

**AGENDA**  
**ADVISORY COUNCIL ON STATE PROCUREMENT MEETING #049**  
**TUESDAY, APRIL 26, 2022, 2:00 P.M.**  
**NASHVILLE ROOM**

<b>AGENDA ITEM</b>	<b>PAGE #</b>
I. Call to Order	--
II. Approve Minutes from December 15, 2021 Meeting .....	<b>3</b>
III. Advisory Council Agenda Items Overview..... (see attached documentation)	<b>8</b>
IV. New Business	
Proposed revisions to the following Central Procurement Office documents (see attached documentation):	
(1) ADA Language (NEW).....	<b>13</b>
(2) DCS Optional Clauses (NEW).....	<b>15</b>
(3) Advance Payments Rule Exception Request ("RER").....	<b>17</b>
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(14) Boycott of Israel (NEW).....	<b>174</b>
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V. Other Business	--
VI. Adjournment	--

**MINUTES OF DECEMBER 15, 2021  
MEETING**

**MINUTES**  
**ADVISORY COUNCIL ON STATE PROCUREMENT MEETING #048**  
**THURSDAY, DECEMBER 15, 2021, 2:00 P.M.**  
**NASHVILLE ROOM AND WEBEX**

**Members in Attendance:**

Mike Perry, Jennifer Pfeiffer, Mike Connors, Ted Hayden, Buddy Lea, Brian Wilcox, Jasmine Quattlebaum

**Others in Attendance:**

Paul Krivacka, Jenny Young, Debi Moss, Robin Upchurch, Bryan Chriske, Davis Nwankwo, Randy Dean, DeRenne Raley, Karen Conway, Kay Morgan, Chadwick Nottingham, Terry Mason, Jessica Starling, Toni Stuart

**I. Call to Order:** Mr. Mike Perry, Chief Procurement Officer, called the meeting to order and recognized that a quorum of voting members was present.

**II. Announcements:** Mr. Perry welcomed new members to the Advisory Council. Chris Benson, Business Operations Manager for the State of Tennessee, Strategic Technology Solutions (STS) with the Department of Finance and Administration. Mr. Perry introduced Mike Connors with Deloitte, who will represent the vendor community with his experience and knowledge.

**III. Minutes from the October 4, 2021, Meeting:** Mr. Perry asked if there were any corrections or additions to the minutes from the October 4, 2021, meeting. Hearing none, a motion was made by Ms. Jennifer Pfeiffer, Chief of Staff for the Tennessee Comptroller of the Treasury, to accept the minutes as presented. Ted Hayden, Executive Director of Compliance, State of Tennessee Real Estate Asset Management, seconded the motion. All members voted in favor – none opposed.

**IV. New Business:**

Mr. Perry asked Paul Krivacka, Lead Attorney/Director of Category Management, Central Procurement Office, to present the following New Business agenda items:

Mr. Krivacka proceeded to present agenda item (1):

(1) Comptroller Required Review

Mr. Krivacka summarized the following points about the Comptroller Required Review proposal:

- Tenn. Code Ann. § 4-56-108, describing the Comptroller of the Treasury's review and approval, was modified by Public Chapter No. 0193, by deleting section (a)(14) and by adding new language at (a)(4), which reads as follows:  
(4) Cooperative agreement to participate, sponsor, conduct or administer as provided in § 12-3-512 with any other entity with an estimated liability in excess of five million dollars (\$5,000,000), which may be increased or decreased by action of the commission;
- The requested change will mirror these changes in policy and procedures, where applicable.

Jennifer Pfeiffer stated that on behalf of the Comptroller, this proposal is in line with the Comptroller's mission of making government work better. Mr. Perry responded that he is happy Central Procurement Office is clear and adapting CPO policies to reflect the new statute, so all agencies are aware, particularly CPO, because we do several NASPO contracts.

Hearing no further discussion on agenda item (1), Ms. Pfeiffer made a motion to recommend the Comptroller Required Review proposal as presented to the Procurement Commission for approval. Mr. Hayden seconded the motion. All members voted in favor – none opposed.

Mr. Krivacka then proceeded to present agenda item (2):

(2) CPO Policy Number 2013-002 Procurement Methods, Oral Presentations

Mr. Krivacka presented the following points regarding the CPO Policy Number 2013-002 Procurement Methods, Oral Presentations proposal:

- The proposed change clarifies that the timing of Oral presentations that are included as part of a solicitation should occur in accordance with the solicitation details.

Buddy Lea asked a question about the language "in accordance with the solicitation", to wit, whether that opens the door for the oral presentation to occur before or after the solicitation depending on what the solicitation documents might say? Mr. Krivacka replied that it is right; it no longer specifies that oral presentations occur after the response. This change will provide that the oral presentations will be held in accordance with the solicitation details. Mr. Krivacka stated that in theory, oral presentations could occur before a response is filed; in most cases, however, it would be after responses are filed.

Hearing no further discussion on agenda item (2), Ms. Pfeiffer made a motion to recommend the CPO Policy Number 2013-002 Procurement Methods, Oral Presentations proposal as presented to the Procurement Commission for approval. Mr. Hayden seconded the motion. All members voted in favor – none opposed.

Mr. Krivacka then proceeded to present agenda item (3):

(3) Federal Award Identification Worksheet ("FAIW")

Mr. Krivacka presented the following points about Federal Award Identification Worksheet ("FAIW") proposal:

- This proposal will update the worksheet that are in the GR and GG Templates.
- The federal government is transitioning from using the DUNS numbering system to using a Unique Entity Identifier (SAM) created in SAM.gov by April 2022. (See <https://www.gsa.gov> for more information).
- This proposal also changes the term "Assistance Listing" to CFDA (see <https://sam.gov/content/assistance-listings>).
- Other changes, including new worksheet fields, are a response to the recent changes to the Uniform Guidance and recommendations by F&A representatives. (Please see 2 CFR §200.332(a)(1)).

Hearing no discussion on agenda item (3), Mr. Hayden made a motion to recommend Federal Award Identification Worksheet ("FAIW") proposal as presented to the Procurement Commission for approval. Ms. Pfeiffer seconded the motion. All members voted in favor – none opposed.

Mr. Krivacka then proceeded to present agenda item (4):

(4) Grant Contract ("GR ") and Governmental Grant ("GG ") Contract Template - Track changes to current

Mr. Krivacka presented the following points regarding the Grant Contract ("GR ") and Governmental Grant ("GG ") Contract Template - Track changes to current proposal:

- In addition to updating the language in the FAIW, this proposal globally changes all references from "CFDA" to "Assistance Listing" in the GR and GG templates to be consistent with federal language.
- This proposal revises the default number of days from 60 days to 90 days for contract section C.7 and the optional sections for Disbursement Reconciliation and Close Out. (See 2 CFR 200.344(a)).
- This proposal also adds additional instructions for Prohibition on Certain Telecommunications applicability.

- Finally, this proposal changes the applicability threshold for inclusion of the optional Federal Funding Accountability and Transparency Act ("FFATA") to comply with recent updates (see 2 CFR Pt. 170, App. A) and replaces the DUNS number reference.

Hearing no discussion on agenda item (4), Mr. Lea made a motion to recommend Grant Contract ("GR ") and Governmental Grant ("GG ") Contract Template - Track changes to current proposal as presented to the Procurement Commission for approval. Ms. Pfeiffer seconded the motion. All members voted in favor – none opposed

Mr. Krivacka then proceeded to present agenda item (5):

(5) Grant Contract ("GR") and Governmental Grant ("GG") Contract Template - New Optional Terms

Mr. Krivacka presented the Grant Contract ("GR ") and Governmental Grant ("GG ") Contract Template - New Optional Terms proposal:

- This proposal adds two new optional terms for section E—Special Terms and Conditions in the grant templates, from federal regulations: (1) Domestic Preference for Procurements; and (2) Never Contract with the Enemy.

Hearing no discussion on agenda item (5), Ms. Pfeiffer made a motion to recommend Grant Contract ("GR ") and Governmental Grant ("GG ") Contract Template - New Optional Terms proposal as presented to the Procurement Commission for approval. Mr. Hayden seconded the motion. All members voted in favor – none opposed.

Mr. Krivacka then proceeded to present agenda item (6):

(6) Request for Proposals ("RFP") Template, Option: Electronic Submission of Proposals

Mr. Krivacka presented the Request for Proposals ("RFP ") Template, Option: Electronic Submission of Proposals proposal:

- This proposal provided additional flexibility during the pandemic, by waiving all requirements to submit paper copy responses and references.
- Suppliers expressed challenges regarding logistics around providing paper responses and references; if adopted, this proposal will allow for Electronic Submission of Proposals.

Mr. Perry mentioned CPO still has the statutory provision to allow a small or minority-owned business to submit a paper bid. Mr. Krivacka agreed and explained the language that CPO is proposing will encourage the filing of digital responses versus mandating the filing of digital responses. Mr. Krivacka stated that the CPO recognizes situations where

both the statute gives respondents a right to file a paper response and provide paper references, but this change will encourage the filing of responses in a digital format. Ms. Pfeiffer said it's a great idea and wanted to ask whether allowing for the filing of digital responses would comply with any statutory filing requirements, such as requiring certain documents to be filed under seal. Mr. Krivacka responded that the way this has been done is that the cost proposal is not opened until after the evaluation of the technical response has occurred. In past times, the word "sealed" typically meant delivering a document in an envelope or letter that was "sealed" with wax and an official stamp. Through technology, that is no longer necessary. Electronic communication is an advancement in technology that so long as encryption exists, the requirements of filing a document under seal have technically been met since authenticity is not in question.

Hearing no further discussion on agenda item (6), Mr. Hayden made a motion to recommend the Request for Proposals ("RFP ") Template, Option: Electronic Submission of Proposals proposal as presented to the Procurement Commission for approval. Mr. Lea seconded the motion. All members voted in favor – none opposed.

**Adjournment:** Hearing no other business, a motion for adjournment was made by Mr. Perry. Ms. Pfeiffer seconded the motion. All members voted in favor – none opposed, whereupon December 15, 2021, Advisory Council meeting was adjourned.

# **ADVISORY COUNCIL AGENDA ITEMS OVERVIEW**



## Overview of Agenda Items:

### 1) **ADA Language - NEW:**

- This proposal was requested by DMHSAS and will add optional language to the Grant and non-grant contracts as follows:

The [grantee or contractor] must comply with the American with Disabilities Act (ADA) of 1990, as amended, including implementing regulations codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities," and any other laws or regulations governing the provision of services to persons with a disability. For more information, please visit the ADA website: <http://www.ada.gov>.

### 2) **DCS Optional Clauses - NEW:**

- This proposal will add new optional terms to the FA template, that are commonly requested by DCS. Adoption of this proposal will reduce the number of RERs that are requested. The new terms are as follows: (1) Not a DCS Employee; (2) Employee Background Checks; and (3) Criminal Background Check.

### 3) **Advance Payments Rule Exception Request ("RER"):**

- This proposal will add additional parameters for when procurement professionals are required to complete and submit the RER- Advance Payments.
- If using "Advance Payment" as the payment methodology, then procurement professionals are required to complete and submit an RER if extending the term OR increasing the funding amounts (**after the fact**) in addition to those times when they are including an advance payment provision.

### 4) **Endowment Grant:**

- This proposal will clarify and make a distinction between a direct appropriation grant vs. an endowment grant.
- The language in the red font was recommended by F&A representatives to clarify misconceptions or ambiguity surrounding use of the endowment grant template.
- If the appropriation is not awarded in the appropriations bill and does not appear in F&A's Division of Budget's annual direct appropriation list, then agencies should be using either an Endowment Grant ("GE"), Governmental Grant ("GG") or Grant Contract ("GR") template as long as the general public is the beneficiary.

### 5) **Grant Cover Sheets:**

- This proposal will replace the CFDA # with the Assistance Listing Number on the cover sheet for the GG, GR, and IG templates and model.
- This proposal will also, for the IG cover sheet, replace "Contractor" as an option and replace it with "Recipient" for the grantee designation on the cover sheet and corresponding instructions.

- This proposal was requested by state agencies to clear up any confusion as to when the grantee should be designated as a contractor when using an Interagency agreement.
- Under the grant management policy, if the grantee is designated as a contractor, then the IA template should be used.

**6) IG – FAIW:**

- This proposal will update the current IG template by adding the newly revised FAIW (Federal Award Identification Worksheet) as an attachment. This proposal also includes the most recent version of the FAIW that must be included in the IG contract.

**7) Contract Amendment Template:**

- This proposal switches the template default Amendment Effective Date language and replaces it with the optional Amendment Effective Date language.
- Under CPO rules, policies, and procedures, no contract or amendment is effective until it has been duly authorized by all required approvers. This means that the earliest a contract or an amendment can be effective is the day on which the last approval has been obtained.
- In instances where the State Agency would prefer to have a specific amendment Effective Date they will still be able to utilize the (now) optional text.

**8) Emergency Purchases Request Report – NEW:**

- This proposal will add a new Edison E-form to document emergency requests and the CPO's approval of the same.
- The use of the Edison E-Form tool will also assist the CPO with meeting any statutory or FRC reporting requirements.

**9) Request for Qualifications:**

- This proposal will make several changes to the RFQ Template, including the following highlights:
  - Removal of references to Cost being evaluated (generally, if Cost is going to be evaluated, then should do a RFP or other procurement method);
  - Removal of references to receiving Cost Proposals from only Qualified Respondents – will receive Technical and any requested cost information at one generic Response deadline; and,
  - Removal of B.17. References to match recent changes to the RFP Template.

**10) State of TN Administrative Fee:**

- This proposal removes the reference to an individual person and will instead refer generally to the position title.
- This change will offer more flexibility and less need to update as personnel changes are made.

**11) Grant Budget Attachment Option – NEW:**

- This proposal adds a new option to the GR, GG, and IG for instances when it is beneficial to have line-item details broken out into more specific categories instead of grouped together.

- This change has been requested by the Department of Health to assist with reporting requirements.

**12) GU (Tennessee or Local Federal Government) Model – FFATA:**

- This change will mirror changes made to other contract templates regarding the FFATA contract term.
- In particular, the applicability threshold has been raised to \$30,000 and the numbering system utilized by the federal government has been updated from DUNS to the Unique Entity Identifier.

**13) Policy Number 2015-010, Statewide Payment Card Policy and Procedures - NEW:**

- This proposal is recommended by the P-Card Team to address a number of questions they have received regard delivery of P-Cards.
- This request will add a new subsection 6.2. “P-Card Delivery and Distribution” and explain that the RER process should be followed in the event direct delivery to Cardholders is requested.

**14) Boycott of Israel - NEW:**

- This proposal adds a new mandatory term and condition to the configurator and the FA Template pursuant to [Public Chapter Number 775](#).
- The new term includes a certification that the company is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.
- The new law does not apply to a contract with a total potential value of less than two hundred fifty thousand dollars or to contractors with less than ten employees.

**15) Diversity Utilization Plan**

- This change updates the website address and the phone number for the Governor’s Office of Diversity Business Enterprise.

# **ADA LANUGAGE**

**NEW**

**REQUEST: Add the following as a new optional provision in the FA; NC; GR; and GG Templates.**

**Option: American with Disabilities Act.**

Add the following section as appropriate.

**E.#.** American with Disabilities Act. The [Grantee or Contractor] must comply with the American with Disabilities Act (ADA) of 1990, as amended, including implementing regulations codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities," and any other laws or regulations governing the provision of services to persons with a disability, as applicable. For more information, please visit the ADA website: <http://www.ada.gov>.

**DCS OPTIONAL CLAUSE  
NEW**

**REQUEST: Add the following as DCS Optional Clauses to the FA Contract:**

**Tennessee Department of Children's Services ("DCS")**

DCS may add the following Sections as appropriate:

**E.#.** Not a DCS Employee. The Contractor shall inform the client in writing that the Contractor is a private provider and not an employee of the State.

**E.#.** Employee Background Checks. Prior to the provision of any services for this Contract, all Contractor personnel that have direct contact with children shall comply with DCS Policy 4.1. Employee Background Checks.

**E.#.** Criminal Background Check. Prior to the provision of any services for this Contract, all Contractor personnel performing work under this Contract shall provide fingerprint samples to affect a criminal history records check conducted by the Tennessee Bureau of Investigation. Fingerprints may only be submitted at DCS approved sites where they can be processed electronically. The Contractor shall be responsible for the payment of all fees for Contractor personnel providing their fingerprint samples and submitting to a criminal history review.

**ADVANCE PAYMENTS RULE  
EXCEPTION REQUEST (“RER”)**

**REDLINE**



# Rule Exception Request – Advance Payments

Advance Payments prior to receipt of goods or performance of services are generally discouraged by the State. To request approval for an Advance Payments provision; [for a Term extension that involves Advance Payments;](#) or [for an increase in the funding amount](#), complete and upload this document and route for approvals by selecting the RER e-Form for Advance Payments in Edison. Note: This RER is not required for software licenses or maintenance and support agreements. For additional guidance, please see the e-Forms Job Aid available online at the following: <https://www.teamtn.gov/cpo/learning-development/cpo-job-aids.html>.

<b>Agency request tracking #</b>	
<b>1. Procuring Agency</b>	
<b>2. Edison contract ID #</b>	
<b>3. Scope of Goods or Services Caption:</b>	
<b>4. Please select the Contract Type.</b>	<input type="checkbox"/> Grant Contract ("GR") <input type="checkbox"/> Governmental Grant ("GG") <input type="checkbox"/> Other
<b>5. Recipient Name</b>	
<b>6. Contract's Effective Date</b>	
<b>7. Term (with ALL options to extend exercised)</b>	months
<b>8. Contract's Maximum Liability (with ALL options to extend exercised)</b>	\$
<b>9. Funding Source</b>	<input type="checkbox"/> State <input type="checkbox"/> Federal <input type="checkbox"/> Interdepartmental <input type="checkbox"/> Other _____
<b>10. Advance Payment Type requested</b>	<input type="checkbox"/> Partial Advance Payment <input type="checkbox"/> Periodic Advance Payment <input type="checkbox"/> Total Advance Payment <input type="checkbox"/> Other _____
<b>11. Description of Advance Payment Methodology and Amounts requested</b> Please provide red-lines or track changes to highlight any deviations from template language.	
<b>12. Justification</b>	
<b>Signature of Agency head or designee and date</b> <b>[Either upload signed RER to e-Forms in Edison or capture authorized agency approval in Edison Workflow]</b>	

**ADVANCE PAYMENTS RULE  
EXCEPTION REQUEST (“RER”)**

**CLEAN**

# Rule Exception Request – Advance Payments

Advance Payments prior to receipt of goods or performance of services are generally discouraged by the State. To request approval for an Advance Payments provision; for a Term extension that involves Advance Payments; or for an increase in the funding amount, complete and upload this document and route for approvals by selecting the RER e-Form for Advance Payments in Edison. Note: This RER is not required for software licenses or maintenance and support agreements. For additional guidance, please see the e-Forms Job Aid available online at the following: <https://www.teamtn.gov/cpo/learning-development/cpo-job-aids.html>.

<b>Agency request tracking #</b>	
<b>1. Procuring Agency</b>	
<b>2. Edison contract ID #</b>	
<b>3. Scope of Goods or Services Caption:</b>	
<b>4. Please select the Contract Type.</b>	<input type="checkbox"/> Grant Contract ("GR") <input type="checkbox"/> Governmental Grant ("GG") <input type="checkbox"/> Other
<b>5. Recipient Name</b>	
<b>6. Contract's Effective Date</b>	
<b>7. Term (with ALL options to extend exercised)</b>	months
<b>8. Contract's Maximum Liability (with ALL options to extend exercised)</b>	\$
<b>9. Funding Source</b>	<input type="checkbox"/> State <input type="checkbox"/> Federal <input type="checkbox"/> Interdepartmental <input type="checkbox"/> Other _____
<b>10. Advance Payment Type requested</b>	<input type="checkbox"/> Partial Advance Payment <input type="checkbox"/> Periodic Advance Payment <input type="checkbox"/> Total Advance Payment <input type="checkbox"/> Other _____
<b>11. Description of Advance Payment Methodology and Amounts requested</b> Please provide red-lines or track changes to highlight any deviations from template language.	
<b>12. Justification</b>	
<b>Signature of Agency head or designee and date</b> <b>[Either upload signed RER to e-Forms in Edison or capture authorized agency approval in Edison Workflow]</b>	

# **ENDOWMENT GRANT**

## **REDLINE**

**REQUEST:**      **Revise the Endowment Grant Model Instructions as follows:**

## **GE MODEL**

---

This model prescribes the format and content for an endowment grant to: an individual, business, or non-profit; a Tennessee state, local, or quasi-governmental entity; or a governmental entity of another state or country. An endowment grant contract effects an award of funds or property to a grantee when the State intends to make the award free of conditions, excluding a direct appropriation grant, beyond a cited purpose that will benefit the general public or some population of the general public. Please see CPO Policy # 2013-007 Grant Management and Subrecipient Monitoring Policy and Procedures and the CPO Rules for more details.

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# **ENDOWMENT GRANT**

## **CLEAN**

**REQUEST:      Revise the Endowment Grant Model Instructions as follows:**

## **GE MODEL**

---

**This model prescribes the format and content for an endowment grant to: an individual, business, or non-profit; a Tennessee state, local, or quasi-governmental entity; or a governmental entity of another state or country. An endowment grant contract effects an award of funds or property to a grantee when the State intends to make the award free of conditions, excluding a direct appropriation grant, beyond a cited purpose that will benefit the general public or some population of the general public. Please see [CPO Policy # 2013-007](#) Grant Management and Subrecipient Monitoring Policy and Procedures and the CPO Rules for more details.**


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# **GRANT COVER SHEETS**

## **REDLINE**



**REQUEST: Revise the Grant Cover Sheets and instructions as follows:**

 <h2 style="text-align: center;">INTERAGENCY GRANT AGREEMENT COVER SHEET</h2> <p style="text-align: center;">(cost reimbursement grant agreement between two Tennessee state agencies, University of Tennessee, or Board of Regents colleges and universities)</p>			
<b>Begin Date</b>	<b>End Date</b>	<b>Agency Tracking #</b>	<b>Edison ID</b>
		-	
<b>Grantee Legal Entity Name</b>		<b>Edison Supplier ID</b>	
<b>Subrecipient or <del>Contractor</del> Recipient</b> <input type="checkbox"/> Subrecipient <input type="checkbox"/> <del>Contractor</del> Recipient		<b><u>CFDA # Assistance Listing Number</u></b>	


**SUMMARY COVER SHEET**

A summary cover sheet properly completed and in accordance with the model is required. Complete the summary cover sheet fields as indicated within the model and the following field directions.

*Agency Tracking #*      unique tracking number comprised of: 5-digit business unit # + unique, 5-digit #  
 example: 31707-12345

*Subrecipient or ~~Contractor~~ Recipient*      Subrecipient or ~~Contractor~~ Recipient in accordance with the OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

*Funding*      Amounts by fiscal year and funding source with row and column totals  
 The Grant Agreement's Maximum Liability must equal the sum of the total amount column (i.e., the grand total amount for all fiscal years and all sources of funding)

 <h2 style="text-align: center;">GRANT CONTRACT</h2> <p style="text-align: center;">(cost reimbursement grant contract with an individual, business, non-profit, or governmental entity of another state or country)</p>			
<b>Begin Date</b>	<b>End Date</b>	<b>Agency Tracking #</b>	<b>Edison ID</b>
		-	
<b>Grantee Legal Entity Name</b>		<b>Edison Vendor ID</b>	
<b>Subrecipient or Recipient</b> <input type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient		<b><u>CFDA # Assistance Listing Number</u></b>  <b>Grantee's fiscal year end</b>	



## GOVERNMENTAL GRANT CONTRACT


(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

<b>Begin Date</b>	<b>End Date</b>	<b>Agency Tracking #</b> -	<b>Edison ID</b>
<b>Grantee Legal Entity Name</b>			<b>Edison Vendor ID</b>
<b>Subrecipient or Recipient</b> <input type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient	<b>CFDA # <u>Assistance Listing Number</u></b>  <b>Grantee's fiscal year end</b>		

# **GRANT COVER SHEETS**

## **CLEAN**

**REQUEST: Revise the Grant Cover Sheets and instructions as follows:**

 <h2 style="text-align: center;">INTERAGENCY GRANT AGREEMENT COVER SHEET</h2> <p style="text-align: center;">(cost reimbursement grant agreement between two Tennessee state agencies, University of Tennessee, or Board of Regents colleges and universities)</p>			
<b>Begin Date</b>	<b>End Date</b>	<b>Agency Tracking #</b> -	<b>Edison ID</b>
<b>Grantee Legal Entity Name</b>		<b>Edison Supplier ID</b>	
<b>Subrecipient or Recipient</b> <input type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient		<b>Assistance Listing Number</b>	

**SUMMARY COVER SHEET**

A summary cover sheet properly completed and in accordance with the model is required. Complete the summary cover sheet fields as indicated within the model and the following field directions.

*Agency Tracking #*    unique tracking number comprised of: 5-digit business unit # + unique, 5-digit #  
 example: 31707-12345

*Subrecipient or Recipient*    Subrecipient or Recipient in accordance with the *OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*

*Funding*    Amounts by fiscal year and funding source with row and column totals  
 The Grant Agreement's Maximum Liability must equal the sum of the total amount column (i.e., the grand total amount for all fiscal years and all sources of funding)

 <h2 style="text-align: center;">GRANT CONTRACT</h2> <p style="text-align: center;">(cost reimbursement grant contract with an individual, business, non-profit, or governmental entity of another state or country)</p>			
<b>Begin Date</b>	<b>End Date</b>	<b>Agency Tracking #</b> -	<b>Edison ID</b>
<b>Grantee Legal Entity Name</b>			<b>Edison Vendor ID</b>
<b>Subrecipient or Recipient</b> <input type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient		<b>Assistance Listing Number</b>	
		<b>Grantee's fiscal year end</b>	



## GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

<b>Begin Date</b>	<b>End Date</b>	<b>Agency Tracking #</b> -	<b>Edison ID</b>
<b>Grantee Legal Entity Name</b>			<b>Edison Vendor ID</b>
<b>Subrecipient or Recipient</b> <input type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient	<b>Assistance Listing Number</b>  <b>Grantee's fiscal year end</b>		

**IG - FAIW**

**REDLINE**

REQUEST: Revise the Federal Award Identification Worksheet attachment to the Interagency Grant Contract (“IG”) Model in the Instructions portion for Section A as follows:

**ATTACHMENT REFERENCE**

**Federal Award Identification Worksheet**

Subrecipient’s name (must match <u>name associated with its Unique Entity Identifier (SAM) registered name in DUNS</u> )	
Subrecipient’s <del>DUNS number</del> <u>Unique Entity Identifier (SAM)</u>	
Federal Award Identification Number (FAIN)	
Federal award date	
<u>Subaward Period of Performance Start and End Date</u>	
<u>Subaward Budget Period Start and End Date</u>	
<u>Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title, CFDA number and name</u>	
Grant Agreement’s begin date	
Grant Agreement’s end date	
Amount of federal funds obligated by this Grant Agreement	
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	
<u>Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))</u>	
Name of federal awarding agency	
Name and contact information for the federal awarding official	
<u>Name of pass-through entity</u>	
<u>Name and contact information for the pass-through entity awarding official</u>	
Is the federal award for research and development?	

Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	
----------------------------------------------------------------------------------------------------------------	--



**IG – FAIW**

**CLEAN**

REQUEST: Revise the Federal Award Identification Worksheet attachment to the Interagency Grant Contract (“IG”) Model in the Instructions portion for Section A as follows:

**ATTACHMENT REFERENCE**

**Federal Award Identification Worksheet**

Subrecipient’s name (must match name associated with its Unique Entity Identifier (SAM))	
Subrecipient’s Unique Entity Identifier (SAM)	
Federal Award Identification Number (FAIN)	
Federal award date	
Subaward Period of Performance Start and End Date	
Subaward Budget Period Start and End Date	
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	
Grant Agreement’s begin date	
Grant Agreement’s end date	
Amount of federal funds obligated by this Grant Agreement	
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	
Name of federal awarding agency	
Name and contact information for the federal awarding official	
Name of pass-through entity	
Name and contact information for the pass-through entity awarding official	
Is the federal award for research and development?	
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	

# **CONTRACT AMENDMENT TEMPLATE**

**REDLINE**

## CONTRACT AMENDMENT TEMPLATE

This template prescribes the format and content for a fee-for-service, no cost, or revenue type contract amendment. Documents of this type must adhere to this template with revisions only in accordance with an approved rule exception request.

Complete form fields and follow, replace, or otherwise address red instructional text (e.g., *State Agency Name, amount, will/will not*) as indicated and with conforming font and color.

### CONTRACT AMENDMENT COVER SHEET

Complete the Contract Amendment Cover Sheet fields as indicated within the template and the following field directions. Note some fields are not applicable to statewide contracts or other contracts created in Edison.

<i>Agency Tracking #</i>	unique tracking number comprised of: 5-digit business unit # + unique, 5-digit # example: 31707-12345
<i>Increase/Decrease</i>	amount by which the maximum liability will change pursuant to this amendment; express the amount as a negative number using "( )" symbols if the maximum liability is decreased; express it as "0" if there is no change in the total contract amount
<i>Funding</i>	amounts by fiscal year and funding source with row and column totals; contract maximum liability MUST equal the sum of the TOTAL Contract Amount column (i.e., the grand total amount for all fiscal years and all sources of funding)

A Contract Amendment Cover Sheet properly completed and in accordance the template is required for every copy of the contracting document.

### PREAMBLE

Add additional information only if necessary.

If the amendment involves a contractor name change, enter the NEW name followed by the parenthetical statement, "(as amended herein)."

### AMENDMENT DETAIL

Draft the amendment with sections similar to the following, as appropriate, and number each amendment section consecutively.

#### Option: Delete & Replace Section

Use the following to delete and replace an existing sub-section.

- |    |                                                                                                           |
|----|-----------------------------------------------------------------------------------------------------------|
| #. | Contract section <b>Reference</b> is deleted in its entirety and replaced with the following:             |
| #. | <b>New Text — include ALL of the deleted language that continues to be necessary after this amendment</b> |

#### Option: Delete & Replace Attachment

Use the following to delete and replace an existing attachment.

- |    |                                                                                                                                             |
|----|---------------------------------------------------------------------------------------------------------------------------------------------|
| #. | Contract Attachment <b>Reference</b> is deleted in its entirety and replaced with the new attachment <b>Same Reference</b> attached hereto. |
|----|---------------------------------------------------------------------------------------------------------------------------------------------|

#### Option: Add Section

Adding an attachment reference alone does not add the attachment (refer to add attachment option below).

Use the following to add a new sub-section after all existing sub-sections of the contract section.

- #. The following is added as Contract section **New Section Reference**.
- #. **New Text**

**Option: Add Attachment**

Use the following to add a new attachment.

- #. Contract Attachment **New Attachment Reference** attached hereto is added as a new attachment.

**Option: Contractor Name Amendment**

**Documentation to evidence the legitimacy of the name change is required for approval.**

Use the following to change the contractor's name.

- #. The following is added as Contract section E. **New Sub-Section Number.:**
- E.#. Contractor Name. All references to "**Original Legal Entity Name**" shall be deleted and replaced with "**New Legal Entity Name**."

**EFFECTIVE DATE**

~~The effective date of an amendment should permit enough time to accommodate the approval process. Retroactive amendments (i.e., effective date earlier than the date when the amendment was submitted for Edison approval routing) are disfavored and may NOT be approved.~~

**Option: Effective on Date Once Approved Specific Date**

In lieu of ~~entering a specific date as the~~ having the Amendment be effective once all required approvals are obtained, Amendment Effective Date, replace the standard Amendment Effective Date with the following. Note: The effective date should permit enough time to accommodate the approval process. Retroactive amendments (i.e., effective date earlier than the date when the amendment was submitted for Edison approval routing) are disfavored and may NOT be approved.

~~Amendment Effective Date. The revisions set forth herein shall be effective DATE. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect. Amendment Effective Date. The revisions set forth herein shall be effective once all required approvals are obtained. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.~~

**SIGNATURES**

Draft the amendment so that the signature section immediately follows the previous section text separated by ONLY one blank line. Do NOT insert an arbitrary page break prior to the signature section. The Contractor's signature must be acquired prior to any signature on behalf of the State.



## CONTRACT AMENDMENT COVER SHEET

<b>Agency Tracking #</b>	<b>Edison ID</b>	<b>Contract #</b>	<b>Amendment #</b>		
<b>Contractor Legal Entity Name</b>			<b>Edison Vendor ID</b>		
<b>Amendment Purpose &amp; Effect(s)</b>					
<b>Amendment Changes Contract End Date:</b>		<input type="checkbox"/> YES <input type="checkbox"/> NO	<b>End Date:</b>		
<b>TOTAL Contract Amount INCREASE or DECREASE per this Amendment</b> (zero if N/A):			<b>\$</b>		
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Contract Amount</b>
<b>TOTAL:</b>					
<b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<i>CPO USE</i>	
<b>Speed Chart</b> (optional)		<b>Account Code</b> (optional)			

**AMENDMENT NUMBER  
OF CONTRACT ASSIGNED NUMBER**

This Amendment is made and entered by and between the State of Tennessee, **State Agency Name**, hereinafter referred to as the "State" and **Contractor Legal Entity Name**, hereinafter referred to as the "**Contractor**." For good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

**Amendment Section(s) — Refer to ~~Model~~ Template Instructions**

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective once all required approvals are obtained. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

~~Amendment Effective Date.~~ The revisions set forth herein shall be effective DATE. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

**IN WITNESS WHEREOF,**

**CONTRACTOR LEGAL ENTITY NAME:**

---

**SIGNATURE**

**DATE**

---

**PRINTED NAME AND TITLE OF SIGNATORY (above)**

**STATE AGENCY NAME:**

---

**AGENCY HEAD NAME & TITLE**

**DATE**

# **CONTRACT ADMENDMENT TEMPLATE**

**CLEAN**



## CONTRACT AMENDMENT TEMPLATE

---

This template prescribes the format and content for a fee-for-service, no cost, or revenue type contract amendment. Documents of this type must adhere to this template with revisions only in accordance with an approved rule exception request.

---

Complete form fields and follow, replace, or otherwise address red instructional text (e.g., *State Agency Name*, *amount*, *will/will not*) as indicated and with conforming font and color.

### CONTRACT AMENDMENT COVER SHEET

Complete the Contract Amendment Cover Sheet fields as indicated within the template and the following field directions. Note some fields are not applicable to statewide contracts or other contracts created in Edison.

<i>Agency Tracking #</i>	unique tracking number comprised of: 5-digit business unit # + unique, 5-digit # example: 31707-12345
<i>Increase/Decrease</i>	amount by which the maximum liability will change pursuant to this amendment; express the amount as a negative number using "( )" symbols if the maximum liability is decreased; express it as "0" if there is no change in the total contract amount
<i>Funding</i>	amounts by fiscal year and funding source with row and column totals; contract maximum liability MUST equal the sum of the TOTAL Contract Amount column (i.e., the grand total amount for all fiscal years and all sources of funding)

**A Contract Amendment Cover Sheet properly completed and in accordance the template is required for every copy of the contracting document.**

### PREAMBLE

Add additional information only if necessary.

If the amendment involves a contractor name change, enter the NEW name followed by the parenthetical statement, "(as amended herein)."

### AMENDMENT DETAIL

Draft the amendment with sections similar to the following, as appropriate, and number each amendment section consecutively.

#### Option: Delete & Replace Section

Use the following to delete and replace an existing sub-section.

- |                                                                                                                                                                                                                                                         |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>#. Contract section <b>Reference</b> is deleted in its entirety and replaced with the following:</p> <p style="padding-left: 40px;">#. <b>New Text — include ALL of the deleted language that continues to be necessary after this amendment</b></p> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

#### Option: Delete & Replace Attachment

Use the following to delete and replace an existing attachment.

- |                                                                                                                                                       |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>#. Contract Attachment <b>Reference</b> is deleted in its entirety and replaced with the new attachment <b>Same Reference</b> attached hereto.</p> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|

#### Option: Add Section

**Adding an attachment reference alone does not add the attachment (refer to add attachment option below).**

Use the following to add a new sub-section after all existing sub-sections of the contract section.

- #. The following is added as Contract section **New Section Reference**.
- #. **New Text**

**Option: Add Attachment**

Use the following to add a new attachment.

- #. Contract Attachment **New Attachment Reference** attached hereto is added as a new attachment.

**Option: Contractor Name Amendment**

| **Documentation to evidence the legitimacy of the name change is required for approval.**

Use the following to change the contractor's name.

- #. The following is added as Contract section E. **New Sub-Section Number.:**
- E.#. Contractor Name. All references to "**Original Legal Entity Name**" shall be deleted and replaced with "**New Legal Entity Name**."

**EFFECTIVE DATE**

**Option: Effective on Specific Date**

| In lieu of having the Amendment be effective once all required approvals are obtained, replace the standard Amendment Effective Date with the following. Note: The effective date should permit enough time to accommodate the approval process. Retroactive amendments (i.e., effective date earlier than the date when the amendment was submitted for Edison approval routing) are disfavored and may NOT be approved.

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

**SIGNATURES**

Draft the amendment so that the signature section immediately follows the previous section text separated by ONLY one blank line. Do NOT insert an arbitrary page break prior to the signature section. The Contractor's signature must be acquired prior to any signature on behalf of the State.



## CONTRACT AMENDMENT COVER SHEET

<b>Agency Tracking #</b>	<b>Edison ID</b>	<b>Contract #</b>	<b>Amendment #</b>		
<b>Contractor Legal Entity Name</b>			<b>Edison Vendor ID</b>		
<b>Amendment Purpose &amp; Effect(s)</b>					
<b>Amendment Changes Contract End Date:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO		<b>End Date:</b>			
<b>TOTAL Contract Amount INCREASE or DECREASE per this Amendment</b> (zero if N/A):			<b>\$</b>		
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Contract Amount</b>
<b>TOTAL:</b>					
<b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<i>CPO USE</i>	
<b>Speed Chart</b> (optional)		<b>Account Code</b> (optional)			

**AMENDMENT NUMBER  
OF CONTRACT ASSIGNED NUMBER**

This Amendment is made and entered by and between the State of Tennessee, **State Agency Name**, hereinafter referred to as the "State" and **Contractor Legal Entity Name**, hereinafter referred to as the "**Contractor**." For good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

**Amendment Section(s) — Refer to Template Instructions**

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective once all required approvals are obtained. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

**IN WITNESS WHEREOF,**

**CONTRACTOR LEGAL ENTITY NAME:**

---

**SIGNATURE**

**DATE**

---

**PRINTED NAME AND TITLE OF SIGNATORY (above)**

**STATE AGENCY NAME:**

---

**AGENCY HEAD NAME & TITLE**

**DATE**

# **EMERGENCY PURCHASES REQUEST REPORT**

**NEW**

# Emergency Purchase Authorization Request

Use this document to request approval for an Emergency Purchase from the Chief Procurement Officer. Note: this Request is not required when TEMA is the procuring State Agency. All information required on this Request Document should be entered and routed for approval in Edison. For additional guidance, please see the EFORMS Job Aid available online at the following: <https://www.teamtn.gov/cpo/learning-development/cpo-job-aids.html>.

An Emergency Purchase may occur when there is a serious and unexpected situation that poses an immediate risk to health, life, property or environment. Please refer to the [Procurement Procedures Manual of the Central Procurement Office](#) for more details.

An approved Emergency Purchase Authorization Request must be uploaded to any Contract or Purchase Order executed pursuant to this approval. Any Purchase Order resulting from this request should be coded as PEP.

<b>Agency request tracking # (as applicable)</b>	
<b>1. Procuring Agency</b>	
<b>2. Edison contract ID # or Purchase Order #</b>	
<b>3. Scope of Goods or Services Caption:</b>	
<b>4. Contractor Name:</b>	
<b>5. Contract's Effective Date:</b>	
<b>6. Contract Term:</b>	Months
<b>7. Contract's Maximum or Estimated Liability:</b>	\$
<b>8. Describe in detail the circumstances leading to this emergency procurement:</b>	
<b>9. Describe the procurement related actions that have been taken in response to the emergency. Include the procurement methods used.</b>	
<b>10. Describe due diligence the agency performed to ensure the State received the best pricing and terms and conditions available in the marketplace under the circumstances (e.g., number of vendors contacted, etc.). Add attachments as needed.</b>	

**11. Provide a complete list of goods or services, including price and total purchase amount:**

**12. Are any additional purchases expected? If yes, include the expected price and total purchase amounts as applicable.**

**Signature of Agency head or designee and date**

**[Either upload signed RER to e-Forms in Edison or capture authorized agency approval in Edison Workflow]**

# **REQUEST FOR QUALIFICATIONS**

## **REDLINE**



## REQUEST FOR QUALIFICATIONS (RFQ) TEMPLATE

---

This template prescribes the format and content for a Request for Qualifications (RFQ). This template should only be utilized if the Central Procurement Office is the procuring entity. Documents of this type must adhere to this template with revisions only as instructions permit. Insignificant deviations from this template, while always subject to disapproval, will typically not require a specific rule exception unless an oversight examiner requires separate documentation in a particular instance. If a formal rule exception request is not required, oversight approval of the document will constitute any necessary rule exceptions that may be necessary.

---

Complete template fields and follow, replace, or otherwise address red instructional text (e.g., **State Agency Name, amount, will/will not**) as indicated, with conforming font and color.

### RFQ CONTENTS

Revisions of the standard, simplified RFQ Contents may not be approved. The following optional terms may be included as applicable:

#### 1. INTRODUCTION

##### 1.1. Statement of Procurement Purpose

Specify important, specific information relating to contract requirements, specifications of goods or performance in the scope of services and not in this RFQ section.

##### 1.1.1. RFQ Number

Assign an RFQ number consisting of:

- the 5-digit, contracting agency business unit code
- a unique, 5-digit, agency-assigned number such that each RFQ number will be different

Example: **RFQ # 31707-12345**

##### 1.1.2. State Communications

**Option: Additional Information.**

Add a second paragraph to this section as appropriate (e.g., add text detailing a specific URL where the State will convey official, written responses and communications related to this RFQ by Internet posting).

##### 1.1.3. Factual Data

**Option: Additional Data Disclaimer.**

Add the following as a second paragraph of this section as appropriate.

All statistical and fiscal information contained in this RFQ and its exhibits, including amendments and modifications thereto, are provided "as is", without warranty as to the accuracy or adequacy of the data or information so provided, and reflect the department's best understanding based on information or belief available to the department at the time of RFQ preparation. No inaccuracies in such data or information shall be a basis for delay in performance or a basis for legal recovery of damages, actual, consequential or punitive.

##### 1.2. Pre-Response Conference

**Option: No Pre-Response Conference.**

**1.5. Collaborative Value Development**

**Option: Collaborative Value Development.**

Add the following as appropriate. Note: CVDs should be reserved for more complex procurements. Please refer to *Central Procurement Policy 2013-002, Procurement Methods Policy and Procedures* for more details.

**1.5. Collaborative Value Development**

After RFQ § 2, Schedule of Events, “State Notice of Qualified Respondents Released,” each Qualified Respondent will be invited to attend a Collaborative Value Development (CVD) event. Each CVD event will be held at the time and date detailed in the RFQ Schedule of Events, RFQ § 2.

Add additional CVD event details, such as whether or not attendance at the CVD event is mandatory to participate in the Solicitation event; how the Competitive Range will be determined (e.g., all Respondents with a minimum score, the top three highest scored Respondents, etc.); the number of representatives who will be invited to attend from each Qualified Respondent; the goals and objectives of the CVD; and, any other information that would be helpful to a potential Respondent.

**2. RFQ SCHEDULE OF EVENTS**

**RFQ Schedule of Events (table)**

The date instructions in the Schedule of Events table indicate minimum days.

Allot more days for each event as practical and where flexibility is allowed by the model instructions (indicated by “≥” signs).

Revise the “time zone” as appropriate.

**Option: NO Pre-Response Conference Event.**

Delete the Pre-Response Conference Event 3 from the schedule (and re-number subsequent events accordingly) as appropriate.

**Option: Oral Presentation Event.**

Complete and insert the following rows, in order immediately after the RFQ Technical Response Deadline event, (and re-number subsequent events) as appropriate.

#. State Schedules respondent Oral Presentations (ONLY Respondents who pass Mandatory Requirements)		≥ 1 BUSINESS DAYS LATER
#. Respondent Oral Presentations	8:00 a.m. - 4:30 p.m.	PERIOD BEGINNING ≥ 5 BUSINESS DAYS LATER

**Option: Collaborative Value Development (CVD)**

Add the following after RFQ § 2, Schedule of Events, “State Notice of Qualified Respondents Released” if the State will hold a CVD event and added the optional language in section 1.5. for CVDs.

#. State schedules Collaborative Value Development event (ONLY for Qualified Respondents)		≥ 1 BUSINESS DAY LATER
#. Collaborative Value Development event		To be determined after consultation with Qualified Respondents

**Option: Cost Proposals**

Add/Replace the "State Notice of Qualified Respondent(s) Released" event with the following after at RFQ § 2, Schedule of Events "~~State Notice of Qualified Respondents Released and~~" if the State will solicit Cost Proposals and there is an approved Rule Exception Request to award a Cost Proposal/Contract directly from Qualified Respondents/the Request for Qualifications.

#. RFQ Cost Proposal <del>Deadline</del> <u>Opened</u> (ONLY for <del>Qualified</del> <u>the apparent successful</u> Respondents)	2:00 p.m.	> 7 CALENDAR DAYS LATER
#. State Notice of Intent to Award Released and RFQ Files Opened for Public Inspection		1 – 3 BUSINESS DAYS LATER
#. End of Open File Period		7 CALENDAR DAYS LATER
#. State sends contract to Contractor for signature		1 BUSINESS DAY LATER
#. Contractor Signature Deadline	2:00 p.m.	1 – 5 BUSINESS DAYS LATER

**Option: Multiple Contract Award – Constant Compete**

Add the following after RFQ § 2, Schedule of Events "RFQ ~~Technical~~ Response Deadline" if the State intends to award contracts directly from this RFQ. This option may be utilized in "constant compete" contracts where cost will be considered on a per project basis.

#. <u>RFQ Negotiations (if applicable)</u>		≥ 3 BUSINESS DAYS LATER
#. State Notice of Intent to Award Released and RFQ Files Opened for Public Inspection		1 – 3 BUSINESS DAYS LATER
#. End of Open File Period		7 CALENDAR DAYS LATER
#. State sends contract to Contractor for signature		1 BUSINESS DAY LATER
#. Contractor Signature Deadline	2:00 p.m.	1 – 5 BUSINESS DAYS LATER

**Option: Single Contract Award – Professional Services (Cost not evaluated)**

Add the following after RFQ § 2, Schedule of Events "RFQ ~~Technical~~ Response Deadline" if the State will award a single contract directly from this RFQ. This option may be utilized for certain categories of professional services (for example, attorneys, financial advisors, architects or engineers. Please see Tenn. Code Ann. § 12-3-103 and 12-4-107 for more information. State Building Commission (SBC) approval may be required to approve the procurement of architectural or engineering services. Please contact STREAM for more information.

#. <u>RFQ Negotiations (if applicable)</u>		≥ 3 BUSINESS DAYS LATER
#. State Notice of Intent to Award Released and RFQ Files Opened for Public Inspection		1 – 3 BUSINESS DAYS LATER
#. End of Open File Period		7 CALENDAR DAYS LATER
#. State sends contract to Contractor for signature		1 BUSINESS DAY LATER
#. Contractor Signature Deadline	2:00 p.m.	1 – 5 BUSINESS DAYS LATER

**Option: RFQ Competitive Negotiations**

Add the following after RFQ § 2, Schedule of Events “RFQ ~~Technical~~ Response Deadline” if a Special Contract Request for competitive negotiation has been approved. Please note that pursuant to Tenn. Code Ann. § 12-3-507, each use of competitive negotiation requires approval by the chief procurement officer and the comptroller of the treasury.

#. RFQ Competitive Negotiations		≥ 3 BUSINESS DAYS LATER
#. State Notice of Intent to Award Released and RFQ Files Opened for Public Inspection		1 – 3 BUSINESS DAYS LATER
#. End of Open File Period		7 CALENDAR DAYS LATER
#. State sends contract to Contractor for signature		1 BUSINESS DAY LATER
#. Contractor Signature Deadline	2:00 p.m.	1 – 5 BUSINESS DAYS LATER

**Option: Performance Bond Event.**

Complete and insert the following row immediately after the Contractor Contract Signature Deadline event as appropriate.

#. Performance Bond Deadline	4:30 p.m.	≥ 1 BUSINESS DAY LATER
------------------------------	-----------	------------------------

**3. RESPONSE REQUIREMENTS**

**3.3. Response Format**

The RFQ should require that respondents submit enough Technical Response copy discs, or requested format copies, to allow one copy for each Evaluation Team member. Revise §3.3.2.1. accordingly.

**Option: Digital Submittal of Responses.**

Delete and replace RFQ § 3.3.2.1. Response Format with the following if Respondents should submit responses as a digital document. Please note that all electronic records must be maintained in accordance with the Secretary of State’s Record Management Division’s and the Department of Finance & Administration’s Strategic Technology Solution’s policies.

**3.3.2.1. Technical Response**

One (1) original Technical Response 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** clearly labeled:

**“RFQ #NUMBER TECHNICAL RESPONSE ORIGINAL”**

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

**“RFQ #NUMBER TECHNICAL RESPONSE COPY”**

~~The~~ if not emailed, then the sealed customer references will be the only paper documents.

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

One (1) Cost Proposal in the form of one (1) digital document in “PDF” or “XLS” format properly recorded on a separate, otherwise blank, **standard CD-R recordable disc or USB flash drive** clearly labeled:

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**“RFQ #NUMBER COST PROPOSAL”**

An electronic or facsimile signature, as applicable, on the Cost Proposal is acceptable.

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 and copies must be placed in a sealed package that is clearly labeled:

**“DO NOT OPEN... RFQ # NUMBER TECHNICAL RESPONSE FROM [RESPONDENT LEGAL ENTITY NAME]”**

3.2.3.2. The Cost Proposal must be placed in a separate, sealed package that is clearly labeled:

**“DO NOT OPEN... RFQ # NUMBER 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:

**“RFQ # NUMBER SEALED RESPONSE FROM [RESPONDENT LEGAL ENTITY NAME]”**

3.2.3.4. Any Respondent wishing to submit a Response in a format other than digital may do so by contacting the Solicitation Coordinator.

**Option: Additional Delivery Instructions.**

Revise required response format and subsections, if necessary, to provide for additional instructions for labeling and submitting the Technical Response and Cost Proposal.

**3.4. Response Prohibitions**

**Option: No Extraneous Terms and Conditions in Response – for RFQs involving IT only**

If the RFQ involves information technology goods or services, insert the following as 3.4.6. and renumber the subsequent subsections **only after** consulting with the Central Procurement Office’s Legal Team and obtaining Central Procurement Office approval.

3.4.6. Include any end-user license agreement, manufacturer’s terms and conditions, service guide, clickwrap agreement, shrinkwrap agreement, online terms and conditions, or other terms and conditions that will supplement, modify, or contradict the terms set forth in the *pro forma* contract.

**Option: Page Limitation**

Add the following instruction to limit the Technical Response to a certain number of pages as appropriate.

**Option: Time Limitation**

Add the following instruction to prohibit a respondent oral presentation from exceeding certain length of time as appropriate.

4. GENERAL INFORMATION & REQUIREMENTS

4.5. Disclosure of Response Contents

Option: Additional Disclosure Information.

Add the following to the end of subsection 4.5. if it is deemed necessary and it is approved by the contracting agency and the Central Procurement Office.

The State agrees to protect, to the fullest extent permitted by state law, the confidentiality of information expressly identified by the Respondent as confidential and proprietary, including information that would allow a person to obtain unauthorized access to confidential information or to electronic information processing systems owned by or licensed to the State.

5. PROCUREMENT PROCESS & CONTRACT AWARD

5.1. ~~Option: Cost Proposals & RFQ Negotiations 2.~~ Competitive Range of Technical Responses

~~Replace RFQ § 5.1.1. with the following if negotiations will be included in the evaluation process.~~

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5.2. Competitive Range of Technical Responses

The RFQ should specify what the ~~competitive range~~Competitive Range will be for your particular RFQ. Add details describing what selection criteria will be utilized to determine the ~~competitive range/what the respondent must do to be considered "Qualified".~~Competitive Range/what the respondent must do to be considered "Qualified". Only proposals within the Competitive Range shall be considered for additional discussions or negotiations. Depending on the solicitation, the number of respondents that may have a reasonable chance for contract award and be considered in the competitive range will vary. Please see options below and draft qualification parameters for the solicitation accordingly.

Option: Ranking – (Note: This option may be helpful when anticipating a large number of Responses).

The Technical Response must be ranked in the top \_\_\_\_ [insert number (#) ≥ 3] after the Technical Response score is totaled and put in ordinal ranking (1 - the best evaluated ranking).

Option: Minimum Threshold

The Respondent's Technical Response score must attain a minimum threshold score of [insert number (#)].

Option: Percentile

The Technical Response score must attain a combined score of \_\_\_\_ [insert number]. This minimum score threshold represents a score of \_\_\_\_%.

**Option 1: Respondent Oral Presentations or Field Test – No Points**

Add the following to the Phase II paragraph in Section 5.2, if oral presentations will be included in the evaluation process.

**5.5. Option: Cost Proposals**

Add the following to RFQ § 5.5., Evaluation Guide, if the State will solicit a Cost Proposal from Qualified Respondents and consider it as a factor in Contract Award.

**Option 2: Respondent Oral Presentations or Field Test - Points.**

The procuring state agency must maintain an accurate record of each Respondent's oral presentation or Field Test session such that all pertinent dialogue between Proposal Evaluation Team members, technical advisers, and Respondents shall be reduced to writing or otherwise memorialized. Procurement Professionals should consider using a court reporter, video recording, or audio recording to memorialize the oral presentation or Field Test.

Add the following as sections 5.2. if an Oral Presentation or Field Test is required and will be an evaluation category.

5.2.1. The Solicitation Coordinator will invite each apparently responsive and responsible Respondent who passed the Phase 1 evaluation to make a(n) Oral Presentation or Field Test.

5.2.1.1. The Oral Presentations or Field Tests are mandatory. The Solicitation Coordinator will schedule Respondent Presentations or Field Tests during the period indicated by the RFQ Section 2, Schedule of Events. The Solicitation Coordinator will make every effort to accommodate each Respondent's schedules. When the Respondent Presentation or Tests schedule has been determined, the Solicitation Coordinator will contact Respondents with the relevant information as indicated by RFQ Section 2, Schedule of Events.

5.2.1.2. Respondent Presentations or Tests are only open to the invited Respondent, Proposal Evaluation Team members, the Solicitation Coordinator, and any technical consultants who are selected by the State to provide assistance to the Proposal Evaluation Team.

5.2.1.3. Oral Presentations or Field Tests provide an opportunity for Respondents to explain and clarify their responses and for the State to test to better understand the practical application of the good or service as applicable. Respondents must not materially alter their responses and Presentations or Field Tests will be limited to addressing the items detailed in RFQ Technical Response & Evaluation Guide. Respondent pricing shall not be discussed or provided during Oral Presentations or Field Tests.

<p><u>5.2.1.4.</u> The State will maintain an accurate record of each Respondent's Oral Presentation or Field Test session. The record of the Respondent's Oral Presentation or Field Test shall be available for review when the State opens the procurement files for public inspection.</p> <p><u>5.2.1.5.5.</u> Proposal Evaluation Team members will independently evaluate each Oral Presentation or Field Test in accordance with the RFQ Attachment C., Technical Response &amp; Evaluation Guide.</p> <p><u>5.2.1.5.6.</u> The Solicitation Coordinator will calculate and document the average of the Proposal Evaluation Team member scores for RFQ Attachment C., Technical Response &amp; Evaluation Guide, and record that number as the score for Respondent's Technical Response section.</p>
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**5.5. Option: Oral Presentations or Field Test Evaluation - Points**

Add the following to RFQ § 5.5., Evaluation Guide, if the State will utilize option 2 above and evaluate Oral Presentations or Field Tests as a separate evaluation category.

Evaluation Category	Maximum Points Possible
<del>Cost Proposal Oral Presentations or Field Tests</del> (refer to RFQ Attachment DC)	<del>NUMBER ≥ 30% of ≤ 10% OF TOTAL POINTS</del>

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**5.6. Contract Award**

The RFQ should specify how anticipated contract award will occur for the particular RFQ. Revise as appropriate, subject to approvals. Evaluation of cost shall not be permitted in any subsequent solicitation if the contract is for certain categories of professional services (for example, attorneys, financial advisors, architects or engineers). Please see Tenn. Code Ann. § 12-3-103 and 12-4-107 for more information. State Building Commission (SBC) approval may be required to approve the procurement of architectural or engineering services. Please contact STREAM for more information.

**Option: Contract Award**

~~Add the following as RFQ § 5.6., Contract Award, if the If the State will solicit a Cost Proposal intends to award a contract directly from Qualified Respondents, which will result in a contract award. Note: An this RFQ or the RFQ will be followed by anything other than an RFP, then an approved Rule Exception Request ("RER") will be required if this RFQ will be followed by anything other than a Request. Note: this Contract Award option, with approved RER, should be included for Proposals. all RFQs issued for professional services pursuant to Tenn. Code Ann. § 12-3-103 or 12-4-107.~~

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~~5.6.1. The Solicitation Coordinator will submit the Evaluation Team determinations and response scores to the head of the contracting agency, or the agency head's designee, for consideration along with any other relevant information that might be available and pertinent to contract award.~~

~~5.6.2.5.6.1. The contracting agency head, or the agency head's designee, will determine the apparent best evaluated response. (To effect a contract award to a Respondent other than the one receiving the highest evaluation score, the head of the contracting agency must provide written justification and obtain written approval of the Chief Procurement Officer and the Comptroller of the Treasury.)~~



~~5.6.2.5.6.1. The State reserves the right to make an award without further discussion of any response.~~

~~5.6.4.5.6.1. The State will issue an Evaluation Notice and make the RFQ files available for public inspection at the time and date specified in the RFQ §2, Schedule of Events.~~

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

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~~5.6.5.5.6.1. The Respondent identified as offering the apparent best evaluated must sign a contract drawn by the State pursuant to this RFQ. The contract shall be substantially the same as the RFQ Attachment C, pro forma contract. The Respondent must sign said contract no later than the Respondent Contract Signature Deadline detailed in RFQ § 2, Schedule of Events. If the Respondent fails to provide the signed contract by the deadline, the State may determine the Respondent is non-responsive to this RFQ and reject the response.~~

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~~5.6.6.5.6.1. Notwithstanding the foregoing, the State may, at its sole discretion, entertain limited negotiation prior to contract signing and, as a result, revise the pro forma contract terms and conditions or performance requirements in the State's best interests, PROVIDED THAT such revision of terms and conditions or performance requirements shall NOT materially affect the basis of response evaluation or negatively impact the competitive nature of the RFQ and contractor selection process.~~

~~5.6.7.5.6.1. If the State determines that a response is nonresponsive and rejects it, the Solicitation Coordinator will re-calculate scores to determine (or re-determine) the apparent best evaluated response.~~  
 Remove RFQ § 5.6., Contract Award, if the RFQ will not result in a contract award.

**ATTACHMENT A: TECHNICAL RESPONSE & EVALUATION GUIDE**

**Option: Cash Flow Information.**

Add the following row to the RFQ Attachment A table (after the model items) if the contracting agency chooses to review the evidence of Respondent's financial stability/responsibility.

<b>A.#</b>	Provide documentation disclosing the amount of cash flows from operating activities for the Respondent's most current operating period. Said documentation must indicate whether the cash flows are positive or negative, and, if the cash flows are negative for the most recent operating period, the documentation must include a detailed explanation of the factors contributing to the negative cash flows.  NOTICE: All persons, agencies, firms, or other entities that provide opinions regarding the Respondent's financial status <u>must</u> be properly licensed to render such opinions. The State may require the Respondent to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders the opinions.
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**Option: Certificate of Insurance.**

Add the following row to the RFQ Attachment A table (after the model items) ONLY IF a Certificate of Insurance is considered necessary evidence of Respondent's financial stability/responsibility. (Specifying insurance requirements in the pro forma contract does not necessitate adding this optional response requirement.)

Add, delete, or revise subsections detailing insurance coverage requirements as appropriate. (If this response requirement item is added to the RFQ, the appropriate Insurance provision must be detailed in the *pro forma* contract, and the insurance coverage requirements specified in both the RFQ and the *pro forma* contract must agree.)

	<b>A.#</b>	<p>Provide a valid, Certificate of Insurance that is verified and dated within the last six (6) months and which details <u>all</u> of the following:</p> <ul style="list-style-type: none"> <li>(a) Insurance Company</li> <li>(b) Respondent's Name and Address as the Insured</li> <li>(c) Policy Number</li> <li>(d) The following minimum insurance coverage: <ul style="list-style-type: none"> <li>(i) Workers' Compensation/ Employers' Liability (including all states coverage) with a limit not less than the relevant statutory amount or <b>WRITTEN AMOUNT</b> Dollars (<b>\$NUMBER AMOUNT</b>) per occurrence for employers' liability;</li> <li>(ii) Comprehensive Commercial General Liability (including personal injury &amp; property damage, premises/operations, independent contractor, contractual liability and completed operations/products) with a bodily injury/property damage combined single limit not less than <b>WRITTEN AMOUNT</b> Dollars (<b>\$NUMBER AMOUNT</b>) per occurrence and <b>WRITTEN AMOUNT</b> Dollars (<b>\$NUMBER AMOUNT</b>) aggregate;</li> <li>(iii) Automobile Coverage (including owned, leased, hired, and non-owned vehicles) with a bodily injury/property damage combined single limit not less than <b>WRITTEN AMOUNT</b> Dollars (<b>\$NUMBER AMOUNT</b>) per occurrence; and</li> <li>(iv) Professional Malpractice Liability with a limit of not less than <b>WRITTEN AMOUNT</b> Dollars (<b>\$NUMBER AMOUNT</b>) per claim.</li> </ul> </li> <li>(e) The following information applicable to each type of insurance coverage: <ul style="list-style-type: none"> <li>(i) Coverage Description,</li> <li>(ii) Exceptions and Exclusions,</li> <li>(iii) Policy Effective Date,</li> <li>(iv) Policy Expiration Date, and</li> <li>(v) Limit(s) of Liability.</li> </ul> </li> </ul>	
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**Option: Audited Financial Statements.**

Add the following row to the RFQ Attachment A table (after the model items) **ONLY IF** the anticipated contract amount is  $\geq$  \$1,000,000.00 AND extraordinary effort to assure Respondent financial stability/responsibility is appropriate.

	<b>A.#</b>	<p>Provide the Respondent's most recent independent audited financial statements. Said independent audited financial statements <u>must</u>:</p> <ul style="list-style-type: none"> <li>(1) reflect an audit period for a fiscal year ended within the last 36 months</li> <li>(2) be prepared with all monetary amounts detailed in United States currency;</li> </ul>	
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		<p>(3) be prepared under United States Generally Accepted Accounting Principles (US GAAP);</p> <p>(4) include: the auditor's opinion letter; financial statements; and the notes to the financial statements; and</p> <p>(5) be deemed, in the sole discretion of the State to reflect sufficient financial stability to undertake the subject agreement with the State.</p> <p>NOTES:</p> <ul style="list-style-type: none"> <li>▪ Reviewed or Compiled Financial Statements will not be deemed responsive to this requirement and will <u>not</u> be accepted.</li> <li>▪ All persons, agencies, firms, or other entities that provide opinions regarding the Respondent's financial status <u>must</u> be properly licensed to render such opinions. The State may require the Respondent to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders the opinions.</li> </ul>	
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**Option: Audited Financial Statements – Line of Credit Option.**

Privately held companies may not have or be willing to release audited financial statements for public review. Therefore, requiring audited financial statements (as detailed above) without an alternative to the requirement could conceptually prevent privately held companies from responding to the RFQ.

The contracting agency should consider the possible impact of the requirement on competition versus the state's need to reasonably determine the financial stability/responsibility of respondents and decide whether it is appropriate to include an alternative to the requirement.

Insert the following paragraph before the "NOTES" in the optional audited financial statements requirement text (above) if appropriate.

**OR**, in lieu of the aforementioned independent audited financial statements, provide a financial institution's letter of commitment for a general Line of Credit in the amount of **WRITTEN AMOUNT ≥ ONE MILLION DOLLARS (\$NUMBER AMOUNT)**, U.S. currency, available to the Respondent. Said letter must specify the Respondent's name, be signed and dated within the past three (3) months by an authorized agent of the financial institution, and indicate that the Line of Credit shall be available for at least **PERIOD ≥ 6 MONTHS**.

**Option: Audited Financial Statements – Additional Requirement.**

Add the following sentence at the end of the second bulleted note in the optional audited financial statements requirement text **ONLY IF** the contracting agency legal counsel recommends it in writing.

Any attest or review of the financial status of a Tennessee corporation must be rendered by an accountant or accounting firm licensed or otherwise specifically permitted to provide an attest or review by the Tennessee Board of Accountancy.

**Option: Proposal Bond Confirmation.**

Add the following row to the RFQ Attachment A table **ONLY IF** a Proposal Bond is required by the Chief Procurement Officer. All proposal bond amounts shall be stated as a set amount or as a percentage of the contract value. In no event shall the proposal bond amount exceed five percent (5%) of the estimated value of the contract.

	<b>A.#</b>	Provide a proposal bond issued by a surety company licensed to do business in the State of Tennessee in the amount of \$____.	
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**Contingent Requirement: Performance Bond Confirmation.**

Add the following row to the RFQ Attachment A table ONLY IF a Performance Bond is proposed.

	<b>A.#</b>	Provide a statement confirming that, if awarded a contract pursuant to this RFQ, the Respondent shall deliver a Performance Bond to the State in accordance with the requirements of this RFQ. The statement must be signed by an individual with legal authority to bind the proposing entity to the provisions of this RFQ and any contract awarded pursuant to it.	
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**Option: Additional Mandatory Requirements.**

Typically, each mandatory requirement item must be drafted such that an objective “yes/no” determination of whether the requirement was met is reasonable and adequate (clearly not necessitating a qualitative evaluation of the response).

Contracting agency staff may be asked to provide evidence that a proposed mandatory requirement is not inappropriately arbitrary or capricious (e.g., (1) information from an independent, authoritative source indicating that the proposed criteria is a reasonable standard; and (2) a recommendation signed by the contracting agency legal counsel explaining why the proposed requirement is not arbitrary or capricious).

Add mandatory requirement items to the RFQ Attachment A table (after the model items) as appropriate. Do not include a mandatory requirement that entails a response that should or must be more subjectively evaluated. Do not include an arbitrary mandatory requirement.

**ATTACHMENT B: TECHNICAL RESPONSE & EVALUATION GUIDE**

**General Qualifications & Experience**

The entire set of General Qualifications & Experience items detailed in the model for this section MUST be evaluated together as indicated.

RFQ Attachment B and the methodology for evaluating responses may NOT be revised except to add new evaluation items.

**B.17. — References**

**Option: Revised Reference Requirements.**

~~Do not assume automatic approval of any revision of the model text.~~

~~Revise the number of required references as appropriate. Revise the model text, as appropriate, to detail an alternate process for obtaining and evaluating references. Any such revision must be exactly detailed and clearly uniform in application with all respondents.~~

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**Option: Red-Line pro forma contract submittal.**

Add the following row to the RFQ Attachment B table ONLY if it would benefit the State to be amenable to making changes to the pro forma contract. Inclusion of this provision requires prior review and approval by CPO Legal. Add the following section and number as appropriate.

	<b>B.#.</b>	The Respondents are permitted to submit, as part of their Response, a “redline” of RFQ Attachment G, Pro Forma Contract, that tracks the Respondents’ request for alternative or supplemental contract language. The redline changes that are allowed by this provision shall not include any exceptions or	
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	changes that (1) contradict any applicable state or federal law; (2) a mandatory requirement identified in RFQ Attachment A; or (3) alter any deadlines in the Schedule of Events.	
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**ATTACHMENT C: TECHNICAL RESPONSE & EVALUATION GUIDE**

**Technical Qualifications, Experience & Approach**

The sum of all Evaluation Factors within the section should equal “100” (or “1,000”) so that the relative percentage of importance/ emphasis is readily apparent.

Assign Evaluation Factors such that the Point Scale Score for the evaluation factors will be weighted to reflect the relative importance of the item to the other evaluation factors within the section.

If all evaluation factors in the section are to be considered (weighted) equally, specify “1” as the Evaluation Factor for every factor.

**Option: Additional Technical Qualifications, Experience & Approach Items.** Add evaluation items to the RFQ Attachment C table so that the state has the best possible information upon which to select a Respondent for contract award.

**Option: Oral Presentations as part of Technical Response & Evaluation Guide**

Oral Presentations may NOT include “general” questions and answers. All questions must either be scripted questions asked by state staff or subject matter experts in every response presentation or a specific question in exact follow-up to particular information presented by the respondent in response to one or more of the Oral Presentation items. Renumber RFQ Attachment C as Section 1 and add the following as RFQ Attachment C – Section 2.

**RFQ ATTACHMENT C— SECTION 2**

**TECHNICAL RESPONSE & EVALUATION GUIDE**

**SECTION C: ORAL PRESENTATION OR FIELD TEST.** The Respondent must address ALL Oral Presentation or Field Test Items (below).

A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the oral presentation or field test 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.

<b><u>RESPONDENT LEGAL ENTITY NAME:</u></b>			
<b><u>Oral Presentation or Field Test Items</u></b>	<b><u>Item Score</u></b>	<b><u>Evaluation Factor</u></b>	<b><u>Raw Weighted Score</u></b>
<b><u>D.1. ORAL PRESENTATION OR FIELD TEST TOPIC OR QUESTION TO BE ADDRESSED</u></b>		<b><u>NUMBER</u></b>	
<b><u>D.2. REPEAT REQUIREMENT ITEMS &amp; ASSOCIATED ITEM REFERENCES AND WEIGHTS AS NECESSARY</u></b>		<b><u>NUMBER</u></b>	

<b>RESPONDENT LEGAL ENTITY NAME:</b>		
<b>Total Raw Weighted Score</b> ( <i>sum of Raw Weighted Scores above</i> ):		
The Solicitation Coordinator will use this sum and the formula below to calculate the score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.		
<b>total raw weighted score</b>		
<b>maximum possible raw weighted score</b> <i>(i.e., 5 x the sum of item weights above)</i>	<b>X RFP § 5.1. NUMBER</b> <i>(maximum section score)</i>	<b>= SCORE:</b>
<i>State Use – Evaluator Identification:</i>		
<i>State Use – Solicitation Coordinator Signature, Printed Name &amp; Date:</i>		

**Option: Cost Proposals**

**ATTACHMENT D: COST PROPOSAL & EVALUATION GUIDE ATTACHMENT**

Each line item on which the State is seeking costs must clearly specify the associated, applicable units of goods or services. While the line item of cost description should stipulate the applicable units of goods or services, it should also be specified within each blank cost cell. Examples: \$ \_\_\_ / hour, or \$ \_\_\_ / each, etc.

The Cost Proposal format should not require calculations by Respondents.

~~The Cost Proposal & Evaluation Guide (and the associated pro forma contract payment methodology) must be drafted so that NO Respondent is able to propose cost in such a manner that the Evaluation Cost Amount would equal zero. This is critical if the cost response evaluation formula is to mathematically result in rational numbers as cost response scores. (In some instances, it might be necessary to require a minimum proposed amount for one or more line item of costs.)~~

**ATTACHMENT D**

**Cost Proposal & Evaluation Guide**  
*For Qualified Respondents Only*

**NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED**

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

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

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

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

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

<b>RESPONDENT SIGNATURE:</b>			
<b>PRINTED NAME &amp; TITLE:</b>			
<b>DATE:</b>			
<b>RESPONDENT LEGAL ENTITY NAME:</b>			
<b>Line item of cost Description</b>	<b>Proposed Cost</b>	<b>State Use Only</b>	
		<b>Evaluation Factor</b>	<b>Evaluation Cost (cost x factor)</b>
<b>DESCRIPTION</b>	<b>\$ / UNIT</b>	<b>NUMBER</b>	
<b>REPEAT AS NECESSARY</b>	<b>\$ / UNIT</b>	<b>NUMBER</b>	
<b>REPEAT AS NECESSARY</b>	<b>\$ / UNIT</b>	<b>NUMBER</b>	
<b>EVALUATION COST AMOUNT (sum of evaluation costs above):-</b>			

<b>RESPONDENT LEGAL ENTITY NAME:</b>			
Line item of cost Description	Proposed Cost	State Use Only	
		Evaluation Factor	Evaluation Cost (cost x factor)
The RFQ Coordinator will use this sum and the formula below to calculate the Cost Proposal Score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.			
lowest evaluation cost amount from all responses	x RFQ § 5.5. NUMBER (maximum section score)	=	SCORE:
evaluation cost amount being evaluated			
State Use – RFQ Coordinator Signature, Printed Name & Date:			

**EVALUATION FACTORS** — A factor associated with each line item of cost is used to foster reasonable, competitive price offers for each line item of costs and to prevent Respondents from offering prices with the intent of “gaming” the evaluation model and not resulting in the best actual cost to the state. The use of Evaluation Factors should also result in a more appropriate consideration of each line item of cost in terms of its relative impact upon the total cost to the state under the proposed contract. Typically, all Evaluation Factors must be based upon:

- historical data relating to the number of the associated goods or services units previously bought by the state for a comparable period; OR
- the procuring state agency’s reasoned projection of the actual number of each line item of cost units that the state will buy under the new contract during the entire contract period (with all options, if any, to extend the contract exercised).

(If one or more milestone or other lump sum type payment amounts are included in the mix of line item of costs, the logical Evaluation Factor for each milestone or lump sum line item of cost should typically be “1” since each payment amount would be remitted only one time.)

**Option: Cost Proposal Format Default – ONE Payment Rate Per Line item of cost (static or CPI-escalated).**

Use the default Cost Proposal schedule if the Respondents must offer only one rate per all goods or services for the entire contract period (with or without rate escalation provisions are detailed in the *pro forma* contract).

**Option: Cost Proposal Format – Unit or Temporal Rate Payments (proposed by period).**

Use the following table if the Respondents must offer rates for one or more cost items for each of several specified periods of the contract.



**ATTACHMENT D**

**Cost Proposal & Evaluation Guide**  
*For Qualified Respondents Only*

**NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED**

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

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

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

Notwithstanding the cost items herein, pursuant to the second paragraph of the *pro forma* contract section C.1. (refer to RFQ Attachment G), "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 proposing entity to the provisions of this RFQ 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 proposing entity.

<b>RESPONDENT SIGNATURE:</b>								
<b>PRINTED NAME &amp; TITLE:</b>								
<b>DATE:</b>								
<b>RESPONDENT LEGAL ENTITY NAME:</b>								
<b>Cost Item Description</b>	<b>Proposed Cost</b>					<b>State Use ONLY</b>		
	<b>DATE— DATE</b>	<b>DATE— DATE</b>	<b>DATE— DATE</b>	<b>DATE— DATE</b>	<b>DATE— DATE</b>	<b>Sum</b>	<b>Evaluation Factor</b>	<b>Evaluation Cost (sum x factor)</b>
<b>DESCRIPTION</b>	\$ / UNIT	\$ / UNIT	\$ / UNIT	\$ / UNIT	\$ / UNIT		NUMBER	
<b>REPEAT AS NECESSARY</b>	\$ / UNIT	\$ / UNIT	\$ / UNIT	\$ / UNIT	\$ / UNIT		NUMBER	

<b>RESPONDENT LEGAL ENTITY NAME:</b>								
<b>Cost Item Description</b>	<b>Proposed Cost</b>					<b>State-Use ONLY</b>		
	<b>DATE— DATE</b>	<b>DATE— DATE</b>	<b>DATE— DATE</b>	<b>DATE— DATE</b>	<b>DATE— DATE</b>	<b>Sum</b>	<b>Evaluation Factor</b>	<b>Evaluation Cost (sum x factor)</b>
REPEAT AS NECESSARY	\$ / UNIT	\$ / UNIT	\$ / UNIT	\$ / UNIT	\$ / UNIT		NUMBER	
REPEAT AS NECESSARY	\$ / UNIT	\$ / UNIT	\$ / UNIT	\$ / UNIT	\$ / UNIT		NUMBER	
REPEAT AS NECESSARY	\$ / UNIT	\$ / UNIT	\$ / UNIT	\$ / UNIT	\$ / UNIT		NUMBER	
<b>TOTAL EVALUATION COST AMOUNT</b> (sum of evaluation costs above):- The Solicitation Coordinator will use this sum and the formula below to calculate the Cost Proposal Score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.								
$\frac{\text{lowest evaluation cost amount from all proposals}}{\text{evaluation cost amount being evaluated}}$						$\times \text{RFQ } \$ 5.5 \text{ NUMBER (maximum possible score)}$	$=$	<b>SCORE:</b>
State Use – RFQ Coordinator Signature, Printed Name & Date:								

**Option: Cost Proposal Format – NO Evaluation Factors Column contract**

In those instances where the relative importance of ALL line item of costs is equal (for example, if payments will be only based on milestone/ lump sum type payments in which the sum of all of the line item of costs would equal the anticipated cost of the contract), all Evaluation Factors would equal "1." Inasmuch, it would be acceptable to draft the Cost Proposal format without the preamble notice relating to Evaluation Factors as well as without the Evaluation Factor column or the Sum and Evaluation Factor columns.

**Option: Cost Proposal & Evaluation Guide.**

Revise the Cost Proposal & Evaluation Guide detailed in the model, as appropriate, to direct respondents to complete a protected spreadsheet ("protected" so that respondents may only insert proposed cost as required) provided by the state along with the RFQ in lieu of completing the Cost Proposal table illustrated in the guide.

**ATTACHMENT E: STATEMENT OF CERTIFICATIONS & ASSURANCES**

**Option: Alternate Language if Red-Line Allowed**

Modify Item 3 as follows if Red-Line pro forma contract submittal was permitted in RFQ Attachment B.

**Option: Awarded Respondent shall accept payment via the State’s Purchasing Card**

Add the following as Item 4 only after performing market research and determining that: (a) requiring vendors to accept payments via purchasing card is generally accepted in the marketplace; and (b) requiring prospective Respondents to accept the State’s Purchasing Card at no cost to the State will not materially affect competition.

The Respondent awarded the Contract resulting from this RFQ shall accept the State Purchasing Card (“P-Card”) as a form of payment at no cost to the State and provide level III data reporting information.

**Option: Alternate Language if soliciting Cost Proposals**

Modify Item 9 as follows if the State will solicit Cost Proposals from Qualified Respondents.

**ATTACHMENT F: REFERENCE QUESTIONNAIRE**

**Option: Questionnaire Revision.**

Select one of the two different Reference Questionnaire options available below, depending on your procurement needs.

Add, delete, or revise questionnaire items as appropriate to the subject procurement so that the state has the best possible information upon which to select a Respondent for contract award. Revise the number of required references as appropriate. Revise the model text, as appropriate, to detail an alternate process for obtaining and evaluating references. Any such revision must be exactly detailed and clearly uniform in application with all respondents.

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**RFQ ATTACHMENT F**

**REFERENCE QUESTIONNAIRE**

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

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The Respondent will be solely responsible for obtaining completed reference questionnaires as detailed below. Provide references from individuals who are not current State employees of the procuring State Agency for projects similar to the goods or services sought under this RFQ and which represent:

- two (2) contracts Respondent currently services that are similar in size and scope to the services required by this RFQ; and
- three (3) completed contracts that are similar in size and scope to the services required by this RFQ.

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 individual contact reference provided for each contract or project shall not

be a current State employee of the procuring State agency. Procuring State agencies that accept references from another State agency shall document, in writing, a plan to ensure that no contact is made between the procuring State agency and a referring State agency. The standard reference questionnaire, should be used and completed, and is provided on the next page of this RFQ Attachment F. In order to obtain and submit the completed reference questionnaires following one of the two processes below.

Written:

- (a) Add the Respondent's name to the standard reference questionnaire at RFQ Attachment F and make a copy for each reference.
- (b) Send a reference questionnaire and new, standard #10 envelope to each reference.
- (c) Instruct the reference to:
  - (i) complete the reference questionnaire;
  - (ii) sign and date the completed reference questionnaire;
  - (iii) seal the completed, signed, and dated reference questionnaire within the envelope provided;
  - (iv) sign his or her name in ink across the sealed portion of the envelope; and
  - (v) return the sealed envelope directly to the Respondent (the Respondent may wish to give each reference a deadline, such that the Respondent will be able to collect all required references in time to include them within the sealed Technical Response).
- (d) Do NOT open the sealed references upon receipt.
- (e) Enclose all sealed reference envelopes within a larger, labeled envelope for inclusion in the Technical Response as required.

Email:

- (a) Add the Respondent's name to the standard reference questionnaire at RFQ Attachment F and make a copy for each reference.
- (b) E-mail a reference questionnaire to each reference.
- (c) Instruct the reference to:
  - (i) complete the reference questionnaire;
  - (ii) sign and date the completed reference questionnaire;
  - (iii) E-mail the reference directly to the Solicitation Coordinator by the RFQ Technical Response Deadline with the Subject line of the e-mail as "[Respondent's Name] Reference for RFQ # NUMBER".

NOTES:

- The State will not accept late references or references submitted by any means other than the two which are 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 reference e-mails or sealed reference envelopes included in the Technical Response package, the State reserves the right to confirm and clarify information detailed in the completed reference questionnaires, and may consider clarification responses in the evaluation of references.
- The State is under no obligation to clarify any reference information.

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**RFQ # NUMBER REFERENCE QUESTIONNAIRE**

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

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

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

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

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

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

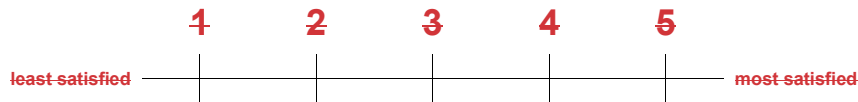
<b>NAME:</b>	
<b>TITLE:</b>	
<b>TELEPHONE #</b>	
<b>E-MAIL ADDRESS:</b>	

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

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

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



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

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

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

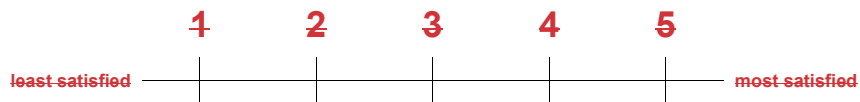
(7)(6) How satisfied are you with the vendor's ability to perform based on your expectations and according to the contractual arrangements?

(8) In what areas of goods or service delivery do/did the vendor excel?

(9) In what areas of goods or service delivery do/did the vendor fall short?

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

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

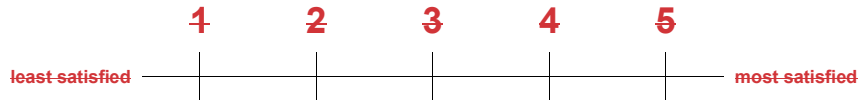


What, if any, comments do you have regarding the score selected above?

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

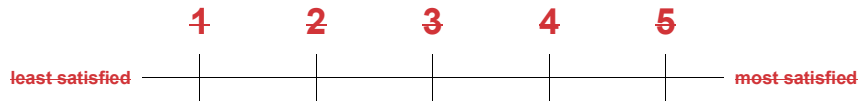
*Please respond by circling the appropriate number on the scale below.*



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

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

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



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:**

\_\_\_\_\_

**REFERENCE QUESTIONNAIRE**

**RESPONDENT NAME:** \_\_\_\_\_  
**RFQ # NUMBER** \_\_\_\_\_

The Respondent will be responsible for obtaining completed Reference Questionnaires as required and for enclosing the sealed envelopes within the response.

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

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

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

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

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

<b>NAME:</b>	
<b>TITLE:</b>	
<b>TELEPHONE #</b>	
<b>E-MAIL ADDRESS:</b>	

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

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- (4) What is the level of your overall satisfaction with the vendor of the goods or services described above?
  
- (5) Were the goods delivered or services completed in compliance with the terms of the contract, on time, and within budget?
  
- (6) How satisfied are you with the vendor's ability to perform based on your expectations and according to the contractual arrangements?
  
- (7) What is the level of your satisfaction with the vendor's project management structures, processes, and personnel?
  
- (8) Would you contract again with the vendor for the same or similar goods or services?

**SIGNATURE:**

~~(by the individual completing this reference questionnaire)~~

\_\_\_\_\_

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

**DATE:**

\_\_\_\_\_

**ATTACHMENT G: PRO FORMA CONTRACT ATTACHMENT**

Draft the *pro forma* contract in accordance with the appropriate contract model.

**Option: Disclaimer for Government Entity Contracts.**

Add the following optional text to the attachment cover page if deemed appropriate.

If the contract is awarded to a governmental entity established pursuant to *Tennessee Code Annotated* (e.g., a human resource agency, a developmental district, the University of Tennessee, or a Board of Regents school), the standard terms and conditions of the contract shall be revised accordingly; however, significant performance requirements shall not be revised.

#### APPROVAL INSTRUCTIONS

Each RFQ document must be approved for release in accordance with the instructions below.

Complete the document as required by this [Model Template](#).

Submit the proposed document to CPO at least 20 days before the desired RFQ release date. (Notwithstanding compliance with this deadline, circumstances may necessitate a delay of the release date.)

Submit the document draft to CPO via e-mail to ~~Agcprs.Agcprrs@tn.gov~~ or the CPO examiner assigned to the contracting agency as a digital file in DOC format. Each draft must:

1. be clearly marked as "REVIEW DRAFT"
2. specify a number indicating the draft version;
3. highlight all deviations from the model language; and
4. highlight any changes between draft versions that may be necessary prior to release:
  - CPO staff will: (a) review the draft and confer with contracting agency staff by means of e-mailed review notes and redrafts; and (b) e-mail the proposed document to Comptroller staff when the CPO review is completed.
  - Comptroller staff will: (a) review the draft and confer directly with CPO by means of review notes and redrafts exchanged by e-mail; and (b) e-mail pre-approval notice to CPO staff when the latest draft appears acceptable for release.

Approval is also required for any amendment or cancellation.

#### PUBLICATION INSTRUCTIONS

Upon Comptroller approval, prepare the solicitation document for public release by removing any highlighting, changing all text to an appropriate color, and removing any draft version number or other extraneous notations.

On the business day before the date approved for public solicitation, e-mail the document prepared for public release to the CPO staff person assigned to the contracting agency so that CPO staff may post the digital document(s) on the Internet as appropriate.

The document presented for publication must be comprised by one or more (clearly and logically separated component) digital files in PDF or DOC format. If previously approved, the cost response attachment may be presented for publication in XLS, spreadsheet format.

ALWAYS confirm that each document is properly posted for public review.

If, for any reason, an RFQ is not properly published to the Internet, it may be necessary for the state to substantially revise the approved RFQ schedule of events to add additional time before Q&A and response deadlines.



STATE OF TENNESSEE  
CENTRAL PROCUREMENT OFFICE

REQUEST FOR QUALIFICATIONS  
FOR  
BRIEF GOODS OR SERVICES CAPTION

RFQ # NUMBER

TABLE OF CONTENTS

SECTIONS:

1. Introduction
2. RFQ Schedule of Events
3. Response Requirements
4. General Information & Requirements
5. Procurement Process **& Contract Award**

ATTACHMENTS:

- A. Technical Response & Evaluation Guide – Mandatory Requirement Items
- B. Technical Response & Evaluation Guide – General Qualifications & Experience Items
- C. Technical Response & Evaluation Guide – Technical Qualifications, Experience & Approach Items
- D. **Cost Proposal & Evaluation Guide**
- E. Statement of Certifications & Assurances
- F. Reference Questionnaire
- G. *Pro Forma* Contract

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**1. INTRODUCTION**

The State of Tennessee, **Central Procurement Office**, hereinafter referred to as "the State," issues this Request for Qualifications ("RFQ") to define mandatory goods or services requirements; solicit responses; detail response requirements; and, outline the State's process for evaluating responses.

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

**1.1. Statement of Procurement Purpose**

**BRIEF, HIGH-LEVEL EXPLANATION OF GOODS OR SERVICES SOUGHT OR A SUMMARY OF THE PROBLEM TO BE ADDRESSED. HIGHLIGHT THE PURPOSE OF THE RFQ (TO SELECT A VENDOR/NUMBER OF VENDORS) THAT ARE QUALIFIED TO MEET THE STATE'S NEEDS FOR THE GOODS OR SERVICES REQUESTED BY THE STATE.**

**INCLUDE A SUMMARY OF THE PROBLEM TO BE ADDRESSED, FURTHER INFORMATION ABOUT INITIATIVE, SUMMARY BACKGROUND INFORMATION, ETC., AS NEEDED. DO NOT ASSUME THAT DETAILED SPECIFICATIONS OR SCOPE OF WORK (WHICH SHOULD BE SET OUT IN THE PRO FORMA CONTRACT), WILL BE APPROVED FOR THIS SECTION.**

**INCLUDE THE TOTAL ESTIMATED SCOPE OR VOLUME FOR THE CURRENT CONTRACT PERIOD, IF APPLICABLE, AND FOR THE NEW CONTRACT PERIOD.**

**1.2. Pre-Response Conference**

A Pre-Response Conference will be held at the time and date detailed in the RFQ Schedule of Events, RFQ § 2. Pre-Response Conference attendance is not mandatory, and potential Respondents may be limited to a maximum number of attendees depending upon overall attendance and space limitations. Please contact the Solicitation Coordinator to RSVP for the Pre-Response Conference. The Conference will be held at:

**ADDRESS/LOCATION  
OTHER APPROPRIATE INFORMATION IF ANY**

**1.3. Notice of Intent to Respond**

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

**1.4. Definitions and Abbreviations**

**DEFINE ABBREVIATIONS OR TERMS USED THROUGHOUT THE RFQ.**

TERM	DEFINITION

## 2. RFQ SCHEDULE OF EVENTS

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

EVENT		TIME (Central Time Zone)	DATE (all dates are State business days)
1.	RFQ Issued		DATE
2.	Disability Accommodation Request Deadline	2:00 p.m.	≥ 3 BUSINESS DAYS LATER
3.	Pre-Response Conference	TIME	≥ 1 BUSINESS DAY LATER
4.	Notice of Intent to Respond Deadline	2:00 p.m.	≥ 1 BUSINESS DAY LATER
5.	Written "Questions & Comments" Deadline	2:00 p.m.	≥ 3 BUSINESS DAYS LATER
6.	State response to written "Questions & Comments"		≥ 3 BUSINESS DAYS LATER
7.	RFQ <del>Technical</del> Response Deadline	2:00 p.m.	≥ 5 BUSINESS DAYS LATER
8.	State <u>Evaluation Notice of Qualified Respondent(s) Released</u>		≥ 1 BUSINESS DAY LATER

### 3. RESPONSE REQUIREMENTS

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

- 3.1.1. **Mandatory Requirements:** This section details the mandatory technical, functional, and experience requirements that must be demonstrated in the response to this RFQ in order to be passed on to Phase II of the Technical Response evaluation. A Respondent should duplicate and use RFQ Attachment A as a guide to organize responses for the Mandatory Requirements of the RFQ response. The Respondent should reference the page location of the information within the response in the indicated column of the table. This section is included in the State's evaluation as to whether or not a Respondent meets mandatory qualifications (Phase I).
- 3.1.2. **General Qualifications & Experience:** This section is included in the State's evaluation of Phase II of the Technical Response Evaluation and details general information and qualifications that must be demonstrated in the response to this RFQ. A Respondent should duplicate and use RFQ Attachment B as a guide to organize responses for this portion of the RFQ response. The Respondent should reference the page location of the information within the response in the indicated column of the table.
- 3.1.3. **Technical Qualifications, Experience & Approach:** This section is also included in the State's evaluation of Phase II of the Technical Response Evaluation and details technical qualifications, experience, and approach items that must be demonstrated in the response to this RFQ. A Respondent should duplicate and use RFQ Attachment C as a guide to organize responses for this portion of the RFQ response. The Respondent should reference the page location of the information within the response in the indicated column of the table.

**3.1.4. — Cost Proposal: *For Qualified Respondents only***

**3.1.4.1.3.1.4. — This section only applies to those respondents identified as being Qualified. See RFQ § 2, Schedule of Events, "State Notice of Qualified Respondents Released."**

**3.1.4.2.3.1.4.1. —** If included as part of this solicitation, then the Cost Proposal must be recorded on an exact duplicate of RFQ Attachment D, Cost Proposal & Evaluation Guide. Any response that does not follow the instructions included in RFQ Attachment D may be deemed nonresponsive.

**3.1.4.3.3.1.4.2. —** A Respondent must only record the proposed cost exactly as required by the RFQ Attachment D, Cost Proposal & Evaluation Guide and must NOT record any other rates, amounts, or information.

**3.1.4.4.3.1.4.3. —** The proposed cost shall incorporate ALL costs for services under the contract for the total contract period.

**3.1.4.5.3.1.4.4. —** A Respondent must sign and date the Cost Proposal.

**3.1.4.6.3.1.4.5. —** A Respondent must submit the Cost Proposal to the State in a sealed package separate from the Technical Response.

### 3.2. Response Delivery Location

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

**SOLICITATION COORDINATOR NAME  
ADDRESS/LOCATION (INCLUDE FLOOR NUMBER)  
PHONE NUMBER**

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OTHER APPROPRIATE INFORMATION IF ANY

3.3. Response Format

3.3.1. A Respondent must ensure that the original response meets all form and content requirements detailed within this RFQ.

3.3.2. A Respondent must submit original response documents and copies as specified below.

3.3.2.1. Technical Response

One (1) original Technical Response paper document clearly labeled:

**“RFQ #NUMBER TECHNICAL RESPONSE ORIGINAL”**

and five (5) copies of the Technical Response each in the form of one (1) digital document in “PDF” format properly recorded on its own otherwise blank, ~~standard CD-R recordable disc or~~ USB flash drive labeled:

**“RFQ #NUMBER TECHNICAL RESPONSE COPY”**

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

3.3.2.2. Cost Proposal: -For Qualified Respondents only,

One (1) original Cost Proposal paper document labeled:

**“RFQ #NUMBER COST PROPOSAL ORIGINAL”**

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

**“RFQ #NUMBER 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.

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

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

3.5. Response Errors & Revisions

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

3.6. **Response Withdrawal**

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

3.7. **Response Preparation Costs**

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



#### 4. GENERAL INFORMATION & REQUIREMENTS

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##### 4.1. Communications

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

**NAME, TITLE  
ADDRESS  
PHONE  
EMAIL ADDRESS**

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

- 4.1.2. Potential respondents with a handicap or disability may receive accommodation relating to the communication of this RFQ and participating in the RFQ process. Potential respondents may contact the RFQ Coordinator to request such reasonable accommodation no later than the Disability Accommodation Request Deadline detailed in RFQ § 2, Schedule of Events.

- 4.1.3. **Unauthorized contact about this RFQ with other employees or officials of the State of Tennessee may result in disqualification from contract award consideration.**

- 4.1.4. Notwithstanding the foregoing, potential Respondents may also contact the following as appropriate:

- 4.1.4.1. Staff of the Governor's Office of Diversity Business Enterprise may be contacted for assistance with respect to available minority-owned, woman-owned, service-disabled veteran-owned, businesses owned by persons with disabilities and small business enterprises as well as general public information relating to this request; or

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

**NAME, TITLE  
ADDRESS  
PHONE  
EMAIL ADDRESS**

##### 4.2. Nondiscrimination

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

##### 4.3. Conflict of Interest

- 4.3.1. The State may not consider a proposal from an individual who is, or within the past six (6) months has been, a State employee. For these purposes,

- 4.3.1.1. An individual shall be deemed a State employee until such time as all compensation for salary, termination pay, and annual leave has been paid;
  - 4.3.1.2. A contract with or a proposal from a company, corporation, or any other contracting entity in which a controlling interest is held by any State employee shall be considered to be a contract with or proposal from the employee; and
  - 4.3.1.3. A contract with or a proposal from a company, corporation, or any other contracting entity that employs an individual who is, or within the past six months has been, a State employee shall not be considered a contract with or a proposal from the employee and shall not constitute a prohibited conflict of interest.
- 4.3.2. This RFQ is also subject to Tenn. Code Ann. § 12-4-101—105.

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

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

**4.5. Disclosure of Response Contents**

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

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

- 4.6.1. All persons, agencies, firms or other entities that provide legal or financial opinions, which a Respondent provides for consideration and evaluation by the State as part of a response to this RFQ, shall be properly licensed to render such opinions.
- 4.6.2. Before the Contract resulting from this RFQ is signed, the apparent successful Respondent (and Respondent employees and subcontractors, as applicable) must hold all necessary, appropriate business and professional licenses to provide service as required. The State may require any Respondent to submit evidence of proper licensure.
- 4.6.3. Before the Contract resulting from this RFQ is signed, the apparent successful Respondent must provide a valid, Certificate of Insurance indicating current insurance coverage meeting minimum requirements as may be specified by the RFQ.
- 4.6.4. Before the Contract resulting from this RFQ is signed, the apparent successful Respondent must be registered with the Department of Revenue for the collection of Tennessee sales and use tax. The State shall not approve a contract unless the Respondent provides proof of such registration 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. To register, please visit the Department of Revenue's Tennessee Taxpayer Access Point (TNTAP) website for Online Registration and the Vendor Contract Questionnaire. These resources are available at the following:  
<https://tntap.tn.gov/eservices/> /#1

#### 4.7. RFQ Amendments & Cancellation

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

#### 4.8. State Right of Rejection

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

#### 4.9. Assignment & Subcontracting

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

4.9.5. Notwithstanding any State approval relating to subcontracts, the Contractor resulting from this RFQ will be the prime contractor and will be responsible for all work under the Contract.

4.10. **Next Ranked Respondent**

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

5. **PROCUREMENT PROCESS & CONTRACT AWARD**

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

(INSERT details as to how the ~~competitive range~~Competitive Range will be determined).

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

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

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

- 5.3. Cost Proposals: If cost is included ~~as an evaluation category in for~~ this solicitation, then ~~only Qualified Respondents, that are responsive and responsible and in the competitive range, Cost Proposals will continue onto Part Two, Cost Proposal evaluation. The be opened for the highest evaluated Respondent. If the Cost Proposal is not acceptable to the State and the Respondent, then the State will open the~~ Cost Proposal ~~containing the lowest cost will receive the maximum number of points per each section for the next apparent highest evaluated Respondent.~~ See RFQ Attachment D, Cost Proposal & Evaluation Guide.

- 5.4. Clarifications and Negotiations: The State reserves the right to award a contract on the basis of initial responses received; therefore, each response should contain the respondent's best terms from a technical and cost standpoint. However, the State reserves the right to conduct clarifications or negotiations with respondents. All communications, clarifications, and negotiations shall be conducted in a manner that supports fairness in response improvement.

5.4.1. Clarifications: The State may identify areas of a response that may require further clarification or areas in which it is apparent that there may have been miscommunications or misunderstandings as to the State's specifications or requirements. The State may seek to clarify those issues identified during one or multiple clarification round(s). Each clarification sought by the State may be unique to an individual respondent.

5.4.2. Negotiations: The State may elect to negotiate with Qualified Respondents, within the competitive range, by requesting revised responses, negotiating costs, or finalizing contract terms and conditions. The State reserves the right to conduct multiple negotiation rounds.

5.4.2.1. Cost Negotiations: All responsive respondents within the competitive range will be given equivalent information with respect to cost negotiations. All cost negotiations will be documented for the procurement file. Additionally, the State may conduct target pricing and other goods or services level negotiations. Target pricing may be based on considerations such as current pricing, market considerations, benchmarks, budget availability, or other methods that do not reveal individual respondent pricing. During target price negotiations, respondents are not obligated to meet or beat target prices, but will not be allowed to increase prices.

5.4.2.2. If the State determines costs and contract finalization discussions and negotiations are not productive, the State reserves the right to bypass the apparent best evaluated Respondent and enter into contract negotiations with the next apparent best evaluated Respondent.

5.5. Evaluation Guide

The State will consider qualifications, experience, technical approach, and cost (if applicable) in the evaluation of responses and award points in each of the categories detailed below. The maximum evaluation points possible for each category are detailed below.

Evaluation Category	Maximum Points Possible
Mandatory Requirements (refer to RFQ Attachment A)	Pass/Fail
General Qualifications, Experience, Technical Qualifications, Experience & Approach (refer to RFQ Attachment B)	NUMBER
Technical Qualifications, Experience & Approach (refer to RFQ Attachment C)	NUMBER

5.6. Contract Award

5.6.1. The Solicitation Coordinator will submit the Evaluation Team determinations and response scores to the head of the contracting agency, or the agency head's designee, for consideration along with any other relevant information that might be available and pertinent to contract award.

5.6.2. The contracting agency head, or the agency head's designee, will determine the apparent best-evaluated response. (To effect a contract award to a Respondent other than the one receiving the highest evaluation score, the head of the contracting agency must provide written justification and obtain written approval of the Chief Procurement Officer and the Comptroller of the Treasury.)

5.6.3. The State reserves the right to make an award without further discussion of any response.

5.6.4. The State will issue an Evaluation Notice and make the RFQ files available for public inspection at the time and date specified in the RFQ §2, Schedule of Events.

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

5.6.5. The Respondent identified as offering the apparent best-evaluated must sign a contract drawn by the State pursuant to this RFQ. The contract shall be substantially the same as the RFQ Attachment G, *pro forma* contract. The Respondent must sign said contract no later than the Respondent Contract Signature Deadline detailed in RFQ § 2, Schedule of Events. If the

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Respondent fails to provide the signed contract by the deadline, the State may determine the Respondent is non-responsive to this RFQ and reject the response.

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

5.6.7. If the State determines that a response is nonresponsive and rejects it, the Solicitation Coordinator will re-calculate scores to determine (or re-determine) the apparent best-evaluated response.

**ATTACHMENT A**

**TECHNICAL RESPONSE & EVALUATION GUIDE**

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

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

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		The Technical Response must be delivered to the State no later than the Technical Response Deadline specified in the RFQ § 2, Schedule of Events.	
		The Technical Response must not contain cost or pricing information of any type.	
		The Technical Response must not contain any restrictions of the rights of the State or other qualification of the response.	
		A Respondent must not submit alternate responses.	
		A Respondent must not submit multiple responses in different forms (as a prime and a subcontractor).	
	A.1.	Provide the Statement of Certifications and Assurances (RFQ Attachment E) completed and signed by an individual empowered to bind the Respondent to the provisions of this RFQ and any resulting contract. The document must be signed without exception or qualification.	
	A.2.	Provide a statement, based upon reasonable inquiry, of whether the Respondent or any individual who shall perform work under the contract has a possible conflict of interest (e.g., employment by the State of Tennessee) and, if so, the nature of that conflict.  NOTE: Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to cancel any award.	
	A.3.	<b>INSERT APPROPRIATE MANDATORY REQUIREMENT OPTIONS AS NEEDED. (FOLLOWING A.2., YOU MUST INCLUDE AT LEAST ONE OPTION TO DETERMINE FINANCIAL RESPONSIBILITY).</b>	
	A.4.	<b>IF NEEDED, INSERT ADDITIONAL MANDATORY REQUIREMENT OPTIONS. IF MORE THAN ONE ADDITIONAL OPTION IS NEEDED,</b>	



<b>RESPONDENT LEGAL ENTITY NAME:</b>			
<b>Response Page #</b> (Respondent completes)	<b>Item Ref.</b>	<b>Section A— Mandatory Requirement Items</b>	<b>Pass/Fail</b>
		CREATE A NEW, ADDITIONAL ROW BELOW AND ADD THE OPTION LANGUAGE.	
	<b>A. #.</b>	REPEAT MANDATORY REQUIREMENT ITEMS & ASSOCIATED ITEM REFERENCES AS NECESSARY	
<i>State Use – RFQ Coordinator Signature, Printed Name &amp; Date:</i>			

**ATTACHMENT B**

**TECHNICAL RESPONSE & EVALUATION GUIDE**

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

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

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

<b>RESPONDENT LEGAL ENTITY NAME:</b>		
<b>Response Page #</b> (Respondent completes)	<b>Item Ref.</b>	<b>Section B— General Qualifications &amp; Experience Items</b>
		<p>businesses owned by persons with disabilities, and small business enterprises. Please include the following information:</p> <ul style="list-style-type: none"> <li>(i) contract description;</li> <li>(ii) contractor name and ownership characteristics (i.e., ethnicity, gender, service-disabled, disability); and</li> <li>(iii) contractor contact name and telephone number.</li> </ul> <p>(c) <b>Estimated Participation.</b> Provide an estimated level of participation by business enterprises owned by minorities, women, service-disabled veterans, businesses owned by persons with disabilities, and small business enterprises if a contract is awarded to the Respondent pursuant to this RFQ. Please include the following information:</p> <ul style="list-style-type: none"> <li>(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 <b>DO NOT INCLUDE DOLLAR AMOUNTS</b>);</li> <li>(ii) anticipated goods or services contract descriptions;</li> <li>(iii) names and ownership characteristics (i.e., ethnicity, gender, service-disabled veterans, disability) of anticipated subcontractors and supply contractors.</li> </ul> <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 <a href="https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&amp;XID=9810">https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&amp;XID=9810</a> for more information.</p> <p>(d) <b>Workforce.</b> 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, service-disabled veterans, businesses owned by persons with disabilities, and small business enterprises and who offer a diverse workforce.</p>
	<b>B.16.</b>	<p>Provide a statement of whether or not the Respondent has any current contracts with the State of Tennessee or has completed any contracts with the State of Tennessee within the previous five-year period. If so, provide the following information for all current and completed contracts:</p> <ul style="list-style-type: none"> <li>(a) the name, title, telephone number and e-mail address of the State contact responsible for the contract at issue;</li> <li>(b) the name of the procuring State agency;</li> <li>(c) a brief description of the contract's specification for goods or scope of services;</li> <li>(d) the contract term; and</li> <li>(e) the contract number.</li> </ul>

<b>RESPONDENT LEGAL ENTITY NAME:</b>		
<b>Response Page #</b> (Respondent completes)	<b>Item Ref.</b>	<b>Section B— General Qualifications &amp; Experience Items</b>
	<b>B.17.</b>	<p>Provide customer references from individuals who are <u>not</u> current or former State employees for projects similar to the goods or services sought under this RFQ and which represent:</p> <ul style="list-style-type: none"> <li>• <del>two (2) accounts Respondent currently services that are similar in size to the State; and</del></li> <li>• <del>three (3) completed projects.</del></li> </ul> <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 RFQ Attachment F. References that are not completed as required may be deemed nonresponsive and may not be considered.</p> <p>The Respondent will be <u>solely</u> responsible for obtaining fully completed reference questionnaires and including them in the sealed Technical Response. In order to obtain and submit the completed reference questionnaires, follow the process below:</p> <p>(a) <del>Add the Respondent's name to the standard reference questionnaire at Attachment F, and make a copy for each reference.</del></p> <p>(b) <del>Send a reference questionnaire and a new, standard #10 envelope to each reference.</del></p> <p>(c) <del>Instruct the reference to:</del></p> <ul style="list-style-type: none"> <li>(i) <del>complete the reference questionnaire;</del></li> <li>(ii) <del>sign and date the completed reference questionnaire;</del></li> <li>(iii) <del>seal the completed, signed, and dated reference questionnaire within the envelope provided;</del></li> <li>(iv) <del>sign his or her name in ink across the sealed portion of the envelope; and</del></li> <li>(v) <del>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).</del></li> </ul> <p>(d) <del>Do NOT open the sealed references upon receipt.</del></p> <p>(e) <del>Enclose all sealed reference envelopes within a larger, labeled envelope for inclusion in the Technical Response as required.</del></p> <p>NOTES:</p> <ul style="list-style-type: none"> <li>• <del>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.</del></li> <li>• <del>The State will not review more than the number of required references indicated above.</del></li> <li>• <del>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.</del></li> <li>• <del>The State is under no obligation to clarify any reference information.</del></li> </ul>
	<b>B.1817</b>	Provide a statement and any relevant details addressing whether the Respondent is any of the following:

<b>RESPONDENT LEGAL ENTITY NAME:</b>		
<b>Response Page #</b> (Respondent completes)	<b>Item Ref.</b>	<b>Section B— General Qualifications &amp; Experience Items</b>
		<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 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;</p> <p>(c) is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed above; and</p> <ul style="list-style-type: none"> <li>▪ 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.</li> </ul>
	<b>B.#.</b>	<b>REPEAT REQUIREMENT ITEMS &amp; ASSOCIATED ITEM REFERENCES AS NECESSARY</b>
	<b>B.#.</b>	<b>REPEAT REQUIREMENT ITEMS &amp; ASSOCIATED ITEM REFERENCES AS NECESSARY</b>
<p><b>SCORE (for all Section B— Qualifications &amp; Experience Items above):</b> (maximum possible score = <b>RFQ § 5.5. NUMBER</b>)</p>		
<p><i>State Use – Evaluator Identification:</i></p>		

**ATTACHMENT C**

**TECHNICAL RESPONSE & EVALUATION GUIDE**

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

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

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

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

<b>RESPONDENT LEGAL ENTITY NAME:</b>					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	<b>C.1.</b>	Provide a narrative that illustrates the Respondent's understanding of the State's requirements and project schedule.		<b>NUMBER</b>	
	<b>C.2.</b>	Provide a narrative that illustrates how the Respondent will complete the delivery of goods or scope of services, accomplish required objectives, and meet the State's project schedule.		<b>NUMBER</b>	
	<b>C.3.</b>	Provide a narrative that illustrates how the Respondent will manage the project, ensure delivery of specified goods or completion of the scope of services, and accomplish required objectives within the State's project schedule.		<b>NUMBER</b>	
	<b>C.#.</b>	<b>REPEAT REQUIREMENT ITEMS &amp; ASSOCIATED ITEM REFERENCES &amp; WEIGHTS AS NECESSARY</b>		<b>NUMBER</b>	
<i>The Solicitation Coordinator will use this sum and the formula below to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.</i>			<b>Total Raw Weighted Score:</b> <i>(sum of Raw Weighted Scores above)</i>		
<b>Total Raw Weighted Score</b>		<b>X RFQ § 5.5. NUMBER</b> <i>(maximum possible score)</i>	<b>= SCORE:</b>		
<b>Maximum Possible Raw Weighted Score</b> <i>(i.e., 5 x the sum of item weights above)</i>					
<i>State Use – Evaluator Identification:</i>					

<b>RESPONDENT LEGAL ENTITY NAME:</b>					
<b>Response Page #</b> (Respondent completes)	<b>Item Ref.</b>	<b>Section C— Technical Qualifications, Experience &amp; Approach Items</b>	<b>Item Score</b>	<b>Evaluation Factor</b>	<b>Raw Weighted Score</b>
<i>State Use – Solicitation Coordinator Signature, Printed Name &amp; Date:</i>					



**ATTACHMENT D**

**Cost Proposal & Evaluation Guide**  
*For Qualified Respondents Only*

Cost Proposals/Negotiations will only be requested of Qualified Respondents in the competitive range. This is a place holder for the document that will be issued to Qualified Respondents at that part of the procurement process.

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**ATTACHMENT E**

**STATEMENT OF CERTIFICATIONS AND ASSURANCES**

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

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

1. The Respondent will comply with all of the provisions and requirements of the RFQ.
2. The Respondent will provide all specified goods or services as required by the contract awarded pursuant to this RFQ.
3. The Respondent accepts and agrees to all terms and conditions set out in the contract awarded pursuant to this RFQ.
4. The Respondent acknowledges and agrees that a contract resulting from the RFQ shall incorporate, by reference, all Response responses as a part of the contract.
5. The Respondent will comply, as applicable, with:
  - (a) the laws of the State of Tennessee;
  - (b) Title VI of the federal Civil Rights Act of 1964;
  - (c) Title IX of the federal Education Amendments Act of 1972;
  - (d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government; and,
  - (e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government.
6. To the best of the undersigned's knowledge, information or belief, the information detailed within the Response to the RFQ is accurate.
7. The Response submitted to the RFQ was independently prepared, without collusion, and 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 the request or any potential resulting contract.
9. The Response submitted in response to the RFQ shall remain valid for at least 120 days subsequent to the date of the Response opening and thereafter in accordance with any contract pursuant to the RFQ.
10. The Respondent affirms the following statement, as required by the Iran Divestment Act Tenn. Code Ann. § 12-12-111: "By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to § 12-12-106." For reference purposes, the list is currently available online at: <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-/public-information-library.html>.

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

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

**SIGNATURE & DATE:**

\_\_\_\_\_

**PRINTED NAME & TITLE:**

\_\_\_\_\_

LEGAL ENTITY NAME:

\_\_\_\_\_  
\_\_\_\_\_

ATTACHMENT F Formatted Table

**REFERENCE QUESTIONNAIRE**

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

The Respondent will be responsible for obtaining completed reference questionnaires as detailed below.

Provide references from individuals who are not current State employees of the procuring State Agency for projects similar to the goods or services sought under this RFQ and which represent:

- two (2) contracts Respondent currently services that are similar in size and scope to the services required by this RFP; and
- three (3) completed contracts that are similar in size and scope to the services required by this RFQ.

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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. ~~(refer to~~The individual contact reference provided for each contract or project shall not be a current State employee of the procuring State agency. Procuring State agencies that accept references from another State agency shall document, in writing, a plan to ensure that no contact is made between the procuring State agency and a referring State agency. The standard reference questionnaire, should be used and completed, and is provided on the next page at RFQ Attachment F. In order to obtain and submit the completed reference questionnaires following one of the two processes below.

Written:

- (a) Add the Respondent's name to the standard reference questionnaire at RFQ Attachment F and make a copy for each reference.
- (b) Send a reference questionnaire and new, standard #10 envelope to each reference.
- (c) Instruct the reference to:
  - (i) complete the reference questionnaire;
  - (ii) sign and date the completed reference questionnaire;
  - (iii) seal the completed, signed, and dated reference questionnaire within the envelope provided;
  - (iv) sign his or her name in ink across B, General Qualifications & Experience Items, Item B.17.), and for enclosing the sealed portion of the envelope; and
  - (v) return the sealed envelope directly to the Respondent (the Respondent may wish to give each reference a deadline, such that the Respondent will be able to collect all required references in time to include them within the sealed Technical Response).
- (d) Do NOT open the sealed references upon receipt.
- (e) Enclose all sealed reference envelopes within a larger, labeled envelope for inclusion in the Technical Response as required.

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Email:

- (a) Add the Respondent's name to the standard reference questionnaire at RFQ Attachment F and make a copy for each reference.
- (b) E-mail a reference questionnaire to each reference.

(c) Instruct the reference to:

- (i) complete the reference questionnaire;
- (ii) sign and date the completed reference questionnaire;
- (iii) E-mail the reference directly to the Solicitation Coordinator by the RFQ Technical Response Deadline with the Subject line of the e-mail as "[Respondent's Name] Reference for RFQ # NUMBER".

NOTES:

- The State will not accept late references or references submitted by any means other than the two which are 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 reference e-mails or sealed reference envelopes included in the Technical Response package, the State reserves the right to confirm and clarify information detailed in the completed reference questionnaires, and may consider clarification responses in the evaluation of references.
- The State is under no obligation to clarify any reference information, the Respondent's Technical Proposal.

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(Insert Reference Questionnaire on following page)

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**ATTACHMENT G**

**RFQ # NUMBER PRO FORMA CONTRACT**

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

**Pro Forma ATTACHMENT 1**  
*(Fill out only by selected Contractor)*

**ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE**

<b>SUBJECT CONTRACT NUMBER:</b>	
<b>CONTRACTOR LEGAL ENTITY NAME:</b>	
<b>EDISON SUPPLIER IDENTIFICATION NUMBER</b>	

The Contractor, identified above, does hereby attest, certify, warrant, and assure that 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.

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**CONTRACTOR SIGNATURE**

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

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**PRINTED NAME AND TITLE OF SIGNATORY**

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**DATE OF ATTESTATION**

**Pro Forma ATTACHMENT 2**

**(Fill out only by selected Contractor)**

SAMPLE LETTER OF DIVERSITY COMMITMENT

**(Company Letterhead/Logo)**

**(Address)**

**(Date)**

**(Salutation),**

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

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

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

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

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

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

Further, we commit to:

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

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

Regards,

**(Company authority – signature and title)**

# **REQUEST FOR QUALIFICATIONS**

## **CLEAN**



## REQUEST FOR QUALIFICATIONS (RFQ) TEMPLATE

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This template prescribes the format and content for a Request for Qualifications (RFQ). This template should only be utilized if the Central Procurement Office is the procuring entity. Documents of this type must adhere to this template with revisions only as instructions permit. Insignificant deviations from this template, while always subject to disapproval, will typically not require a specific rule exception unless an oversight examiner requires separate documentation in a particular instance. If a formal rule exception request is not required, oversight approval of the document will constitute any necessary rule exceptions that may be necessary.

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Complete template fields and follow, replace, or otherwise address red instructional text (e.g., **State Agency Name**, **amount**, **will/will not**) as indicated, with conforming font and color.

### RFQ CONTENTS

Revisions of the standard, simplified RFQ Contents may not be approved. The following optional terms may be included as applicable:

#### 1. INTRODUCTION

##### 1.1. Statement of Procurement Purpose

Specify important, specific information relating to contract requirements, specifications of goods or performance in the scope of services and not in this RFQ section.

##### 1.1.1. RFQ Number

Assign an RFQ number consisting of:

- the 5-digit, contracting agency business unit code
- a unique, 5-digit, agency-assigned number such that each RFQ number will be different

Example: **RFQ # 31707-12345**

##### 1.1.2. State Communications

**Option: Additional Information.**

Add a second paragraph to this section as appropriate (e.g., add text detailing a specific URL where the State will convey official, written responses and communications related to this RFQ by Internet posting).

##### 1.1.3. Factual Data

**Option: Additional Data Disclaimer.**

Add the following as a second paragraph of this section as appropriate.

All statistical and fiscal information contained in this RFQ and its exhibits, including amendments and modifications thereto, are provided “as is”, without warranty as to the accuracy or adequacy of the data or information so provided, and reflect the department’s best understanding based on information or belief available to the department at the time of RFQ preparation. No inaccuracies in such data or information shall be a basis for delay in performance or a basis for legal recovery of damages, actual, consequential or punitive.

##### 1.2. Pre-Response Conference

**Option: No Pre-Response Conference.**

**1.5. Collaborative Value Development**

**Option: Collaborative Value Development.**

Add the following as appropriate. Note: CVDs should be reserved for more complex procurements. Please refer to *Central Procurement Policy 2013-002, Procurement Methods Policy and Procedures* for more details.

**1.5. Collaborative Value Development**

After RFQ § 2, Schedule of Events, “State Notice of Qualified Respondents Released,” each Qualified Respondent will be invited to attend a Collaborative Value Development (CVD) event. Each CVD event will be held at the time and date detailed in the RFQ Schedule of Events, RFQ § 2.

Add additional CVD event details, such as whether or not attendance at the CVD event is mandatory to participate in the Solicitation event; how the Competitive Range will be determined (e.g., all Respondents with a minimum score, the top three highest scored Respondents, etc.); the number of representatives who will be invited to attend from each Qualified Respondent; the goals and objectives of the CVD; and, any other information that would be helpful to a potential Respondent.

**2. RFQ SCHEDULE OF EVENTS**

**RFQ Schedule of Events (table)**

The date instructions in the Schedule of Events table indicate minimum days.

Allot more days for each event as practical and where flexibility is allowed by the model instructions (indicated by “≥” signs).

Revise the “time zone” as appropriate.

**Option: NO Pre-Response Conference Event.**

Delete the Pre-Response Conference Event 3 from the schedule (and re-number subsequent events accordingly) as appropriate.

**Option: Oral Presentation Event.**

Complete and insert the following rows, in order immediately after the RFQ Technical Response Deadline event, (and re-number subsequent events) as appropriate.

#. State Schedules respondent Oral Presentations (ONLY Respondents who pass Mandatory Requirements)		<b>≥ 1 BUSINESS DAYS LATER</b>
#. Respondent Oral Presentations	8:00 a.m. - 4:30 p.m.	<b>PERIOD BEGINNING ≥ 5 BUSINESS DAYS LATER</b>

**Option: Collaborative Value Development (CVD)**

Add the following after RFQ § 2, Schedule of Events, “State Notice of Qualified Respondents Released” if the State will hold a CVD event and added the optional language in section 1.5. for CVDs.

#. State schedules Collaborative Value Development event (ONLY for Qualified Respondents)		≥ 1 BUSINESS DAY LATER
#. Collaborative Value Development event		To be determined after consultation with Qualified Respondents

**Option: Cost Proposals**

Replace the “State Notice of Qualified Respondent(s) Released” event with the following at RFQ § 2, Schedule of Events if the State will solicit Cost Proposals and there is an approved Rule Exception Request to award a Contract directly from the Request for Qualifications.

#. RFQ Cost Proposal Opened (ONLY for the apparent successful Respondents)	2:00 p.m.	> 7 CALENDAR DAYS LATER
#. State Notice of Intent to Award Released and RFQ Files Opened for Public Inspection		1 – 3 BUSINESS DAYS LATER
#. End of Open File Period		7 CALENDAR DAYS LATER
#. State sends contract to Contractor for signature		1 BUSINESS DAY LATER
#. Contractor Signature Deadline	2:00 p.m.	1 – 5 BUSINESS DAYS LATER

**Option: Multiple Contract Award – Constant Compete**

Add the following after RFQ § 2, Schedule of Events “RFQ Response Deadline” if the State intends to award contracts directly from this RFQ. This option may be utilized in “constant compete” contracts where cost will be considered on a per project basis.

#. RFQ Negotiations (if applicable)		≥ 3 BUSINESS DAYS LATER
#. State Notice of Intent to Award Released and RFQ Files Opened for Public Inspection		1 – 3 BUSINESS DAYS LATER
#. End of Open File Period		7 CALENDAR DAYS LATER
#. State sends contract to Contractor for signature		1 BUSINESS DAY LATER
#. Contractor Signature Deadline	2:00 p.m.	1 – 5 BUSINESS DAYS LATER

**Option: Single Contract Award – Professional Services (Cost not evaluated)**

Add the following after RFQ § 2, Schedule of Events “RFQ Response Deadline” if the State will award a single contract directly from this RFQ. This option may be utilized for certain categories of professional services (for example, attorneys, financial advisors, architects or engineers. Please see Tenn. Code Ann. § 12-3-103 and 12-4-107 for more information. State Building Commission (SBC) approval may be required to approve the procurement of architectural or engineering services. Please contact STREAM for more information.

#. RFQ Negotiations (if applicable)		≥ 3 BUSINESS DAYS LATER
#. State Notice of Intent to Award Released and RFQ Files Opened for Public Inspection		1 – 3 BUSINESS DAYS LATER
#. End of Open File Period		7 CALENDAR DAYS LATER
#. State sends contract to Contractor for signature		1 BUSINESS DAY LATER
#. Contractor Signature Deadline	2:00 p.m.	1 – 5 BUSINESS DAYS LATER

**Option: RFQ Competitive Negotiations**

Add the following after RFQ § 2, Schedule of Events “RFQ Response Deadline” if a Special Contract Request for competitive negotiation has been approved. Please note that pursuant to Tenn. Code Ann. §

12-3-507, each use of competitive negotiation requires approval by the chief procurement officer and the comptroller of the treasury.

#. RFQ Competitive Negotiations		≥ 3 BUSINESS DAYS LATER
#. State Notice of Intent to Award Released and RFQ Files Opened for Public Inspection		1 – 3 BUSINESS DAYS LATER
#. End of Open File Period		7 CALENDAR DAYS LATER
#. State sends contract to Contractor for signature		1 BUSINESS DAY LATER
#. Contractor Signature Deadline	2:00 p.m.	1 – 5 BUSINESS DAYS LATER

**Option: Performance Bond Event.**

Complete and insert the following row immediately after the Contractor Contract Signature Deadline event as appropriate.

#. Performance Bond Deadline	4:30 p.m.	≥ 1 BUSINESS DAY LATER
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### 3. RESPONSE REQUIREMENTS

#### 3.3. Response Format

The RFQ should require that respondents submit enough Technical Response copy discs, or requested format copies, to allow one copy for each Evaluation Team member. Revise §3.3.2.1. accordingly.

**Option: Digital Submittal of Responses.**

Delete and replace RFQ § 3.3.2.1. Response Format with the following if Respondents should submit responses as a digital document. Please note that all electronic records must be maintained in accordance with the Secretary of State’s Record Management Division’s and the Department of Finance & Administration’s Strategic Technology Solution’s policies.

##### 3.3.2.1. Technical Response

One (1) original Technical Response 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** clearly labeled:

**“RFQ #NUMBER TECHNICAL RESPONSE ORIGINAL”**

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

**“RFQ #NUMBER TECHNICAL RESPONSE COPY”**

If not emailed, then the sealed customer references will be the only paper documents.

##### 3.3.2.2. Cost Proposal:

One (1) Cost Proposal in the form of one (1) digital document in “PDF” or “XLS” format properly recorded on a separate, otherwise blank, **standard CD-R recordable disc or USB flash drive** clearly labeled:

**“RFQ #NUMBER COST PROPOSAL”**

An electronic or facsimile signature, as applicable, on the Cost Proposal is acceptable.

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 and copies must be placed in a sealed package that is clearly labeled:

**“DO NOT OPEN... RFQ # NUMBER TECHNICAL RESPONSE FROM [RESPONDENT LEGAL ENTITY NAME]”**

3.2.3.2. The Cost Proposal must be placed in a separate, sealed package that is clearly labeled:

**“DO NOT OPEN... RFQ # NUMBER 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:

**“RFQ # NUMBER SEALED RESPONSE FROM [RESPONDENT LEGAL ENTITY NAME]”**

3.2.3.4. Any Respondent wishing to submit a Response in a format other than digital may do so by contacting the Solicitation Coordinator.

**Option: Additional Delivery Instructions.**

Revise required response format and subsections, if necessary, to provide for additional instructions for labeling and submitting the Technical Response and Cost Proposal.

**3.4. Response Prohibitions**

**Option: No Extraneous Terms and Conditions in Response – for RFQs involving IT only**

If the RFQ involves information technology goods or services, insert the following as 3.4.6. and renumber the subsequent subsections **only after** consulting with the Central Procurement Office’s Legal Team and obtaining Central Procurement Office approval.

3.4.6. Include any end-user license agreement, manufacturer’s terms and conditions, service guide, clickwrap agreement, shrinkwrap agreement, online terms and conditions, or other terms and conditions that will supplement, modify, or contradict the terms set forth in the *pro forma* contract.

**Option: Page Limitation**

Add the following instruction to limit the Technical Response to a certain number of pages as appropriate.

**Option: Time Limitation**

Add the following instruction to prohibit a respondent oral presentation from exceeding certain length of time as appropriate.

#### 4. GENERAL INFORMATION & REQUIREMENTS

##### 4.5. Disclosure of Response Contents

**Option: Additional Disclosure Information.**

Add the following to the end of subsection 4.5. if it is deemed necessary and it is approved by the contracting agency and the Central Procurement Office.

The State agrees to protect, to the fullest extent permitted by state law, the confidentiality of information expressly identified by the Respondent as confidential and proprietary, including information that would allow a person to obtain unauthorized access to confidential information or to electronic information processing systems owned by or licensed to the State.

#### 5. PROCUREMENT PROCESS & CONTRACT AWARD

##### 5.2. Competitive Range of Technical Responses

The RFQ should specify what the Competitive Range will be for your particular RFQ. Add details describing what selection criteria will be utilized to determine the Competitive Range/what the respondent must do to be considered "Qualified". Only proposals within the Competitive Range shall be considered for additional discussions or negotiations. Depending on the solicitation, the number of respondents that may have a reasonable chance for contract award and be considered in the competitive range will vary. Please see options below and draft qualification parameters for the solicitation accordingly.

**Option: Ranking – (Note: This option may be helpful when anticipating a large number of Responses).**

The Technical Response must be ranked in the top \_\_\_\_ [insert number (#) ≥ 3] after the Technical Response score is totaled and put in ordinal ranking (1 - the best evaluated ranking).

**Option: Minimum Threshold**

The Respondent's Technical Response score must attain a minimum threshold score of [insert number (#)].

**Option: Percentile**

The Technical Response score must attain a combined score of \_\_\_\_ [insert number]. This minimum score threshold represents a score of \_\_\_\_%.

**Option 1: Respondent Oral Presentations or Field Test – No Points**

Add the following to the Phase II paragraph in Section 5.2. if oral presentations will be included in the evaluation process.

**Option 2: Respondent Oral Presentations or Field Test - Points.**

The procuring state agency must maintain an accurate record of each Respondent's oral presentation or Field Test session such that all pertinent dialogue between Proposal Evaluation Team members, technical advisers, and Respondents shall be reduced to writing or otherwise memorialized. Procurement Professionals should consider using a court reporter, video recording, or audio recording to memorialize the oral presentation or Field Test.

Add the following as sections 5.2. if an Oral Presentation or Field Test is required and will be an evaluation category.

5.2.1. The Solicitation Coordinator will invite each apparently responsive and responsible Respondent who passed the Phase 1 evaluation to make a(n) **Oral Presentation or Field Test**.

5.2.1.1. The **Oral Presentations or Field Tests** are mandatory. The Solicitation Coordinator will schedule Respondent **Presentations or Field Tests** during the period indicated by the RFQ Section 2, Schedule of Events. The Solicitation Coordinator will make every effort to accommodate each Respondent's schedules. When the Respondent **Presentation or Tests** schedule has been determined, the Solicitation Coordinator will contact Respondents with the relevant information as indicated by RFQ Section 2, Schedule of Events.

5.2.1.2. Respondent **Presentations or Tests** are only open to the invited Respondent, Proposal Evaluation Team members, the Solicitation Coordinator, and any technical consultants who are selected by the State to provide assistance to the Proposal Evaluation Team.

5.2.1.3. **Oral Presentations or Field Tests** provide an opportunity for Respondents to explain and clarify their responses and for the State to test to better understand the practical application of the good or service as applicable. Respondents must not materially alter their responses and **Presentations or Field Tests** will be limited to addressing the items detailed in RFQ Technical Response & Evaluation Guide. Respondent pricing shall not be discussed or provided during **Oral Presentations or Field Tests**.

5.2.1.4. The State will maintain an accurate record of each Respondent's **Oral Presentation or Field Test** session. The record of the Respondent's **Oral Presentation or Field Test** shall be available for review when the State opens the procurement files for public inspection.

5.2.1.5.5. Proposal Evaluation Team members will independently evaluate each **Oral Presentation or Field Test** in accordance with the RFQ Attachment C., Technical Response & Evaluation Guide.

5.2.1.5.6. The Solicitation Coordinator will calculate and document the average of the Proposal Evaluation Team member scores for RFQ Attachment C., Technical Response & Evaluation Guide, and record that number as the score for Respondent's Technical Response section.

**5.5. Option: Oral Presentations or Field Test Evaluation - Points**

Add the following to RFQ § 5.5., Evaluation Guide, if the State will utilize option 2 above and evaluate Oral Presentations or Field Tests as a separate evaluation category.

Evaluation Category	Maximum Points Possible
Oral Presentations or Field Tests (refer to RFQ Attachment C)	<b>NUMBER ≤ 10% OF TOTAL POINTS</b>

**5.6. Contract Award**

The RFQ should specify how anticipated contract award will occur for the particular RFQ. Revise as appropriate, subject to approvals. Evaluation of cost shall not be permitted in any subsequent solicitation if the contract is for certain categories of professional services (for example, attorneys, financial advisors, architects or engineers). Please see Tenn. Code Ann. § 12-3-103 and 12-4-107 for more information. State Building Commission (SBC) approval may be required to approve the procurement of architectural or engineering services. Please contact STREAM for more information.

**Option: Contract Award**

If the State intends to award a contract directly from this RFQ or the RFQ will be followed by anything other than an RFP, then an approved Rule Exception Request (“RER”) will be required. Note: this Contract Award option, with approved RER, should be included for all RFQs issued for professional services pursuant to Tenn. Code Ann. § 12-3-103 or 12-4-107.

Remove RFQ § 5.6., Contract Award, if the RFQ will not result in a contract award.

**ATTACHMENT A: TECHNICAL RESPONSE & EVALUATION GUIDE**

**Option: Cash Flow Information.**

Add the following row to the RFQ Attachment A table (after the model items) if the contracting agency chooses to review the evidence of Respondent’s financial stability/responsibility.

	<b>A.#</b>	<p>Provide documentation disclosing the amount of cash flows from operating activities for the Respondent’s most current operating period. Said documentation must indicate whether the cash flows are positive or negative, and, if the cash flows are negative for the most recent operating period, the documentation must include a detailed explanation of the factors contributing to the negative cash flows.</p> <p>NOTICE: All persons, agencies, firms, or other entities that provide opinions regarding the Respondent’s financial status <u>must</u> be properly licensed to render such opinions. The State may require the Respondent to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders the opinions.</p>	
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**Option: Certificate of Insurance.**

Add the following row to the RFQ Attachment A table (after the model items) ONLY IF a Certificate of Insurance is considered necessary evidence of Respondent’s financial stability/responsibility. (Specifying insurance requirements in the *pro forma* contract does not necessitate adding this optional response requirement.)



Add, delete, or revise subsections detailing insurance coverage requirements as appropriate. (If this response requirement item is added to the RFQ, the appropriate Insurance provision must be detailed in the *pro forma* contract, and the insurance coverage requirements specified in both the RFQ and the *pro forma* contract must agree.)

	<p><b>A.#</b> Provide a valid, Certificate of Insurance that is verified and dated within the last six (6) months and which details <u>all</u> of the following:</p> <ul style="list-style-type: none"> <li>(a) Insurance Company</li> <li>(b) Respondent’s Name and Address as the Insured</li> <li>(c) Policy Number</li> <li>(d) The following minimum insurance coverage: <ul style="list-style-type: none"> <li>(i) Workers’ Compensation/ Employers’ Liability (including all states coverage) with a limit not less than the relevant statutory amount or <b>WRITTEN AMOUNT</b> Dollars (<b>\$NUMBER AMOUNT</b>) per occurrence for employers’ liability;</li> <li>(ii) Comprehensive Commercial General Liability (including personal injury &amp; property damage, premises/operations, independent contractor, contractual liability and completed operations/products) with a bodily injury/property damage combined single limit not less than <b>WRITTEN AMOUNT</b> Dollars (<b>\$NUMBER AMOUNT</b>) per occurrence and <b>WRITTEN AMOUNT</b> Dollars (<b>\$NUMBER AMOUNT</b>) aggregate;</li> <li>(iii) Automobile Coverage (including owned, leased, hired, and non-owned vehicles) with a bodily injury/property damage combined single limit not less than <b>WRITTEN AMOUNT</b> Dollars (<b>\$NUMBER AMOUNT</b>) per occurrence; and</li> <li>(iv) Professional Malpractice Liability with a limit of not less than <b>WRITTEN AMOUNT</b> Dollars (<b>\$NUMBER AMOUNT</b>) per claim.</li> </ul> </li> <li>(e) The following information applicable to each type of insurance coverage: <ul style="list-style-type: none"> <li>(i) Coverage Description,</li> <li>(ii) Exceptions and Exclusions,</li> <li>(iii) Policy Effective Date,</li> <li>(iv) Policy Expiration Date, and</li> <li>(v) Limit(s) of Liability.</li> </ul> </li> </ul>	
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**Option: Audited Financial Statements.**

Add the following row to the RFQ Attachment A table (after the model items) ONLY IF the anticipated contract amount is ≥ \$1,000,000.00 AND extraordinary effort to assure Respondent financial stability/responsibility is appropriate.

	<p><b>A.#</b> Provide the Respondent’s most recent independent audited financial statements. Said independent audited financial statements <u>must</u>:</p> <ul style="list-style-type: none"> <li>(1) reflect an audit period for a fiscal year ended within the last 36 months</li> <li>(2) be prepared with all monetary amounts detailed in United States currency;</li> </ul>	
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	<p>(3) be prepared under United States Generally Accepted Accounting Principles (US GAAP);</p> <p>(4) include: the auditor's opinion letter; financial statements; and the notes to the financial statements; and</p> <p>(5) be deemed, in the sole discretion of the State to reflect sufficient financial stability to undertake the subject agreement with the State.</p> <p>NOTES:</p> <ul style="list-style-type: none"> <li>▪ Reviewed or Compiled Financial Statements will not be deemed responsive to this requirement and will <u>not</u> be accepted.</li> <li>▪ All persons, agencies, firms, or other entities that provide opinions regarding the Respondent's financial status <u>must</u> be properly licensed to render such opinions. The State may require the Respondent to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders the opinions.</li> </ul>	
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**Option: Audited Financial Statements – Line of Credit Option.**

Privately held companies may not have or be willing to release audited financial statements for public review. Therefore, requiring audited financial statements (as detailed above) without an alternative to the requirement could conceptually prevent privately held companies from responding to the RFQ.

The contracting agency should consider the possible impact of the requirement on competition versus the state's need to reasonably determine the financial stability/responsibility of respondents and decide whether it is appropriate to include an alternative to the requirement.

Insert the following paragraph before the "NOTES" in the optional audited financial statements requirement text (above) if appropriate.

**OR**, in lieu of the aforementioned independent audited financial statements, provide a financial institution's letter of commitment for a general Line of Credit in the amount of **WRITTEN AMOUNT ≥ ONE MILLION DOLLARS (\$NUMBER AMOUNT)**, U.S. currency, available to the Respondent. Said letter must specify the Respondent's name, be signed and dated within the past three (3) months by an authorized agent of the financial institution, and indicate that the Line of Credit shall be available for at least **PERIOD ≥ 6 MONTHS**.

**Option: Audited Financial Statements – Additional Requirement.**

Add the following sentence at the end of the second bulleted note in the optional audited financial statements requirement text **ONLY IF** the contracting agency legal counsel recommends it in writing.

Any attest or review of the financial status of a Tennessee corporation must be rendered by an accountant or accounting firm licensed or otherwise specifically permitted to provide an attest or review by the Tennessee Board of Accountancy.

**Option: Proposal Bond Confirmation.**

Add the following row to the RFQ Attachment A table **ONLY IF** a Proposal Bond is required by the Chief Procurement Officer. All proposal bond amounts shall be stated as a set amount or as a percentage of the contract value. In no event shall the proposal bond amount exceed five percent (5%) of the estimated value of the contract.

	<b>A.#</b>	Provide a proposal bond issued by a surety company licensed to do business in the State of Tennessee in the amount of \$____.	
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**Contingent Requirement: Performance Bond Confirmation.**

Add the following row to the RFQ Attachment A table ONLY IF a Performance Bond is proposed.

	<b>A.#</b>	Provide a statement confirming that, if awarded a contract pursuant to this RFQ, the Respondent shall deliver a Performance Bond to the State in accordance with the requirements of this RFQ. The statement must be signed by an individual with legal authority to bind the proposing entity to the provisions of this RFQ and any contract awarded pursuant to it.	
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**Option: Additional Mandatory Requirements.**

Typically, each mandatory requirement item must be drafted such that an objective “yes/no” determination of whether the requirement was met is reasonable and adequate (clearly not necessitating a qualitative evaluation of the response).

Contracting agency staff may be asked to provide evidence that a proposed mandatory requirement is not inappropriately arbitrary or capricious (e.g., (1) information from an independent, authoritative source indicating that the proposed criteria is a reasonable standard; and (2) a recommendation signed by the contracting agency legal counsel explaining why the proposed requirement is not arbitrary or capricious).

Add mandatory requirement items to the RFQ Attachment A table (after the model items) as appropriate. Do not include a mandatory requirement that entails a response that should or must be more subjectively evaluated. Do not include an arbitrary mandatory requirement.

**ATTACHMENT B: TECHNICAL RESPONSE & EVALUATION GUIDE**

**General Qualifications & Experience**

The entire set of General Qualifications & Experience items detailed in the model for this section **MUST** be evaluated together as indicated.

RFQ Attachment B and the methodology for evaluating responses may **NOT** be revised except to add new evaluation items.

**Option: Red-Line *pro forma* contract submittal.**

Add the following row to the RFQ Attachment B table ONLY if it would benefit the State to be amenable to making changes to the *pro forma* contract. Inclusion of this provision requires prior review and approval by CPO Legal. Add the following section and number as appropriate.

	<b>B.#</b>	The Respondents are permitted to submit, as part of their Response, a “redline” of RFQ Attachment G, <i>Pro Forma</i> Contract, that tracks the Respondents’ request for alternative or supplemental contract language. The redline changes that are allowed by this provision shall not include any exceptions or changes that (1) contradict any applicable state or federal law; (2) a mandatory requirement identified in RFQ Attachment A; or (3) alter any deadlines in the Schedule of Events.	
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**ATTACHMENT C: TECHNICAL RESPONSE & EVALUATION GUIDE**

**Technical Qualifications, Experience & Approach**

The sum of all Evaluation Factors within the section should equal “100” (or “1,000”) so that the relative percentage of importance/ emphasis is readily apparent.

Assign Evaluation Factors such that the Point Scale Score for the evaluation factors will be weighted to reflect the relative importance of the item to the other evaluation factors within the section.

If all evaluation factors in the section are to be considered (weighted) equally, specify “1” as the Evaluation Factor for every factor.

**Option: Additional Technical Qualifications, Experience & Approach Items.** Add evaluation items to the RFQ Attachment C table so that the state has the best possible information upon which to select a Respondent for contract award.

**Option: Oral Presentations as part of Technical Response & Evaluation Guide**

Oral Presentations may NOT include “general” questions and answers. All questions must either be scripted questions asked by state staff or subject matter experts in every response presentation or a specific question in exact follow-up to particular information presented by the respondent in response to one or more of the Oral Presentation items. Renumber RFQ Attachment C as Section 1 and add the following as RFQ Attachment C – Section 2.

**RFQ ATTACHMENT C— SECTION 2**

**TECHNICAL RESPONSE & EVALUATION GUIDE**

**SECTION C: ORAL PRESENTATION OR FIELD TEST.** The Respondent must address ALL Oral Presentation or Field Test Items (below).

A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the oral presentation or field test 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.

<b>RESPONDENT LEGAL ENTITY NAME:</b>					
<b>Oral Presentation or Field Test Items</b>			<b>Item Score</b>	<b>Evaluation Factor</b>	<b>Raw Weighted Score</b>
<b>D.1.</b>	<b>ORAL PRESENTATION OR FIELD TEST TOPIC OR QUESTION TO BE ADDRESSED</b>			<b>NUMBER</b>	
<b>D.2.</b>	<b>REPEAT REQUIREMENT ITEMS &amp; ASSOCIATED ITEM REFERENCES AND WEIGHTS AS NECESSARY</b>			<b>NUMBER</b>	
<b>Total Raw Weighted Score</b> ( <i>sum of Raw Weighted Scores above</i> ): The Solicitation Coordinator will use this sum and the formula below to calculate the score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.					
<b>total raw weighted score</b>					
<b>maximum possible raw weighted score</b> <i>(i.e., 5 x the sum of item weights above)</i>			<b>X RFP § 5.1. NUMBER</b> <i>(maximum section score)</i>	<b>= SCORE:</b>	

<b>RESPONDENT LEGAL ENTITY NAME:</b>	
<i>State Use – Evaluator Identification:</i>	
<i>State Use – Solicitation Coordinator Signature, Printed Name &amp; Date:</i>	

**Option: Cost Proposals****ATTACHMENT D: COST PROPOSAL**

Each line item on which the State is seeking costs must clearly specify the associated, applicable units of goods or services. While the line item of cost description should stipulate the applicable units of goods or services, it should also be specified within each blank cost cell. Examples: \$ \_\_\_ / hour, or \$ \_\_\_ / each, etc.

The Cost Proposal format should not require calculations by Respondents.

**Cost Proposal**

**NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED**

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

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

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

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

<b>RESPONDENT SIGNATURE:</b>			
<b>PRINTED NAME &amp; TITLE:</b>			
<b>DATE:</b>			
<b>RESPONDENT LEGAL ENTITY NAME:</b>			
<b>Line item of cost Description</b>	<b>Proposed Cost</b>		
<b>DESCRIPTION</b>	<b>\$</b>	<b>/ UNIT</b>	
<b>REPEAT AS NECESSARY</b>	<b>\$</b>	<b>/ UNIT</b>	
<b>REPEAT AS NECESSARY</b>	<b>\$</b>	<b>/ UNIT</b>	

<b>RESPONDENT LEGAL ENTITY NAME:</b>			
<b>Line item of cost Description</b>	<b>Proposed Cost</b>		
<i>State Use – RFQ Coordinator Signature, Printed Name &amp; Date:</i>			

**Option: Cost Proposal Format Default – ONE Payment Rate Per Line item of cost (static or CPI-escalated).**

Use the default Cost Proposal schedule if the Respondents must offer only one rate per all goods or services for the entire contract period (with or without rate escalation provisions are detailed in the *pro forma* contract).

**Option: Cost Proposal Format – Unit or Temporal Rate Payments (proposed by period).**

Use the following table if the Respondents must offer rates for one or more cost items for each of several specified periods of the contract.

**Cost Proposal**

**NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED**

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

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

**NOTICE:** Notwithstanding the cost items herein, pursuant to the second paragraph of the *pro forma* contract section C.1. (refer to RFQ Attachment G), "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 proposing entity to the provisions of this RFQ 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 proposing entity.

<b>RESPONDENT SIGNATURE:</b>								
<b>PRINTED NAME &amp; TITLE:</b>								
<b>DATE:</b>								
<b>RESPONDENT LEGAL ENTITY NAME:</b>								
<b>Cost Item Description</b>	<b>Proposed Cost</b>							
	<b>DATE— DATE</b>	<b>DATE— DATE</b>	<b>DATE— DATE</b>	<b>DATE— DATE</b>	<b>DATE— DATE</b>			
<b>DESCRIPTION</b>	\$ / UNIT	\$ / UNIT	\$ / UNIT	\$ / UNIT	\$ / UNIT			
<b>REPEAT AS NECESSARY</b>	\$ / UNIT	\$ / UNIT	\$ / UNIT	\$ / UNIT	\$ / UNIT			
<b>REPEAT AS NECESSARY</b>	\$ / UNIT	\$ / UNIT	\$ / UNIT	\$ / UNIT	\$ / UNIT			
<b>REPEAT AS NECESSARY</b>	\$ / UNIT	\$ / UNIT	\$ / UNIT	\$ / UNIT	\$ / UNIT			
<b>REPEAT AS NECESSARY</b>	\$ / UNIT	\$ / UNIT	\$ / UNIT	\$ / UNIT	\$ / UNIT			



<b>RESPONDENT LEGAL ENTITY NAME:</b>								
<b>Cost Item Description</b>	<b>Proposed Cost</b>							
	<b>DATE— DATE</b>	<b>DATE— DATE</b>	<b>DATE— DATE</b>	<b>DATE— DATE</b>	<b>DATE— DATE</b>			
=								
<i>State Use – RFQ Coordinator Signature, Printed Name &amp; Date:</i>								

**Option: Cost Proposal**

Revise the Cost Proposal detailed in the model, as appropriate, to direct respondents to complete a protected spreadsheet (“protected” so that respondents may only insert proposed cost as required) provided by the state along with the RFQ in lieu of completing the Cost Proposal table illustrated in the guide.

**ATTACHMENT E: STATEMENT OF CERTIFICATIONS & ASSURANCES**

**Option: Alternate Language if Red-Line Allowed**

Modify Item 3 as follows if Red-Line *pro forma* contract submittal was permitted in RFQ Attachment B.

**Option: Awarded Respondent shall accept payment via the State’s Purchasing Card**

Add the following as Item 4 only after performing market research and determining that: (a) requiring vendors to accept payments via purchasing card is generally accepted in the marketplace; and (b) requiring prospective Respondents to accept the State’s Purchasing Card at no cost to the State will not materially affect competition.

The Respondent awarded the Contract resulting from this RFQ shall accept the State Purchasing Card (“P-Card”) as a form of payment at no cost to the State and provide level III data reporting information.

**Option: Alternate Language if soliciting Cost Proposals**

Modify Item 9 as follows if the State will solicit Cost Proposals from Qualified Respondents.

**ATTACHMENT F: REFERENCE QUESTIONNAIRE****Option: Questionnaire Revision.**

Select one of the two different Reference Questionnaire options available below, depending on your procurement needs.

Add, delete, or revise questionnaire items as appropriate to the subject procurement so that the state has the best possible information upon which to select a Respondent for contract award. Revise the number of required references as appropriate. Revise the model text, as appropriate, to detail an alternate process for obtaining and evaluating references. Any such revision must be exactly detailed and clearly uniform in application with all respondents.

**RFQ ATTACHMENT F****REFERENCE QUESTIONNAIRE**

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

The Respondent will be solely responsible for obtaining completed reference questionnaires as detailed below. Provide references from individuals who are not current State employees of the procuring State Agency for projects similar to the goods or services sought under this RFQ and which represent:

- two (2) contracts Respondent currently services that are similar in size and scope to the services required by this RFQ; and
- three (3) completed contracts that are similar in size and scope to the services required by this RFQ.

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 individual contact reference provided for each contract or project shall not be a current State employee of the procuring State agency. Procuring State agencies that accept references from another State agency shall document, in writing, a plan to ensure that no contact is made between the procuring State agency and a referring State agency. The standard reference questionnaire, should be used and completed, and is provided on the next page of this RFQ Attachment F.

In order to obtain and submit the completed reference questionnaires following one of the two processes below.

Written:

- (a) Add the Respondent's name to the standard reference questionnaire at RFQ Attachment F and make a copy for each reference.
- (b) Send a reference questionnaire and new, standard #10 envelope to each reference.
- (c) Instruct the reference to:
  - (i) complete the reference questionnaire;
  - (ii) sign and date the completed reference questionnaire;
  - (iii) seal the completed, signed, and dated reference questionnaire within the envelope provided;
  - (iv) sign his or her name in ink across the sealed portion of the envelope; and
  - (v) return the sealed envelope directly to the Respondent (the Respondent may wish to give each reference a deadline, such that the Respondent will be able to collect all required references in time to include them within the sealed Technical Response).
- (d) Do NOT open the sealed references upon receipt.
- (e) Enclose all sealed reference envelopes within a larger, labeled envelope for inclusion in the Technical Response as required.

Email:

- (a) Add the Respondent's name to the standard reference questionnaire at RFQ Attachment F and make a copy for each reference.
- (b) E-mail a reference questionnaire to each reference.
- (c) Instruct the reference to:
  - (i) complete the reference questionnaire;
  - (ii) sign and date the completed reference questionnaire;
  - (iii) E-mail the reference directly to the Solicitation Coordinator by the RFQ Technical Response Deadline with the Subject line of the e-mail as "[Respondent's Name] Reference for RFQ # **NUMBER**".

NOTES:

- The State will not accept late references or references submitted by any means other than the two which are 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 reference e-mails or sealed reference envelopes included in the Technical Response package, the State reserves the right to confirm and clarify information detailed in the completed reference questionnaires, and may consider clarification responses in the evaluation of references.
- The State is under no obligation to clarify any reference information.

### RFQ # **NUMBER** REFERENCE QUESTIONNAIRE

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

---

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

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

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

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

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

<b>NAME:</b>	
--------------	--

<b>TITLE:</b>	
<b>TELEPHONE #</b>	
<b>E-MAIL ADDRESS:</b>	

- (3) **What goods or services do/did the vendor provide to your company or organization?**
- (4) **If the goods or services that the vendor provided to your company or organization are completed, were the goods or services completed in compliance with the terms of the contract, on time, and within budget? If not, please explain.**
- (5) **If the vendor is still providing goods or services to your company or organization, are these goods or services being provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.**
- (6) **How satisfied are you with the vendor's ability to perform based on your expectations and according to the contractual arrangements?**

### REFERENCE QUESTIONNAIRE

**RESPONDENT NAME:** \_\_\_\_\_  
**RFQ # NUMBER** \_\_\_\_\_

The Respondent will be responsible for obtaining completed Reference Questionnaires as required and for enclosing the sealed envelopes within the response.

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

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

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

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

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

<b>NAME:</b>	
<b>TITLE:</b>	
<b>TELEPHONE #</b>	
<b>E-MAIL ADDRESS:</b>	

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

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

**(5) Were the goods delivered or services completed in compliance with the terms of the contract, on time, and within budget?**

**(6) How satisfied are you with the vendor’s ability to perform based on your expectations and according to the contractual arrangements?**

- (7) **What is the level of your satisfaction with the vendor’s project management structures, processes, and personnel?**
- (8) **Would you contract again with the vendor for the same or similar goods or services?**

#### **ATTACHMENT G: PRO FORMA CONTRACT ATTACHMENT**

Draft the *pro forma* contract in accordance with the appropriate contract model.

#### **Option: Disclaimer for Government Entity Contracts.**

Add the following optional text to the attachment cover page if deemed appropriate.

**If the contract is awarded to a governmental entity established pursuant to *Tennessee Code Annotated* (e.g., a human resource agency, a developmental district, the University of Tennessee, or a Board of Regents school), the standard terms and conditions of the contract shall be revised accordingly; however, significant performance requirements shall not be revised.**

#### **APPROVAL INSTRUCTIONS**

Each RFQ document must be approved for release in accordance with the instructions below.

Complete the document as required by this Template.

Submit the proposed document to CPO at least 20 days before the desired RFQ release date. (Notwithstanding compliance with this deadline, circumstances may necessitate a delay of the release date.)

Submit the document draft to CPO via e-mail to the CPO examiner assigned to the contracting agency as a digital file in DOC format. Each draft must:

1. be clearly marked as “REVIEW DRAFT”
2. specify a number indicating the draft version;
3. highlight all deviations from the model language; and
4. highlight any changes between draft versions that may be necessary prior to release:
  - CPO staff will: (a) review the draft and confer with contracting agency staff by means of e-mailed review notes and redrafts; and (b) e-mail the proposed document to Comptroller staff when the CPO review is completed.
  - Comptroller staff will: (a) review the draft and confer directly with CPO by means of review notes and redrafts exchanged by e-mail; and (b) e-mail pre-approval notice to CPO staff when the latest draft appears acceptable for release.

Approval is also required for any amendment or cancellation.

#### **PUBLICATION INSTRUCTIONS**

Upon Comptroller approval, prepare the solicitation document for public release by removing any highlighting, changing all text to an appropriate color, and removing any draft version number or other extraneous notations.

On the business day before the date approved for public solicitation, e-mail the document prepared for public release to the CPO staff person assigned to the contracting agency so that CPO staff may post the digital document(s) on the Internet as appropriate.

**The document presented for publication must be comprised by one or more (clearly and logically separated component) digital files in PDF or DOC format. If previously approved, the cost response attachment may be presented for publication in XLS, spreadsheet format.**

ALWAYS confirm that each document is properly posted for public review.

**If, for any reason, an RFQ is not properly published to the Internet, it may be necessary for the state to substantially revise the approved RFQ schedule of events to add additional time before Q&A and response deadlines.**



**STATE OF TENNESSEE**  
**CENTRAL PROCUREMENT OFFICE**

**REQUEST FOR QUALIFICATIONS**  
**FOR**  
**BRIEF GOODS OR SERVICES CAPTION**

**RFQ # NUMBER**

**TABLE OF CONTENTS**

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1. Introduction
2. RFQ Schedule of Events
3. Response Requirements
4. General Information & Requirements
5. Procurement Process & Contract Award

**ATTACHMENTS:**

- A. Technical Response & Evaluation Guide – Mandatory Requirement Items
- B. Technical Response & Evaluation Guide – General Qualifications & Experience Items
- C. Technical Response & Evaluation Guide – Technical Qualifications, Experience & Approach Items
- D. **Cost Proposal**
- E. Statement of Certifications & Assurances
- F. Reference Questionnaire
- G. *Pro Forma* Contract



## 1. INTRODUCTION

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The State of Tennessee, **Central Procurement Office**, hereinafter referred to as “the State,” issues this Request for Qualifications (“RFQ”) to define mandatory goods or services requirements; solicit responses; detail response requirements; and, outline the State’s process for evaluating responses.

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

### 1.1. Statement of Procurement Purpose

**BRIEF, HIGH-LEVEL EXPLANATION OF GOODS OR SERVICES SOUGHT OR A SUMMARY OF THE PROBLEM TO BE ADDRESSED. HIGHLIGHT THE PURPOSE OF THE RFQ (TO SELECT A VENDOR/NUMBER OF VENDORS) THAT ARE QUALIFIED TO MEET THE STATE’S NEEDS FOR THE GOODS OR SERVICES REQUESTED BY THE STATE.**

**INCLUDE A SUMMARY OF THE PROBLEM TO BE ADDRESSED, FURTHER INFORMATION ABOUT INITIATIVE, SUMMARY BACKGROUND INFORMATION, ETC., AS NEEDED. DO NOT ASSUME THAT DETAILED SPECIFICATIONS OR SCOPE OF WORK (WHICH SHOULD BE SET OUT IN THE *PRO FORMA* CONTRACT), WILL BE APPROVED FOR THIS SECTION.**

**INCLUDE THE TOTAL ESTIMATED SCOPE OR VOLUME FOR THE CURRENT CONTRACT PERIOD, IF APPLICABLE, AND FOR THE NEW CONTRACT PERIOD.**

### 1.2. Pre-Response Conference

A Pre-Response Conference will be held at the time and date detailed in the RFQ Schedule of Events, RFQ § 2. Pre-Response Conference attendance is not mandatory, and potential Respondents may be limited to a maximum number of attendees depending upon overall attendance and space limitations. Please contact the Solicitation Coordinator to RSVP for the Pre-Response Conference. The Conference will be held at:

**ADDRESS/LOCATION  
OTHER APPROPRIATE INFORMATION IF ANY**

### 1.3. Notice of Intent to Respond

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

### 1.4. Definitions and Abbreviations

**DEFINE ABBREVIATIONS OR TERMS USED THROUGHOUT THE RFQ.**

TERM	DEFINITION

## 2. RFQ SCHEDULE OF EVENTS

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

EVENT		TIME (Central Time Zone)	DATE (all dates are State business days)
1.	RFQ Issued		DATE
2.	Disability Accommodation Request Deadline	2:00 p.m.	≥ 3 BUSINESS DAYS LATER
3.	Pre-Response Conference	TIME	≥ 1 BUSINESS DAY LATER
4.	Notice of Intent to Respond Deadline	2:00 p.m.	≥ 1 BUSINESS DAY LATER
5.	Written "Questions & Comments" Deadline	2:00 p.m.	≥ 3 BUSINESS DAYS LATER
6.	State response to written "Questions & Comments"		≥ 3 BUSINESS DAYS LATER
7.	RFQ Response Deadline	2:00 p.m.	≥ 5 BUSINESS DAYS LATER
8.	State Evaluation Notice Released		≥ 1 BUSINESS DAY LATER

### 3. RESPONSE REQUIREMENTS

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

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

#### 3.2. **Response Delivery Location**

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

SOLICITATION COORDINATOR NAME  
 ADDRESS/LOCATION (INCLUDE FLOOR NUMBER)  
 PHONE NUMBER  
 OTHER APPROPRIATE INFORMATION IF ANY

#### 3.3. **Response Format**

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

3.3.2.1. Technical Response

One (1) original Technical Response paper document clearly labeled:

**“RFQ #NUMBER TECHNICAL RESPONSE ORIGINAL”**

and five (5) copies of the Technical Response each in the form of one (1) digital document in “PDF” format properly recorded on its own otherwise blank, USB flash drive labeled:

**“RFQ #NUMBER TECHNICAL RESPONSE COPY”**

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

3.3.2.2. Cost Proposal:

One (1) original Cost Proposal paper document labeled:

**“RFQ #NUMBER COST PROPOSAL ORIGINAL”**

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

**“RFQ #NUMBER COST PROPOSAL COPY”**

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

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

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

3.5. **Response Errors & Revisions**

A Respondent is responsible for any and all errors or omissions in its response to this RFQ. A Respondent will not be allowed to alter or revise its response after the Response Deadline time

and dates as detailed in RFQ § 2, Schedule of Events, unless such is formally requested in writing by the State (e.g., through a request for clarification, etc.).

**3.6. Response Withdrawal**

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

**3.7. Response Preparation Costs**

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

## 4. GENERAL INFORMATION & REQUIREMENTS

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### 4.1. Communications

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

**NAME, TITLE  
ADDRESS  
PHONE  
EMAIL ADDRESS**

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

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

**NAME, TITLE  
ADDRESS  
PHONE  
EMAIL ADDRESS**

### 4.2. Nondiscrimination

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

### 4.3. Conflict of Interest

- 4.3.1. The State may not consider a proposal from an individual who is, or within the past six (6) months has been, a State employee. For these purposes,

- 4.3.1.1. An individual shall be deemed a State employee until such time as all compensation for salary, termination pay, and annual leave has been paid;
- 4.3.1.2. A contract with or a proposal from a company, corporation, or any other contracting entity in which a controlling interest is held by any State employee shall be considered to be a contract with or proposal from the employee; and
- 4.3.1.3. A contract with or a proposal from a company, corporation, or any other contracting entity that employs an individual who is, or within the past six months has been, a State employee shall not be considered a contract with or a proposal from the employee and shall not constitute a prohibited conflict of interest.

4.3.2. This RFQ is also subject to Tenn. Code Ann. § 12-4-101—105.

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

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

#### 4.5. **Disclosure of Response Contents**

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

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

- 4.6.1. All persons, agencies, firms or other entities that provide legal or financial opinions, which a Respondent provides for consideration and evaluation by the State as part of a response to this RFQ, shall be properly licensed to render such opinions.
- 4.6.2. Before the Contract resulting from this RFQ is signed, the apparent successful Respondent (and Respondent employees and subcontractors, as applicable) must hold all necessary, appropriate business and professional licenses to provide service as required. The State may require any Respondent to submit evidence of proper licensure.
- 4.6.3. Before the Contract resulting from this RFQ is signed, the apparent successful Respondent must provide a valid, Certificate of Insurance indicating current insurance coverage meeting minimum requirements as may be specified by the RFQ.
- 4.6.4. Before the Contract resulting from this RFQ is signed, the apparent successful Respondent must be registered with the Department of Revenue for the collection of Tennessee sales and use tax. The State shall not approve a contract unless the Respondent provides proof of such registration 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. To register, please visit the Department of Revenue's Tennessee Taxpayer Access Point (TNTAP) website for Online Registration and the Vendor Contract Questionnaire. These resources are available at the following:  
<https://tntap.tn.gov/eservices/#1>

#### 4.7. **RFQ Amendments & Cancellation**

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

#### 4.8. **State Right of Rejection**

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

#### 4.9. **Assignment & Subcontracting**

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



4.9.5. Notwithstanding any State approval relating to subcontracts, the Contractor resulting from this RFQ will be the prime contractor and will be responsible for all work under the Contract.

4.10. **Next Ranked Respondent**

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

## 5. PROCUREMENT PROCESS & CONTRACT AWARD

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- 5.1. The complete vendor selection will be a two-part process: (1) Qualification of Technical Responses; and (2) **Review of Cost Proposals (or revise as appropriate to explain selection process)**.
- 5.2. Qualification of Technical Responses: Technical Responses will be short-listed for further evaluation, analysis or negotiation if they are apparently responsive, responsible, and within the competitive range ("Competitive Range"). A Technical Response will be deemed within the Competitive Range based on the following criterion:

**(INSERT details as to how the Competitive Range will be determined).**

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

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

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

- 5.3. Cost Proposals: If cost is included for this solicitation, then Cost Proposals will be opened for the highest evaluated Respondent. If the Cost Proposal is not acceptable to the State and the Respondent, then the State will open the Cost Proposal for the next apparent highest evaluated Respondent. See RFQ Attachment D, Cost Proposal.
- 5.4. Clarifications and Negotiations: The State reserves the right to award a contract on the basis of initial responses received; therefore, each response should contain the respondent's best terms from a technical and cost standpoint. However, the State reserves the right to conduct clarifications or negotiations with respondents. All communications, clarifications, and negotiations shall be conducted in a manner that supports fairness in response improvement.
- 5.4.1. Clarifications: The State may identify areas of a response that may require further clarification or areas in which it is apparent that there may have been miscommunications or misunderstandings as to the State's specifications or requirements. The State may seek to clarify those issues identified during one or multiple clarification round(s). Each clarification sought by the State may be unique to an individual respondent.
- 5.4.2. Negotiations: The State may elect to negotiate with Qualified Respondents, within the competitive range, by requesting revised responses, negotiating costs, or finalizing contract terms and conditions. The State reserves the right to conduct multiple negotiation rounds.
- 5.4.2.1. Cost Negotiations: All responsive respondents within the competitive range will be given equivalent information with respect to cost negotiations. All cost negotiations

will be documented for the procurement file. Additionally, the State may conduct target pricing and other goods or services level negotiations. Target pricing may be based on considerations such as current pricing, market considerations, benchmarks, budget availability, or other methods that do not reveal individual respondent pricing. During target price negotiations, respondents are not obligated to meet or beat target prices, but will not be allowed to increase prices.

5.4.2.2. If the State determines costs and contract finalization discussions and negotiations are not productive, the State reserves the right to bypass the apparent best evaluated Respondent and enter into contract negotiations with the next apparent best evaluated Respondent.

## 5.5. Evaluation Guide

The State will consider qualifications, experience, technical approach, and cost (if applicable) in the evaluation of responses and award points in each of the categories detailed below. The maximum evaluation points possible for each category are detailed below.

Evaluation Category	Maximum Points Possible
Mandatory Requirements (refer to RFQ Attachment A)	Pass/Fail
General Qualifications, Experience, Technical Qualifications, Experience & Approach (refer to RFQ Attachment B)	NUMBER
Technical Qualifications, Experience & Approach (refer to RFQ Attachment C)	NUMBER

## 5.6. Contract Award

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

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

- 5.6.5. The Respondent identified as offering the apparent best-evaluated must sign a contract drawn by the State pursuant to this RFQ. The contract shall be substantially the same as the RFQ Attachment G, *pro forma* contract. The Respondent must sign said contract no later than the Respondent Contract Signature Deadline detailed in RFQ § 2, Schedule of Events. If the Respondent fails to provide the signed contract by the deadline, the State may determine the Respondent is non-responsive to this RFQ and reject the response.

- 5.6.6. Notwithstanding the foregoing, the State may, at its sole discretion, entertain limited negotiation prior to contract signing and, as a result, revise the *pro forma* contract terms and conditions or performance requirements in the State's best interests, PROVIDED THAT such revision of terms and conditions or performance requirements shall NOT materially affect the basis of response evaluation or negatively impact the competitive nature of the RFQ and contractor selection process.
- 5.6.7. If the State determines that a response is nonresponsive and rejects it, the Solicitation Coordinator will re-calculate scores to determine (or re-determine) the apparent best-evaluated response.

**ATTACHMENT A****TECHNICAL RESPONSE & EVALUATION GUIDE**

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

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

<b>RESPONDENT LEGAL ENTITY NAME:</b>			
<b>Response Page #</b> (Respondent completes)	<b>Item Ref.</b>	<b>Section A— Mandatory Requirement Items</b>	<b>Pass/Fail</b>
		The Technical Response must be delivered to the State no later than the Technical Response Deadline specified in the RFQ § 2, Schedule of Events.	
		The Technical Response must not contain cost or pricing information of any type.	
		The Technical Response must not contain any restrictions of the rights of the State or other qualification of the response.	
		A Respondent must not submit alternate responses.	
		A Respondent must not submit multiple responses in different forms (as a prime and a subcontractor).	
	<b>A.1.</b>	Provide the Statement of Certifications and Assurances (RFQ Attachment E) completed and signed by an individual empowered to bind the Respondent to the provisions of this RFQ and any resulting contract. The document must be signed without exception or qualification.	
	<b>A.2.</b>	Provide a statement, based upon reasonable inquiry, of whether the Respondent or any individual who shall perform work under the contract has a possible conflict of interest (e.g., employment by the State of Tennessee) and, if so, the nature of that conflict.  NOTE: Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to cancel any award.	
	<b>A.3.</b>	<b>INSERT APPROPRIATE MANDATORY REQUIREMENT OPTIONS AS NEEDED. (FOLLOWING A.2., YOU MUST INCLUDE AT LEAST ONE OPTION TO DETERMINE FINANCIAL RESPONSIBILITY).</b>	
	<b>A.4.</b>	<b>IF NEEDED, INSERT ADDITIONAL MANDATORY REQUIREMENT OPTIONS. IF MORE THAN ONE ADDITIONAL OPTION IS NEEDED,</b>	

<b>RESPONDENT LEGAL ENTITY NAME:</b>			
<b>Response Page #</b> (Respondent completes)	<b>Item Ref.</b>	<b>Section A— Mandatory Requirement Items</b>	<b>Pass/Fail</b>
		CREATE A NEW, ADDITIONAL ROW BELOW AND ADD THE OPTION LANGUAGE.	
	<b>A. #.</b>	REPEAT MANDATORY REQUIREMENT ITEMS & ASSOCIATED ITEM REFERENCES AS NECESSARY	
<i>State Use – RFQ Coordinator Signature, Printed Name &amp; Date:</i>			

**ATTACHMENT B****TECHNICAL RESPONSE & EVALUATION GUIDE**

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

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

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



<b>RESPONDENT LEGAL ENTITY NAME:</b>		
<b>Response Page #</b> (Respondent completes)	<b>Item Ref.</b>	<b>Section B— General Qualifications &amp; Experience Items</b>
		<p>businesses owned by persons with disabilities, and small business enterprises. Please include the following information:</p> <ul style="list-style-type: none"> <li>(i) contract description;</li> <li>(ii) contractor name and ownership characteristics (<i>i.e.</i>, ethnicity, gender, service-disabled, disability); and</li> <li>(iii) contractor contact name and telephone number.</li> </ul> <p>(c) <u>Estimated Participation</u>. Provide an estimated level of participation by business enterprises owned by minorities, women, service-disabled veterans, businesses owned by persons with disabilities, and small business enterprises if a contract is awarded to the Respondent pursuant to this RFQ. Please include the following information:</p> <ul style="list-style-type: none"> <li>(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 <b>DO NOT INCLUDE DOLLAR AMOUNTS</b>);</li> <li>(ii) anticipated goods or services contract descriptions;</li> <li>(iii) names and ownership characteristics (<i>i.e.</i>, ethnicity, gender, service-disabled veterans, disability) of anticipated subcontractors and supply contractors.</li> </ul> <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 <a href="https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&amp;XID=9810">https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&amp;XID=9810</a> 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, service-disabled veterans, businesses owned by persons with disabilities, and small business enterprises and who offer a diverse workforce.</p>
	<b>B.16.</b>	<p>Provide a statement of whether or not the Respondent has any current contracts with the State of Tennessee or has completed any contracts with the State of Tennessee within the previous five-year period. If so, provide the following information for all current and completed contracts:</p> <ul style="list-style-type: none"> <li>(a) the name, title, telephone number and e-mail address of the State contact responsible for the contract at issue;</li> <li>(b) the name of the procuring State agency;</li> <li>(c) a brief description of the contract's specification for goods or scope of services;</li> <li>(d) the contract term; and</li> <li>(e) the contract number.</li> </ul>
	<b>B.17.</b>	<p>Provide a statement and any relevant details addressing whether the Respondent is any of the following:</p>

<b>RESPONDENT LEGAL ENTITY NAME:</b>		
<b>Response Page #</b> (Respondent completes)	<b>Item Ref.</b>	<b>Section B— General Qualifications &amp; Experience Items</b>
		<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 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;</p> <p>(c) is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed above; and</p> <ul style="list-style-type: none"> <li>▪ 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.</li> </ul>
	<b>B.#.</b>	<b>REPEAT REQUIREMENT ITEMS &amp; ASSOCIATED ITEM REFERENCES AS NECESSARY</b>
	<b>B.#.</b>	<b>REPEAT REQUIREMENT ITEMS &amp; ASSOCIATED ITEM REFERENCES AS NECESSARY</b>
<b>SCORE (for all Section B— Qualifications &amp; Experience Items above):</b> (maximum possible score = <b>RFQ § 5.5. NUMBER</b> )		
<i>State Use – Evaluator Identification:</i>		

**ATTACHMENT C**

**TECHNICAL RESPONSE & EVALUATION GUIDE**

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

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

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

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

<b>RESPONDENT LEGAL ENTITY NAME:</b>					
<b>Response Page #</b> (Respondent completes)	<b>Item Ref.</b>	<b>Section C— Technical Qualifications, Experience &amp; Approach Items</b>	<b>Item Score</b>	<b>Evaluation Factor</b>	<b>Raw Weighted Score</b>
	<b>C.1.</b>	Provide a narrative that illustrates the Respondent’s understanding of the State’s requirements and project schedule.		<b>NUMBER</b>	
	<b>C.2.</b>	Provide a narrative that illustrates how the Respondent will complete the delivery of goods or scope of services, accomplish required objectives, and meet the State’s project schedule.		<b>NUMBER</b>	
	<b>C.3.</b>	Provide a narrative that illustrates how the Respondent will manage the project, ensure delivery of specified goods or completion of the scope of services, and accomplish required objectives within the State’s project schedule.		<b>NUMBER</b>	
	<b>C.#.</b>	<b>REPEAT REQUIREMENT ITEMS &amp; ASSOCIATED ITEM REFERENCES &amp; WEIGHTS AS NECESSARY</b>		<b>NUMBER</b>	
<i>The Solicitation Coordinator will use this sum and the formula below to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.</i>			<b>Total Raw Weighted Score:</b> (sum of Raw Weighted Scores above)		
$\frac{\text{Total Raw Weighted Score}}{\text{Maximum Possible Raw Weighted Score (i.e., 5 x the sum of item weights above)}}$		<b>X RFQ § 5.5. NUMBER</b> (maximum possible score)		<b>= SCORE:</b>	
<i>State Use – Evaluator Identification:</i>					

<b>RESPONDENT LEGAL ENTITY NAME:</b>					
<b>Response Page #</b> (Respondent completes)	<b>Item Ref.</b>	<b>Section C— Technical Qualifications, Experience &amp; Approach Items</b>	<b>Item Score</b>	<b>Evaluation Factor</b>	<b>Raw Weighted Score</b>
<i>State Use – Solicitation Coordinator Signature, Printed Name &amp; Date:</i>					

**Cost Proposal**

**ATTACHMENT E****STATEMENT OF CERTIFICATIONS AND ASSURANCES**

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

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

1. The Respondent will comply with all of the provisions and requirements of the RFQ.
2. The Respondent will provide all specified goods or services as required by the contract awarded pursuant to this RFQ.
3. The Respondent accepts and agrees to all terms and conditions set out in the contract awarded pursuant to this RFQ.
4. The Respondent acknowledges and agrees that a contract resulting from the RFQ shall incorporate, by reference, all Response responses as a part of the contract.
5. The Respondent will comply, as applicable, with:
  - (a) the laws of the State of Tennessee;
  - (b) Title VI of the federal Civil Rights Act of 1964;
  - (c) Title IX of the federal Education Amendments Act of 1972;
  - (d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government; and,
  - (e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government.
6. To the best of the undersigned's knowledge, information or belief, the information detailed within the Response to the RFQ is accurate.
7. The Response submitted to the RFQ was independently prepared, without collusion, and 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 the request or any potential resulting contract.
9. The Response submitted in response to the RFQ shall remain valid for at least 120 days subsequent to the date of the Response opening and thereafter in accordance with any contract pursuant to the RFQ.
10. The Respondent affirms the following statement, as required by the Iran Divestment Act Tenn. Code Ann. § 12-12-111: "By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to § 12-12-106." For reference purposes, the list is currently available online at: <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-/public-information-library.html>.

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

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

**SIGNATURE & DATE:**

---

**PRINTED NAME & TITLE:**

---

---

**LEGAL ENTITY NAME:**

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**ATTACHMENT F**

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**REFERENCE QUESTIONNAIRE**

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

The Respondent will be responsible for obtaining completed reference questionnaires as detailed below.

Provide references from individuals who are not current State employees of the procuring State Agency for projects similar to the goods or services sought under this RFQ and which represent:

- two (2) contracts Respondent currently services that are similar in size and scope to the services required by this RFP; and
- three (3) completed contracts that are similar in size and scope to the services required by this RFQ.

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 individual contact reference provided for each contract or project shall not be a current State employee of the procuring State agency. Procuring State agencies that accept references from another State agency shall document, in writing, a plan to ensure that no contact is made between the procuring State agency and a referring State agency. The standard reference questionnaire, should be used and completed, and is provided on the next page at RFQ Attachment F.

In order to obtain and submit the completed reference questionnaires following one of the two processes below.

Written:

- (a) Add the Respondent's name to the standard reference questionnaire at RFQ Attachment F and make a copy for each reference.
- (b) Send a reference questionnaire and new, standard #10 envelope to each reference.
- (c) Instruct the reference to:
  - (i) complete the reference questionnaire;
  - (ii) sign and date the completed reference questionnaire;
  - (iii) seal the completed, signed, and dated reference questionnaire within the envelope provided;
  - (iv) sign his or her name in ink across the sealed portion of the envelope; and
  - (v) return the sealed envelope directly to the Respondent (the Respondent may wish to give each reference a deadline, such that the Respondent will be able to collect all required references in time to include them within the sealed Technical Response).
- (d) Do NOT open the sealed references upon receipt.
- (e) Enclose all sealed reference envelopes within a larger, labeled envelope for inclusion in the Technical Response as required.

Email:

- (a) Add the Respondent's name to the standard reference questionnaire at RFQ Attachment F and make a copy for each reference.
- (b) E-mail a reference questionnaire to each reference.

- (c) Instruct the reference to:
- (i) complete the reference questionnaire;
  - (ii) sign and date the completed reference questionnaire;
  - (iii) E-mail the reference directly to the Solicitation Coordinator by the RFQ Technical Response Deadline with the Subject line of the e-mail as “[Respondent’s Name] Reference for RFQ # **NUMBER**”.

NOTES:

- The State will not accept late references or references submitted by any means other than the two which are 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 reference e-mails or sealed reference envelopes included in the Technical Response package, the State reserves the right to confirm and clarify information detailed in the completed reference questionnaires, and may consider clarification responses in the evaluation of references.
- The State is under no obligation to clarify any reference information.

(Insert Reference Questionnaire on following page)



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**ATTACHMENT G****RFQ # NUMBER PRO FORMA CONTRACT**

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

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

<b>SUBJECT CONTRACT NUMBER:</b>	
<b>CONTRACTOR LEGAL ENTITY NAME:</b>	
<b>EDISON SUPPLIER IDENTIFICATION NUMBER</b>	

The Contractor, identified above, does hereby attest, certify, warrant, and assure that 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 Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind Contractor.

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

**Pro Forma ATTACHMENT 2****(Fill out only by selected Contractor)**

## SAMPLE LETTER OF DIVERSITY COMMITMENT

**(Company Letterhead/Logo)**

(Address)

(Date)

(Salutation),

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

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

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

\_\_\_\_\_

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

\_\_\_\_\_ %.

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

\_\_\_\_\_

\_\_\_\_\_

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

Further, we commit to:

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

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

Regards,

**(Company authority – signature and title)**

**STATE OF TN ADMINISTRATIVE FEE  
REDLINE**

**REQUEST:      Revise the State of Tennessee Administrative Fee term as follows:**

53. **State of Tennessee Administrative Fee.** A **number (#%)** administrative fee will be included in the cost of all goods and/or services purchased under this Contract. This **number percent (#%)** administrative fee will be rebated back to the State of Tennessee based on quarterly contract usage reports documenting State, local government and non-profit entity purchases. The fee is due to the State no later than forty-five (45) days after the end of the specified reporting period.

Calendar Quarter 1 (Jan 1-Mar 31)  
Calendar Quarter 2 (Apr 1-June 30)  
Calendar Quarter 3 (July 1-Sep 30)  
Calendar Quarter 4 (Oct 1-Dec 31)

Contractor shall submit payments to:  
~~Ron Plumb~~, Director, Office of Financial Management  
Department of General Services  
22nd Floor, William R Snodgrass, Tennessee Tower  
312 Rosa L. Parks Avenue  
Nashville, TN 37243

Contract usage reports shall be submitted to:  
Contract Administrator  
Department of General Services  
3rd Floor, William R. Snodgrass, Tennessee Tower  
312 Rosa L. Parks Avenue  
Nashville, TN 37243-1102  
Email: [CPO.State\\_of\\_TN@tn.gov](mailto:CPO.State_of_TN@tn.gov)

# **STATE OF TN ADMINISTRATIVE FEE**

**CLEAN**

**REQUEST:      Revise the State of Tennessee Administrative Fee term as follows:**

53. **State of Tennessee Administrative Fee.** A **number** (#%) administrative fee will be included in the cost of all goods and/or services purchased under this Contract. This **number** percent (#%) administrative fee will be rebated back to the State of Tennessee based on quarterly contract usage reports documenting State, local government and non-profit entity purchases. The fee is due to the State no later than forty-five (45) days after the end of the specified reporting period.

Calendar Quarter 1 (Jan 1-Mar 31)  
Calendar Quarter 2 (Apr 1-June 30)  
Calendar Quarter 3 (July 1-Sep 30)  
Calendar Quarter 4 (Oct 1-Dec 31)

Contractor shall submit payments to:  
Director, Office of Financial Management  
Department of General Services  
22nd Floor, William R Snodgrass, Tennessee Tower  
312 Rosa L. Parks Avenue  
Nashville, TN 37243

Contract usage reports shall be submitted to:  
Contract Administrator  
Department of General Services  
3rd Floor, William R. Snodgrass, Tennessee Tower  
312 Rosa L. Parks Avenue  
Nashville, TN 37243-1102  
Email: [CPO.State\\_of\\_TN@tn.gov](mailto:CPO.State_of_TN@tn.gov)

**GRANT BUDGET ATTACHMENT  
OPTION**

**NEW**



**REQUEST: Add the following as an option to the GR, GG and IG:**

**Grant Budget Line-Item Detail.**

Replace the Grant Budget attachment with the following if the grant requires a more detailed breakdown of budget items.

**ATTACHMENT REFERENCE**

<b>GRANT BUDGET</b>				
<b>Additional Identification Information As Necessary</b>				
<b>APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning DATE, and ending DATE.</b>				
<b>POLICY 03 Object Line-item Reference</b>	<b>EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup></b>	<b>GRANT CONTRACT</b>	<b>GRANTEE PARTICIPATION</b>	<b>TOTAL PROJECT</b>
1	Salaries <sup>2</sup>	0.00	0.00	0.00
2, 3	Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee, Grant & Award <sup>2</sup>	0.00	0.00	0.00
5	Supplies	0.00	0.00	0.00
6	Telephone	0.00	0.00	0.00
7	Postage & Shipping	0.00	0.00	0.00
8	Occupancy	0.00	0.00	0.00
9	Equipment Rental & Maintenance	0.00	0.00	0.00
10	Printing & Publications	0.00	0.00	0.00
11, 12	Travel, Conferences & Meetings <sup>2</sup>	0.00	0.00	0.00
13	Interest <sup>2</sup>	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals <sup>2</sup>	0.00	0.00	0.00
17	Depreciation <sup>2</sup>	0.00	0.00	0.00
18	Other Non-Personnel <sup>2</sup>	0.00	0.00	0.00
20	Capital Purchase <sup>2</sup>	0.00	0.00	0.00
22	Indirect Cost (% and method)	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	<b>GRAND TOTAL</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

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<sup>1</sup> Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: <https://www.tn.gov/finance/looking-for/policies.html>).

<sup>2</sup> Applicable detail follows this page if line-item is funded.

**ATTACHMENT REFERENCE**

**GRANT BUDGET LINE-ITEM DETAIL:**

<b>SALARIES</b>	<b>AMOUNT</b>
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
<b>ROUNDED TOTAL</b>	<b>Amount</b>

<b>PROFESSIONAL FEE, GRANT &amp; AWARD</b>	<b>AMOUNT</b>
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
<b>ROUNDED TOTAL</b>	<b>Amount</b>

<b>TRAVEL/CONFERENCES &amp; MEETINGS</b>	<b>AMOUNT</b>
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
<b>ROUNDED TOTAL</b>	<b>Amount</b>

<b>INTEREST</b>	<b>AMOUNT</b>
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
<b>ROUNDED TOTAL</b>	<b>Amount</b>

<b>SPECIFIC ASSISTANCE TO INDIVIDUALS</b>	<b>AMOUNT</b>
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
<b>ROUNDED TOTAL</b>	<b>Amount</b>

<b>DEPRECIATION</b>	<b>AMOUNT</b>
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount

<b>ROUNDED TOTAL</b>	<i>Amount</i>
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<b>OTHER NON-PERSONNEL</b>	<b>AMOUNT</b>
<i>Specific, Descriptive, Detail (Repeat Row As Necessary)</i>	<i>Amount</i>
<b>ROUNDED TOTAL</b>	<i>Amount</i>

<b>CAPITAL PURCHASE</b>	<b>AMOUNT</b>
<i>Specific, Descriptive, Detail (Repeat Row As Necessary)</i>	<i>Amount</i>
<b>ROUNDED TOTAL</b>	<i>Amount</i>

**GU (TENNESSEE OR LOCAL  
GOVERNMENT) MODEL – FFATA**

**REDLINE**

**REQUEST: Revise the GU (Tennessee or Local Federal Government) Model as follows:**

**Federal Funding Accountability and Transparency Act**

Add the following section if the contract will be funded in whole or part by federal funds anticipated to equal or exceed \$30,000, a federal grant or contract of \$25,000 or more (excluding grants subject to section 1512 of the American Recovery and Reinvestment Act of 2009)), and the contract will provide for the expenditure of \$25,000 or more in federal funds.

**E.#.** Federal Funding Accountability and Transparency Act (FFATA). This Contract requires the Contractor to provide supplies and/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/excomp.htm>.)

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 CFR 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 its term, the Contractor must submit an executive total compensation report to the State by the end of the month in which the amendment to this Contract becomes effective.
- d. The Contractor will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Contract. More information about obtaining a Unique Entity Identifier Number can be found at: <https://www.gsa.gov>  
~~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.

**GU (TENNESSEE OR LOCAL  
GOVERNMENT) MODEL – FFATA**

**CLEAN**



**REQUEST: Revise the GU (Tennessee or Local Federal Government) Model as follows:**

**Federal Funding Accountability and Transparency Act**

Add the following section if the contract will be funded in whole or part by federal funds anticipated to equal or exceed \$30,000.

**E.#.** Federal Funding Accountability and Transparency Act (FFATA). This Contract requires the Contractor to provide supplies and/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/excomp.htm>.)

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 CFR 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 its term, the Contractor must submit an executive total compensation report to the State by the end of the month in which the amendment to this Contract becomes effective.
  - d. The Contractor will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Contract. More information about obtaining a Unique Entity Identifier Number can be found at: <https://www.gsa.gov>

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.

**POLICY NUMBER 2015-010  
STATEWIDE PAYMENT CARD POLICY  
AND PROCEDURES**

**NEW**

**REQUEST: Add the following to CPO Statewide Payment Card Policy and Procedures, Policy Number 2015-010 and renumber the current Section 6.2. "P-Card Cancellation" to Section 6.3.:**

**6.2. P-Card Delivery and Distribution.**

By default, when ordered, P-Cards are sent to the State Agency hold address in the Online Banking Program, which is the State Agency P-Card Program Coordinator's work address. The State Agency P-Card Program Coordinator then distributes P-Cards to the Cardholder or to district locations across the State for distribution to Cardholders. In some cases, it is not practicable to have the P-Card delivered first to the State Agency Program Coordinator to then send to the Cardholders. In the event direct delivery to Cardholders is timelier and more efficient, then a P-Card Rule Exception Request must be submitted for approval. If the RER is approved, State Agencies must have an internal tracking process to document that P-Cards are safely delivered to the Cardholders.

# **BOYCOTT OF ISRAEL**

**NEW**

**REQUEST:** Add the following as a Mandatory Term and Condition to the configurator, and the FA Template pursuant to [Public Chapter No. 775](#):

D.#. Boycott of Israel. The Contractor certifies that it is not currently engaged in, and covenants that it will not, for the duration of the Contract, engage in a Boycott of Israel, as that term is defined in Tenn. Code Ann. § 12-4-#/Public Chapter No. 775.

# **DIVERSITY UTILIZATION PLAN**

## **REDLINE**

## GOVERNOR'S OFFICE OF DIVERSITY BUSINESS ENTERPRISE

### Efforts to Achieve Diversity Business Participation

The Governor's Office of Diversity Business Enterprise ("Go-DBE") is the State's central point of contact to attract and assist minority-owned, woman-owned, service-disabled veteran-owned, disabled-owned, and small business enterprises interested in competing in the State of Tennessee's procurement and contracting activities. These diversity business enterprises are defined as follows:

#### **Minority Business Enterprise (MBE) and Woman Business Enterprise (WBE)**

Businesses that are a continuing, independent, for-profit business which performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one (1) or more individuals in the minority or woman category who were impeded from normal entry into the economic mainstream because of past practices of discrimination based on race, ethnic background, or gender.

#### **Service-Disabled Veteran Business Enterprise (SDVBE)**

"Service-disabled veteran-owned business" means a service-disabled veteran-owned business located in the State of Tennessee that satisfies the criteria in Tenn. Code. Ann. § 12-3-1102(8). "Service-disabled veteran" means any person who served honorably in active duty in the armed forces of the United States with at least a twenty percent (20%) disability that is service-connected, i.e., the disability was incurred or aggravated in the line of duty in the active military, naval or air service.

#### **Small Business Enterprise (SBE)**

"Small business" means a business that is a continuing, independent, for profit business which performs a commercially useful function with residence in Tennessee and has total gross receipts of no more than ten million dollars (\$10,000,000) averaged over a three-year period or employs no more than ninety-nine (99) persons on a full-time basis.

#### **Disabled Business Enterprise (DSBE)**

"Disabled Business Enterprise" means a business owned by a person with a disability that is a continuing, independent, for-profit business that performs a commercially useful function, and is at least fifty-one (51%) owned and controlled by one (1) or more persons with a disability, or, in the case of any publicly-owned business, at least fifty one percent (51%) of the stock of which is owned and controlled by one(1) or more persons with a disability and whose management and daily business operations are under the control of one (1) or more persons with a disability.

For additional program eligibility information, visit:

~~<https://www.tn.gov/general-services/procurement/central-procurement-office-cpo/governor-s-office-of-diversity-business-enterprise-godbe-/program-eligibility.html>~~

~~<https://www.tn.gov/content/tn/general-services/procurement/central-procurement-office--cpo/go-dbe/program-eligibility.html>~~

#### Instructions

As part of this Invitation to Bid, the respondent should complete the Diversity Utilization Plan below. To assist in your effort to seek and solicit the participation of diversity businesses on this solicitation, a directory of certified Diversity Business Enterprise firms may be found on the State's website at:

<https://tn.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp?TN=tn&XID=1215>

directory or by calling ~~Go-DBE toll free at 866-894-5026-615-741-9263.~~



**RESPONDENT'S DIVERSITY UTILIZATION PLAN**

Respondent's Company Name:		
Solicitation Event Name:		Event Number:
Respondent's Contact Name:	Phone: ( )	Email:
Does the Respondent qualify as the diversity business enterprise? ___Yes ___No		
If yes, which designation does the Respondent qualify? _MBE _WBE _DSBE _SDVBE SBE		
Certifying Agency:		

**Estimated level of participation by DBEs if awarded a contract pursuant to this ITB:**

<b>Diversity Business Information</b> (List all subcontractors, joint-ventures, and suppliers)	<b>% of Contract</b>	<b>Estimated Amount</b>	<b>MBE/ WBE/ SDVBE/ SBE/ DSBE Designation</b>	<b>Currently Certified (Yes or No)</b>
Business Name:				
Contact Name:				
Contact Phone:				
Business Name:				
Contact Name:				
Contact Phone:				

If awarded a contract pursuant to this ITB, we confirm our commitment to make reasonable business efforts to meet or exceed the commitment to diversity as represented in our Diversity Utilization Plan. We shall assist the State in monitoring our performance of this commitment by providing, as requested, a monthly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, service-disabled veterans and persons with disabilities. Such reports shall be provided to the state of Tennessee Governor's Office of Diversity Business Enterprise in the TN Diversity Software available online at:

<https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9810>

We further agree to request in writing and receive prior approval from the Central Procurement Office for any changes to the use of the above listed diversity businesses.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name and Title of Signatory \_\_\_\_\_

# **DIVERSITY UTILIZATION PLAN**

## **CLEAN**

## GOVERNOR'S OFFICE OF DIVERSITY BUSINESS ENTERPRISE

### Efforts to Achieve Diversity Business Participation

The Governor's Office of Diversity Business Enterprise ("Go-DBE") is the State's central point of contact to attract and assist minority-owned, woman-owned, service-disabled veteran-owned, disabled-owned, and small business enterprises interested in competing in the State of Tennessee's procurement and contracting activities. These diversity business enterprises are defined as follows:

#### **Minority Business Enterprise (MBE) and Woman Business Enterprise (WBE)**

Businesses that are a continuing, independent, for-profit business which performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one (1) or more individuals in the minority or woman category who were impeded from normal entry into the economic mainstream because of past practices of discrimination based on race, ethnic background, or gender.

#### **Service-Disabled Veteran Business Enterprise (SDVBE)**

"Service-disabled veteran-owned business" means a service-disabled veteran-owned business located in the State of Tennessee that satisfies the criteria in Tenn. Code. Ann. § 12-3-1102(8). "Service-disabled veteran" means any person who served honorably in active duty in the armed forces of the United States with at least a twenty percent (20%) disability that is service-connected, i.e., the disability was incurred or aggravated in the line of duty in the active military, naval or air service.

#### **Small Business Enterprise (SBE)**

"Small business" means a business that is a continuing, independent, for profit business which performs a commercially useful function with residence in Tennessee and has total gross receipts of no more than ten million dollars (\$10,000,000) averaged over a three-year period or employs no more than ninety-nine (99) persons on a full-time basis.

#### **Disabled Business Enterprise (DSBE)**

"Disabled Business Enterprise" means a business owned by a person with a disability that is a continuing, independent, for-profit business that performs a commercially useful function, and is at least fifty-one (51%) owned and controlled by one (1) or more persons with a disability, or, in the case of any publicly-owned business, at least fifty one percent (51%) of the stock of which is owned and controlled by one(1) or more persons with a disability and whose management and daily business operations are under the control of one (1) or more persons with a disability.

For additional program eligibility information, visit:

<https://www.tn.gov/content/tn/generalservices/procurement/central-procurement-office--cpo-go-dbe/program-eligibility.html>

#### Instructions

As part of this Invitation to Bid, the respondent should complete the Diversity Utilization Plan below. To assist in your effort to seek and solicit the participation of diversity businesses on this solicitation, a directory of certified Diversity Business Enterprise firms may be found on the State's website at:

<https://tn.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp?TN=tn&XID=1215>  
directory or by calling 615-741-9263.

**RESPONDENT'S DIVERSITY UTILIZATION PLAN**

Respondent's Company Name:		
Solicitation Event Name:		Event Number:
Respondent's Contact Name:	Phone: ( )	Email:
Does the Respondent qualify as the diversity business enterprise? ___Yes ___No		
If yes, which designation does the Respondent qualify? _MBE _WBE _DSBE _SDVBE SBE		
Certifying Agency:		

**Estimated level of participation by DBEs if awarded a contract pursuant to this ITB:**

<b>Diversity Business Information</b> (List all subcontractors, joint-ventures, and suppliers)	<b>% of Contract</b>	<b>Estimated Amount</b>	<b>MBE/ WBE/ SDVBE/ SBE/ DSBE Designation</b>	<b>Currently Certified (Yes or No)</b>
Business Name:				
Contact Name:				
Contact Phone:				
Business Name:				
Contact Name:				
Contact Phone:				

If awarded a contract pursuant to this ITB, we confirm our commitment to make reasonable business efforts to meet or exceed the commitment to diversity as represented in our Diversity Utilization Plan. We shall assist the State in monitoring our performance of this commitment by providing, as requested, a monthly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, service-disabled veterans and persons with disabilities. Such reports shall be provided to the state of Tennessee Governor's Office of Diversity Business Enterprise in the TN Diversity Software available online at:

<https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9810>

We further agree to request in writing and receive prior approval from the Central Procurement Office for any changes to the use of the above listed diversity businesses.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name and Title of Signatory \_\_\_\_\_