



STATE OF TENNESSEE
DEPARTMENT OF COMMERCE AND INSURANCE

**REQUEST FOR PROPOSALS # 33501-267602
AMENDMENT # 3
FOR CONTRACTOR LICENSURE EXAMINATION
DEVELOPMENT AND ADMINISTRATION**

DATE: April 10, 2026

RFP # 33501-267602 IS AMENDED AS FOLLOWS:

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

| EVENT | TIME (central time zone) | DATE |
|---|-----------------------------|----------------|
| 1. RFP Issued | | March 3, 2026 |
| 2. Disability Accommodation Request Deadline | 2:00 p.m. | March 6, 2026 |
| 3. Pre-response Conference | 10 a.m. | March 10, 2026 |
| 4. Notice of Intent to Respond Deadline | 2:00 p.m. | March 11, 2026 |
| 5. Written "Questions & Comments" Deadline | 2:00 p.m. | March 16, 2026 |
| 6. State Response to Written "Questions & Comments" | | April 10, 2026 |
| 7. Response Deadline | 2:00 p.m. | April 20, 2026 |
| 8. State Completion of Technical Response Evaluations | | April 28, 2026 |
| 9. State Opening & Scoring of Cost Proposals | 2:00 p.m. | April 29, 2026 |
| 10. State Notice of Intent to Award Released and RFP Files Opened for Public Inspection | | May 1, 2026 |
| 11. End of Protest Period | | May 8, 2026 |
| 12. State sends contract to Contractor for signature | | May 11, 2026 |
| 13. Contractor Signature Deadline | 2:00 p.m. | May 12, 2026 |

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

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

| RFP SECTION | PAGE # | QUESTION / COMMENT | STATE RESPONSE |
|---|--------|---|--|
| Pro Forma Contract Section A.3.f. | 36 | 1. Will the State be able to arrange for the eight (8) Contractor Professionals to review all of the examinations prior to the required go-live or implementation date? If not, can the Vendor propose a roll-out plan that allows for the review of the highest volume test(s) prior to roll out, and then over the next 2-3 months complete the review of the examinations. | Per Pro Forma Contract Section B, the State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date. The Respondent may propose a roll-out plan in its response to the items in RFP Attachment 6.2. Section C. |
| Pro Forma Contract Section A.3.h. | 36 | 2. How are the guides currently distributed to candidates in Tennessee? (Electronically or printed Hard Copy)? Does the State have an estimate of the number of printed documents provided annually for distribution? Also, would you clarify what is meant by the term "separate guides for all licenses"? The current vendor has one bulletin that contains individual descriptions of each examination including references, but, does not produce separate bulletins for each examination. Is this a change to existing procedure or is the document currently provided by the current vendor representative of the acceptable document for this section? | Please see Amendment item #3 below. The candidate guides are currently made available electronically via download from the Tennessee Contractors' Board website.. With respect to the requirement for "separate guides for all licenses," the State does not require separate standalone documents for each license type. A single comprehensive guide (bulletin) that includes clearly defined sections for each license type is acceptable. The guide currently provided by the existing vendor, which includes multiple license types within a single bulletin, is representative of an acceptable format for this requirement. |
| Pro Forma Contract Section A.4.C.(c) | 36 | 3. The RFP asks for testing in Bristol, Johnson City, and Kingsport (in addition to the other cities) on a monthly basis. Is the State asking for testing in each of these individual cities on a monthly basis, or just that the vendor provide testing in the Tri-city area once per month? | The State requires the Contractor to provide testing in the Tri-city area one (1) time per month. The current Tri-City location is Johnson City. See Amendment item #3. |
| Pro Forma Contract Section A.4.e. | 37 | 4. Do you have a list of other Technology Schools that have been used over the past year or two where the examinations have been delivered? | No. |
| Pro Forma Contract Section A.5.b., A.5.c. | 38 | 5. Please explain what is meant by the ownership in this paragraph. Is this statement merely meant to enforce the understanding that the State is not asserting ownership of the LRP system? Does it mean that the vendor "own" the process, meaning that it will use its own staff to manage (onboard and proctor candidates) while using the LRP process in fulfillment of this contract? Or does it | Please see Amendment item #3. |

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| | | mean financial ownership of the LRP; owning 100% of the shares of the LRP? | |
| Pro Forma Contract Section A.4.b, A.5.f. | 36, 38 | 6. Please explain the registration process. Is the Vendor responsible for collecting the licensing information from the candidate, including work experience or training, verification by schools or employers? Is there an existing licensing application process that can be provided to help us understand the full scope of what this section means? | <p>The State requires that the online registration process align with the current in-person registration requirements described in Section A.4(b) of the Pro Forma Contract.</p> <p>The Contractor is responsible for accepting candidate registration, collecting applicable examination fees through approved payment methods, and issuing acknowledgment of receipt of registration in accordance with Pro Forma Contract Section A.4(b). Upon receipt and validation of a complete registration, the Contractor shall provide an acknowledgment to the candidate and enable the candidate to schedule the examination.</p> <p>Per Pro Forma Section A.5.f, the Contractor is not responsible for collecting or verifying licensing eligibility information such as work experience, training, or employer or school verification. Eligibility determinations are handled outside of the Contractor's scope through the State's existing processes.</p> |
| Pro Forma Contract Section A.6..b. | 40 | 7. On what schedule does the Vendor provide a summary of comments to the State? Comments are received on a daily basis and are reviewed within a few days. We did not know if this meant that on a Weekly, or Monthly basis the vendor would aggregate all comments and summaries and provide it to the State or if the State is notified of every candidate comment shortly after resolved? | Per Pro Forma Contract Section A.6.b, the Contractor shall provide monthly summary statistics score reports separately for each type of license specified in Section C. 2. of this Contract to the State, in a manner acceptable to the State. The Contractor shall provide annual score rosters sorted alphabetically by names of all candidates tested. |
| Pro Forma Contract Section E.10.a (1) | 53-54 | 8. Are we to interpret this section to mean that all LRP proctoring, as well as candidate processing (call answering, scheduling, etc.) are to take place in the United States or are there certain responsibilities that can be performed outside the U.S.? | Yes. All LRP Services including but not limited to proctoring, candidate processing, call answering, scheduling, etc. are to take place in the United States. Pursuant to Pro Forma Contract Section E.10.a(1), Contractor shall ensure that all State Data is housed in the continental United States, inclusive of backup data. All State data must remain in the United States, regardless of whether the data is processed, stored, in-transit, or at rest. Access to State data shall be limited to US-based (onshore) resources only. All system and application administration must be performed in the continental United States. Configuration or development of software and code is permitted outside of the United States. However, software applications designed, developed, manufactured, or supplied by persons owned or controlled by, or subject to the jurisdiction or direction of, a foreign adversary, which the U.S. Secretary of Commerce acting pursuant to 15 CFR 7 has defined to include the People's Republic of China, among others are prohibited. Any testing of code outside of the United States |

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| | | | must use fake data. A copy of production data may not be transmitted or used outside the United States. |
| RFP Attachment 6.3 Cost Proposal & Scoring Guide | 26-28 | 9. Is it correct to assume that the Evaluation Factor being used, represents the actual historical volume for each examination over the course of a five (5) year period? We realize that the State has no way of predicting actual volume in the future; we just want to know if these numbers are historically accurate representations of the anticipated test volume in the future. | Yes, it is correct to assume that the Evaluation Factor being used, represents the actual historical volume for each examination over the course of a five (5) year period and it is being used to anticipate the test volume in the future. |
| RFP Section 3.2 Response Delivery | 7-8 | 10. Is it acceptable to submit the proposal electronically by sending two emails to the purchasing officer; one with the technical proposal and a separate one with the pricing proposal? Does submitting electronically remove the responsibility to provide the proposal on a "USB flash drive?" | Please see Amendment item #3 which includes revisions to RFP Section 3.2 Response Delivery. Under the revised RFP electronic submission of proposals is acceptable. |
| Pro Forma Contract Section A.5.a. | 38 | 11. Does the Department anticipate that remote proctored testing services will be implemented at the beginning of the new contract term? | The RFP includes Live Remote Proctoring (LRP) services within the Scope of Services, and the selected Contractor will be required to provide these capabilities as part of the contract and are expected to be available on the Contract Effective Date. |
| RFP Section 3.2.2. | 7-8 | 12. Would the Department consider accepting electronic proposal responses rather than requiring a physical submission? The Respondent is always looking for ways to improve our environmental efforts and aims to go paperless where reasonable. This would also give us more time to develop a tailored proposal without factoring in shipping logistics. | Please see the answer to QC# 10 above and Amendment Item #3 below. |
| RFP Attachment 6.2 Section A | 20 | 13. The RFP requires documentation that the Respondent is either a NASCLA Accredited Examination Provider or a NASCLA Approved Administration Provider. Could the State clarify whether this certification must be in place at the time of proposal submission, or whether it may be obtained prior to contract award or implementation? | Per RFP Attachment 6.2 item A.6, a Respondent must be a NASCLA Accredited Examination Provider or a NASCLA Approved Administration Provider at the time of the Proposal Date. |
| Pro Forma Contract | 20 | 14. Does the State anticipate allowing remote proctored | Both. Please refer to Pro Forma Contract Sections A.4 and A.5. |

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| Section A.4 and A.5 | | exam delivery under this contract, or will all examinations be required to occur at approved test centers? | |
| Pro Forma Contract Section A.4.e. | 37 | 15. For the technology school exam administrations mentioned in the RFP, does the State typically coordinate candidate groups with the schools, or would the contractor be expected to manage outreach and scheduling with those institutions? | Please see Amendment item #3. The Contractor shall coordinate the logistics of exam delivery with the state-approved technology school. |
| Pro Forma Contract Section A.3. | 35-36 | 16. Will the existing exam item banks transfer to the selected contractor, or will the contractor be responsible for developing new exam items and forms. | The requirement of the Contractor per Pro Forma Contract Section A.3.a is to develop and administer an examination program in accordance with specifications procedures approved by the State. |
| N/A | | 17. Could the State describe the anticipated transition process from the current examination contractor to the new vendor, including expectations regarding item bank transfer, exam scheduling continuity, and candidate communications? | Per Pro Forma Contract Section B, this Contract shall be effective on July 1, 2026 ("Effective Date") and extend for a period of sixty (60) months after the Effective Date ("Term"). The Contractor shall be expected to begin performing services on the Start Date and should not plan to receive any materials such as item banks, schedules, and candidate communications. |
| N/A | | 18. What aspects of the current examination program have worked well and what improvements does the Board hope to see? | The RFP and Pro Forma Contract outline the State's expectations for examination development and administration, including security, accessibility, reporting, and customer service. Per RFP Section 5.2.1.3, Proposal Evaluation Team members will independently evaluate each Technical Response (that is responsive to the RFP) against the evaluation criteria in this RFP, and will score each in accordance with the RFP Attachment 6.2., Technical Response & Evaluation Guide. Please refer to RFP Attachment 6.2 for the evaluation criteria. |

3. **Delete RFP # 33501-26702, in its entirety, and replace it with RFP # 33501-26702, Release # 2, attached to this amendment.** Revisions of the original RFP document are emphasized within the new release. **Any sentence or paragraph containing revised or new text is highlighted.**
4. **RFP Amendment Effective Date.** The revisions set forth herein shall be effective upon release. All other terms and conditions of this RFP not expressly amended herein shall remain in full force and effect.