



**STATE OF TENNESSEE  
DEPARTMENT OF GENERAL SERVICES  
CENTRAL PROCUREMENT OFFICE**

**REQUEST FOR PROPOSALS  
FOR  
Equipment Maintenance Management Services**

**RFP # 32110-03030**

**RFP CONTENTS**

**SECTIONS:**

- 1. INTRODUCTION**
- 2. RFP SCHEDULE OF EVENTS**
- 3. RESPONSE REQUIREMENTS**
- 4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS**
- 5. EVALUATION & CONTRACT AWARD**

**ATTACHMENTS:**

- 6.1. Response Statement of Certifications & Assurances**
- 6.2. Technical Response & Evaluation Guide**
- 6.3. Cost Proposal & Scoring Guide**
- 6.4. Reference Questionnaire**
- 6.5. Score Summary Matrix**
- 6.6. *Pro Forma* Contract**
- 6.7. State of TN Equipment Category Listing**



## 1. INTRODUCTION

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

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

### **Statement of Procurement Purpose**

The purpose of this Request for Proposal (RFP) is to establish a contract for Equipment Maintenance Management Services (EMMS) with a Contractor who has documented experience and expertise providing reduced costs for equipment maintenance and equipment repair while maintaining quality of service and minimizing the downtime of the covered equipment. These services shall include a review of the Authorized User’s current maintenance contracts related to equipment maintenance and repair. This RFP encompasses the services that are needed for Equipment Maintenance Management.

The Equipment Maintenance Management Services program seeks to provide maintenance coverage on various types of Authorized User’s equipment, electrical or mechanical in nature, ranging from simple office equipment to complex medical and laboratory equipment located throughout the State of Tennessee. Typically, this coverage is provided through various maintenance agreements often entered into independently by State agencies. The resulting contract from this RFP should consolidate these individual maintenance agreements, creating one point of contact for the agency to maintain and repair multiple pieces of equipment. The successful Respondent is expected to market the Equipment Maintenance Management Services program to all State agencies.

#### 1.1.1. **Statewide Contract**

This Contract establishes a source or sources of supply for all Tennessee State Agencies. “Tennessee Agency” refers to the various departments, institutions, boards, commissions, and agencies of the executive branch of government of the State of Tennessee with exceptions as addressed in Tenn. Comp. R. & Regs. 0690-03-01-.01. The Contractor shall provide all goods or services and deliverables as required by this Contract to all Tennessee State Agencies. The Contractor shall make this Contract available to the following entities, who are authorized to and who may purchase off of this Statewide Contract (“Authorized Users”):

- a. all Tennessee State governmental entities (this includes the legislative branch; judicial branch; and, commissions and boards of the State outside of the executive branch of government);
- b. Tennessee local governmental agencies;
- c. members of the University of Tennessee or Tennessee Board of Regents systems;
- d. any private nonprofit institution of higher education chartered in Tennessee; and,
- e. any corporation which is exempted from taxation under 26 U.S.C. Section 501(c) (3), as amended, and which contracts with the Department of Mental Health and Substance Abuse to provide services to the public (Tenn. Code Ann. § 33-2-1001).

These Authorized Users may utilize this Contract by purchasing directly from the Contractor according to their own procurement policies and procedures. The State is not responsible or liable for the transactions between the Contractor and Authorized Users.

### 1.1.2. Background Information

The current statewide contract consolidates agencies' existing equipment maintenance agreements into one easily administered plan that provided savings for all types of General Office, Laboratory/Medical, and Information Technology (IT) equipment.

The current statewide contract is not mandatory for State agencies. Below is a summary of spend. Note all quantities and estimates provided in this solicitation are for informational purposes only and do not constitute any guaranteed spend or purchases.

<u>Agency Spend History</u>	
Date Range	State Spend
01/28/2015 – 05/22/2019	\$5,115,529.67

The total Agency Spend from 01/28/2015 – 05/22/2019 is further broken down by each particular Agency below:

<u>Spend by Agency</u>			
Health	\$3,036,317.34	Treasury	\$24,005.02
Correction	\$28,170.00	Wildlife Resources	\$10,562.00
Labor & Workforce Dev.	\$37,531.50	Comptroller's Office	\$2,830.50
Human Services	\$7,549.00	Commerce and Insurance	\$138,698.00
Agriculture	\$1,829,866.32	-	-

Local Governmental Bodies and qualified non-profit agencies:

The University of Tennessee reported spend of approximately \$421,315.00 from 01/28/2019 – 02/07/2019; the City of Memphis reported spend of \$3,716.00 for the same period.

In hopes of providing further data, the State has provided a list of equipment that is currently covered under the contract; this list is included in the solicitation as RFP Attachment 6.7. State of TN Equipment Category Listing. This list is provided for informational purposes only and should not be construed as guaranteed quantities or spend. The State does not guarantee that each piece of equipment is being used and active with each department.

### 1.1.3 Definitions and Abbreviations

Agency	The various departments, institutions, boards, commissions, and agencies of the executive branch of government of the State of Tennessee with exceptions as addressed in Tenn. Comp. R. & Regs. 0690-03-01-.01
Authorized User	<ul style="list-style-type: none"> <li>i. all Tennessee State governmental entities (this includes the legislative branch; judicial branch; and, commissions and boards of the State outside of the executive branch of government);</li> <li>ii. Tennessee local governmental agencies;</li> <li>iii. members of the University of Tennessee or Tennessee Board of Regents systems;</li> </ul>

	<p>iv. any private nonprofit institution of higher education chartered in Tennessee; and,</p> <p>v. any corporation which is exempted from taxation under 26 U.S.C. Section 501(c) (3), as amended, and which contracts with the Department of Mental Health and Substance Abuse to provide services to the public (Tenn. Code Ann. § 33-2-1001).</p>
Contract Administrator	Main point of contact for contract at Central Procurement Office
CPO	Central Procurement Office
DGS	Department of General Services
EMMS	Equipment Maintenance Management Services
Implementation	The transition process where the selected Contractor will provide instruction, service, support and maintenance to ensure proper utilization and functioning of the new Contractor system
Maintenance Agreement/MSA	Agreement between Contractor and Authorized User stipulating terms & conditions of maintenance/service of equipment under agreement
MBE/WBE/SDVBE/SBE	Minority business enterprise, women business enterprise, service-disabled veteran business enterprise, and small business enterprise.
OEM	Original Equipment Manufacturer
Rejected	New equipment evaluated by Contractor, but not accepted into program. This does not include equipment that is currently on contract with Contractor that is being reevaluated for a renewal period.
Rejected SLA	This SLA is the maximum percentage that the Contractor agrees equipment will be rejected from inclusion in program. Must be between 0% - 5%, inclusive.
Service Provider	A participating vendor in the Respondent's maintenance network. Participating vendors will perform repairs and maintenance under the EMMS program.
SLA	Service Level Agreement
Strategic Technology Solutions ("STS") STS	State of Tennessee Office of Strategic Technology Solutions Strategic Technology Solutions
SWC	Statewide Contract
Tier 1 Minimum Discount	The first minimum discount level offered by Contractor. It is the State's intention that this discount level be used most frequently.
Tier 1 SLA	This SLA is the minimum percentage that the Contractor agrees to use Tier 1 Minimum Discount. Must be greater or equal to 85%.
Tier 2 Minimum Discount	The second minimum discount level offered by Contractor. This discount level is to allow riskier pieces of equipment to still be put on a maintenance agreement with the Contractor, but at a lesser discount than Tier 1.
Tier 2 SLA	This SLA is the maximum percentage that the Contractor agrees to use Tier 2 Minimum Discount. Must be between 0% - 15%, inclusive.

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

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

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

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

### 1.3. **Nondiscrimination**

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

### 1.4. **RFP Communications**

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

**RFP # 32110-03030**

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

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

Eve Whittenburg  
 Department of General Services, CPO  
 312 Rosa L Parks Avenue, 3rd Floor Tennessee Tower  
 Nashville TN 37243-1102  
 615-253-3000  
[Eve.Whittenburg@tn.gov](mailto:Eve.Whittenburg@tn.gov)

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

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

Helen Crowley  
 Department of General Services, CPO  
 312 Rosa L Parks Avenue, 3rd Floor Tennessee Tower  
 Nashville, TN 37243-1102  
 615-741-1035  
[Helen.Crowley@tn.gov](mailto:Helen.Crowley@tn.gov)

- 1.4.3. Only the State's official, written responses and communications with Respondents are binding with regard to this RFP. Oral communications between a State official and one or more Respondents are unofficial and non-binding.
- 1.4.4. Potential Respondents must ensure that the State receives all written questions and comments, including questions and requests for clarification, no later than the Written Questions & Comments Deadline detailed in the RFP Section 2, Schedule of Events.
- 1.4.5. Respondents must assume the risk of the method of dispatching any communication or response to the State. The State assumes no responsibility for delays or delivery failures resulting from the Respondent's method of dispatch. Actual or digital "postmarking" of a communication or response to the State by a specified deadline is not a substitute for the State's actual receipt of a communication or response.
- 1.4.6. The State will convey all official responses and communications related to this RFP to the prospective Respondents from whom the State has received a Notice of Intent to Respond (refer to RFP Section 1.8).
- 1.4.7. The State reserves the right to determine, at its sole discretion, the method of conveying official, written responses and communications related to this RFP. Such written communications may be transmitted by mail, hand-delivery, facsimile, electronic mail, Internet posting, or any other means deemed reasonable by the State. For internet posting, please refer to the following website: <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/supplier-information-/request-for-proposals--rfp--opportunities1.html>.
- 1.4.8. The State reserves the right to determine, at its sole discretion, the appropriateness and adequacy of responses to written comments, questions, and requests related to this RFP. The State's official, written responses will constitute an amendment of this RFP.

1.4.9. **Factual Data**

All statistical or fiscal data or information provided by the State in conjunction with this RFP, whether by way of exhibits, amendments or modifications to this RFP, are provided by the State "as is." The State expressly disclaims any warranty as to the accuracy or the adequacy of any statistical or fiscal data that it provides to Respondents. A Respondent's reliance upon the accuracy or adequacy of such data shall not be the basis of relief from contract performance or recovery of actual, consequential or punitive damages from the State.

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

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

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

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

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

### 1.7. Pre-Response Conference

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

The conference will be held at:

Date/Time: Tuesday, March 3, 2020 at 10:00 a.m. CST

Location: Central Procurement Office  
William R. Snodgrass TN Tower, 3rd Floor  
312 Rosa L. Parks Ave.  
Nashville, TN 37243

Room: Central Procurement Office, Morrow Conference Room

Join via WebEx: [Join WebEx Meeting](#)  
Meeting number (access code): 640 808 027  
Meeting Password: YHJ7ZTpN  
Call-In Option: +1-415-655-0003

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

### 1.8. Notice of Intent to Respond

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

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

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

### 1.9. Response Deadline

A Respondent must ensure that the State receives a response no later than the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events. The State will not accept late responses, and a Respondent's failure to submit a response before the deadline will result in disqualification of the response. It is the responsibility of the Respondent to ascertain any additional security requirements with respect to packaging and delivery to the State of Tennessee. Respondents should be mindful of any



potential delays due to security screening procedures, weather, or other filing delays whether foreseeable or unforeseeable.

## 2. RFP SCHEDULE OF EVENTS

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

EVENT	TIME (central time zone)	DATE
1. RFP Issued		2/26/2020
2. Disability Accommodation Request Deadline	2:00 p.m.	3/2/2020
3. Pre-response Conference	10:00 a.m.	3/3/2020
4. Notice of Intent to Respond Deadline	2:00 p.m.	3/4/2020
5. Written "Questions & Comments" Deadline	2:00 p.m.	3/9/2020
6. State Response to Written "Questions & Comments"		4/2/2020
7. Response Deadline	2:00 p.m.	4/9/2020
8. State Schedules Respondent Oral Presentation		4/15/2020
9. Respondent Oral Presentation	8 a.m. - 4:30 p.m.	4/29/2020
10. State Completion of Technical Response Evaluations		5/1/2020
11. State Opening & Scoring of Cost Proposals	2:00 p.m.	4/15/2020
12. Negotiations (Optional)	4:30 p.m.	4/24/2020
13. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	5/7/2020
14. End of Open File Period		5/14/2020
15. State sends contract to Contractor for signature		5/15/2020
16. Contractor Signature Deadline	2:00 p.m.	5/22/2020

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

### 3. RESPONSE REQUIREMENTS

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#### 3.1. Response Form

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

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

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

- 3.1.1.1. A Respondent must use the RFP Attachment 6.2., Technical Response & Evaluation Guide to organize, reference, and draft the Technical Response by duplicating the attachment, adding appropriate page numbers as required, and using the guide as a table of contents covering the Technical Response.
- 3.1.1.2. A Technical Response should be economically prepared, with emphasis on completeness and clarity, and should NOT exceed 100 pages in length (maps, graphs, charts, as noted and included as an appendix will not count against this page limit). A response, as well as any reference material presented, must be written in English and must be written on standard 8 ½" x 11" pages (although oversize exhibits are permissible) and all text must be at least a 12 point font. All response pages must be numbered.
- 3.1.1.3. All information and documentation included in a Technical Response should correspond to or address a specific requirement detailed in the RFP Attachment 6.2., Technical Response & Evaluation Guide. All information must be incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will not contribute to evaluations.
- 3.1.1.4. The State may determine a response to be non-responsive and reject it if:
- a. the Respondent fails to organize and properly reference the Technical Response as required by this RFP and the RFP Attachment 6.2., Technical Response & Evaluation Guide; or
  - b. the Technical Response document does not appropriately respond to, address, or meet all of the requirements and response items detailed in the RFP Attachment 6.2., Technical Response & Evaluation Guide.
- 3.1.2. **Cost Proposal.** A Cost Proposal must be recorded on an exact duplicate of the RFP Attachment 6.3., Cost Proposal & Scoring Guide.

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

- 3.1.2.1. A Respondent must only record the proposed cost exactly as required by the RFP Attachment 6.3., Cost Proposal & Scoring Guide and must NOT record any other rates, amounts, or information.
- 3.1.2.2. The proposed cost shall incorporate ALL costs for services under the contract for the total contract period, including any renewals or extensions.
- 3.1.2.3. A Respondent must sign and date the Cost Proposal.
- 3.1.2.4. A Respondent must submit the Cost Proposal to the State on a separate CD or USB flash drive from the Technical Response (as detailed in RFP Sections 3.2.3., *et. seq.*).

### 3.2. Response Delivery

- 3.2.1. A Respondent must ensure that both the Technical Response and Cost Proposal files meet all form and content requirements, including all required signatures, as detailed within this RFP.
- 3.2.2. A Respondent must submit their response as specified below.

#### 3.2.2.1. Technical Response

The Technical Response document should be 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 and should be clearly identified as the:

**"RFP #32110-03030 TECHNICAL RESPONSE ORIGINAL"**

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

**"RFP # 32110-03030 TECHNICAL RESPONSE COPY"**

The sealed customer references should be the only paper documents included in the document.

#### 3.2.2.2. Cost Proposal:

The Cost Proposal should be 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:

**"RFP #32110-03030 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... RFP # 32110-03030 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... RFP # 32110-03030 COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]”**

- 3.2.3.3. The separately, sealed Technical Response and Cost Proposal components may be enclosed in a larger package for mailing or delivery, provided that the outermost package is clearly labeled:
- “RFP # 32110-03030 SEALED TECHNICAL RESPONSE & SEALED COST PROPOSAL 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.
- 3.2.4. A Respondent must ensure that the State receives a response no later than the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events at the following address:

Eve Whittenburg  
 Department of General Services, CPO  
 312 Rosa L Parks Avenue, 3rd Floor Tennessee Tower  
 Nashville TN 37243-1102  
 615-253-3000  
 Eve.Whittenburg@tn.gov

### 3.3. Response & Respondent Prohibitions

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

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

#### 3.4. **Response Errors & Revisions**

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

#### 3.5. **Response Withdrawal**

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

#### 3.6. **Additional Services**

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

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

#### 3.7. **Response Preparation Costs**

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

## **4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS**

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### **4.1. RFP Amendment**

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

### **4.2. RFP Cancellation**

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

### **4.3. State Right of Rejection**

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

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

### **4.4. Assignment & Subcontracting**

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

4.4.2. If a Respondent intends to use subcontractors, the response to this RFP must specifically identify the scope and portions of the work each subcontractor will perform (refer to RFP Attachment 6.2., Section B, General Qualifications & Experience Item B.14.).

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

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

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

### **4.5. Right to Refuse Personnel or Subcontractors**

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

#### 4.6. **Insurance**

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

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

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

#### 4.8. **Disclosure of Response Contents**

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

#### 4.9. **Contract Approval and Contract Payments**

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



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

#### 4.10. **Contractor Performance**

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

#### 4.11. **Contract Amendment**

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

#### 4.12. **Severability**

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

#### 4.13. **Next Ranked Respondent**

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

## 5. EVALUATION & CONTRACT AWARD

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### 5.1. Evaluation Categories & Maximum Points

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

EVALUATION CATEGORY	MAXIMUM POINTS POSSIBLE
<b>General Qualifications &amp; Experience</b> (refer to RFP Attachment 6.2., Section B)	<b>10</b>
<b>Technical Qualifications, Experience &amp; Approach</b> (refer to RFP Attachment 6.2., Section C)	<b>40</b>
<b>Oral Presentation</b> (refer to RFP Attachment 6.2., Section D)	<b>10</b>
<b>Cost Proposal</b> (refer to RFP Attachment 6.3.)	<b>40</b>

### 5.2. Evaluation Process

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

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

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

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

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

- 5.2.1.3. Proposal Evaluation Team members will independently evaluate each Technical Response (that is responsive to the RFP) against the evaluation criteria in this RFP, and will score each in accordance with the RFP Attachment 6.2., Technical Response & Evaluation Guide.
- 5.2.1.4. For each response evaluated, the Solicitation Coordinator will calculate the average of the Proposal Evaluation Team member scores for RFP Attachment 6.2., Technical Response & Evaluation Guide, and record each average as the response score for the respective Technical Response section.
- 5.2.1.5. The Solicitation Coordinator will invite each apparently responsive and responsible Respondent to make an oral presentation.
  - 5.2.1.5.1. The oral presentations are mandatory. The Solicitation Coordinator will schedule Respondent presentations during the period indicated by the RFP Section 2, Schedule of Events. The Solicitation Coordinator will make every effort to accommodate each Respondent's schedules. When the Respondent presentation schedule has been determined, the Solicitation Coordinator will contact Respondents with the relevant information as indicated by RFP Section 2, Schedule of Events.
  - 5.2.1.5.2. Respondent presentations are only open to the invited Respondent, Proposal Evaluation Team members, the Solicitation Coordinator, and any technical consultants who are selected by the State to provide assistance to the Proposal Evaluation Team.
  - 5.2.1.5.3. Oral presentations provide an opportunity for Respondents to explain and clarify their responses. Respondents must not materially alter their responses and presentations will be limited to addressing the items detailed in RFP Attachment 6.2., Technical Response & Evaluation Guide. Respondent pricing shall not be discussed during oral presentations.
  - 5.2.1.5.4. The State will maintain an accurate record of each Respondent's oral presentation session. The record of the Respondent's oral presentation shall be available for review when the State opens the procurement files for public inspection.
  - 5.2.1.5.5. Proposal Evaluation Team members will independently evaluate each oral presentation in accordance with the RFP Attachment 6.2., Technical Response & Evaluation Guide, Section D.
  - 5.2.1.5.6. The Solicitation Coordinator will calculate and document the average of the Proposal Evaluation Team member scores for RFP Attachment 6.2., Technical Response & Evaluation Guide, Section D, and record that number as the score for Respondent's Technical Response section.
- 5.2.1.6. Before Cost Proposals are opened, the Proposal Evaluation Team will review the Technical Response Evaluation record and any other available information pertinent to whether or not each Respondent is responsive and responsible. If the Proposal Evaluation Team identifies any Respondent that does not meet the responsive and responsible thresholds such that the team would not recommend the Respondent for Cost Proposal Evaluation and potential contract award, the team members will fully document the determination.

- 5.2.2. **Cost Proposal Evaluation.** The Solicitation Coordinator will open for evaluation the Cost Proposal of each Respondent deemed by the State to be responsive and responsible and calculate and record each Cost Proposal score in accordance with the RFP Attachment 6.3., Cost Proposal & Scoring Guide.
- 5.2.3. **Clarifications and Negotiations.** The State reserves the right to award a contract on the basis of initial responses received, therefore, each response shall contain the Respondent's best terms and conditions from a technical and cost standpoint. The State reserves the right to conduct clarifications or negotiations with one or more Respondents. All communications, clarifications, and negotiations shall be conducted in a manner that supports fairness in response improvement.
- 5.2.3.1. **Clarifications:** The State may identify areas of a response that may require further clarification or areas in which it is apparent that there may have been miscommunications or misunderstandings as to the State's specifications or requirements. The State may seek to clarify those issues identified during one or multiple clarification rounds. Each clarification sought by the State may be unique to an individual Respondent, provided that the process is conducted in a manner that supports fairness in response improvement.
- 5.2.3.2. **Negotiations:** The State may elect to negotiate with one or more Respondents by requesting revised responses, negotiating costs, or finalizing contract terms and conditions. The State reserves the right to conduct multiple negotiation rounds or no negotiations at all.
- 5.2.3.3. **Cost Negotiations:** All Respondents, selected for negotiation by the State, will be given equivalent information with respect to cost negotiations. All cost negotiations will be documented for the procurement file. Additionally, the State may conduct target pricing and other goods or services level negotiations. Target pricing may be based on considerations such as current pricing, market considerations, benchmarks, budget availability, or other methods that do not reveal individual Respondent pricing. During target price negotiations, Respondents are not obligated to reduce their pricing to target prices, but no Respondent is allowed to increase prices.
- 5.2.3.4. If the State determines that it is unable to successfully negotiate terms and conditions of a contract with the apparent best evaluated Respondent, the State reserves the right to bypass the apparent best evaluated Respondent and enter into terms and conditions contract negotiations with the next apparent best evaluated Respondent.
- 5.2.4. **Total Response Score.** The Solicitation Coordinator will calculate the sum of the Technical Response section scores and the Cost Proposal score and record the resulting number as the total score for the subject Response (refer to RFP Attachment 6.5., Score Summary Matrix).

### 5.3. **Contract Award Process**

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

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

- 5.3.4. Subject to agreement on the exceptions permitted by RFP Attachment 6.2 – B.19., the Respondent identified as offering the apparent best-evaluated response must sign a contract drawn by the State pursuant to this RFP. The Contract shall be substantially the same as the RFP Attachment 6.6., Pro Forma Contract except as modified by any mutually agreed to exceptions permitted by RFP Attachment 6.2 – B.19. The Respondent must sign the Contract by the Contractor Signature Deadline detailed in the RFP Section 2, Schedule of Events. If the Respondent fails to provide the signed Contract by this deadline, the State may determine that the Respondent is non-responsive to this RFP and reject the response.
- 5.3.5. Notwithstanding the foregoing, the State may, at its sole discretion, entertain limited terms and conditions or pricing negotiations prior to Contract signing and, as a result, revise the *pro forma* contract terms and conditions or performance requirements in the State's best interests, PROVIDED THAT such revision of terms and conditions or performance requirements shall NOT materially affect the basis of response evaluations or negatively impact the competitive nature of the RFP and contractor selection process.
- 5.3.6. If the State determines that a response is non-responsive and rejects it after opening Cost Proposals, the Solicitation Coordinator will re-calculate scores for each remaining responsive Cost Proposal to determine (or re-determine) the apparent best-evaluated response.

**RFP ATTACHMENT 6.1.****RFP # 32110-03030 STATEMENT OF CERTIFICATIONS AND ASSURANCES**

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

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

1. The Respondent will comply with all of the provisions and requirements of the RFP.
2. The Respondent will provide all services as defined in the Scope of the RFP Attachment 6.6., *Pro Forma* Contract for the total Contract Term.
3. The Respondent, except as otherwise provided in this RFP, accepts and agrees to all terms and conditions set out in the RFP Attachment 6.6., *Pro Forma* Contract.
4. The Respondent acknowledges and agrees that a contract resulting from the RFP shall incorporate, by reference, all proposal responses as a part of the Contract.
5. The Respondent will comply with:
  - (a) the laws of the State of Tennessee;
  - (b) Title VI of the federal Civil Rights Act of 1964;
  - (c) Title IX of the federal Education Amendments Act of 1972;
  - (d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government; and,
  - (e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government.
6. To the knowledge of the undersigned, the information detailed within the response submitted to this RFP is accurate.
7. The response submitted to this RFP was independently prepared, without collusion, under penalty of perjury.
8. No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Respondent in connection with this RFP or any resulting contract.
9. Both the Technical Response and the Cost Proposal submitted in response to this RFP shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract pursuant to the RFP.
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 signing this Statement of Certifications and Assurances, below, the signatory also certifies legal authority to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If the signatory is not the Respondent (if an individual) or the Respondent's company *President* or *Chief Executive Officer*, this document must attach evidence showing the individual's authority to bind the Respondent.**

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

**SIGNATURE:**

\_\_\_\_\_

**PRINTED NAME & TITLE:**

\_\_\_\_\_

**DATE:**

\_\_\_\_\_

**RESPONDENT LEGAL ENTITY  
NAME:**

\_\_\_\_\_

## RFP ATTACHMENT 6.2. — Section A

## TECHNICAL RESPONSE &amp; EVALUATION GUIDE

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

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

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



<b>RESPONDENT LEGAL ENTITY NAME:</b>			
<b>Response Page # (Respondent completes)</b>	<b>Item Ref.</b>	<b>Section A— Mandatory Requirement Items</b>	<b>Pass/Fail</b>
	<b>A.5.</b>	Provide an official document or letter from an accredited credit bureau, verified and dated within the last three (3) months and indicating a satisfactory credit score for the Respondent (NOTE: A credit bureau report number without the full report is insufficient and will <u>not</u> be considered responsive.)	
	<b>A.6.</b>	Provide a current credit rating from Moody's, Standard & Poor's, A.M. Best or Fitch Ratings, verified and dated within the last three (3) months and indicating a positive credit rating for the Respondent.  <b>OR</b> , in lieu of the aforementioned credit rating, provide an official document or letter from an accredited credit bureau, verified and dated within the last three (3) months and indicating a satisfactory credit score for the Respondent (NOTE: A credit bureau report number without the full report is insufficient and will <u>not</u> be considered responsive.)	
<i>State Use – Solicitation Coordinator Signature, Printed Name &amp; Date:</i>			

## RFP ATTACHMENT 6.2. — SECTION B

## TECHNICAL RESPONSE &amp; EVALUATION GUIDE

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

<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 providing the goods or services required by this RFP.
	<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 change of control 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, involved in the delivery of goods or performance of services on a contract pursuant to this RFP, have been convicted of, pled guilty to, or pled <i>nolo contendere</i> to any felony. If so, include an explanation providing relevant details.
	<b>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 RFP or is likely to have a material adverse effect on the Respondent's financial condition. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it would impair the Respondent's performance in a contract pursuant to this RFP.  NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of license for each person or entity that renders such opinions.
	<b>B.10.</b>	Provide a statement of whether there are any pending or in progress Securities Exchange Commission investigations involving the Respondent. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it will impair the Respondent's performance in a contract pursuant to this RFP.

## RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of license for each person or entity that renders such opinions.
	B.11.	Provide a brief, descriptive statement detailing evidence of the Respondent's ability to deliver the goods or services sought under this RFP (e.g., prior experience, training, certifications, resources, program and quality management systems, etc.).
	B.12.	Provide a narrative description of the proposed project team, its members, and organizational structure along with an organizational chart identifying the key people who will be assigned to deliver the goods or services required by this RFP.
	B.13.	Provide a personnel roster listing the names of key people who the Respondent will assign to meet the Respondent's requirements under this RFP along with the estimated number of hours that each individual will devote to that performance. Follow the personnel roster with a resume for each of the people listed. The resumes must detail the individual's title, education, current position with the Respondent, and employment history.
	B.14.	Provide a statement of whether the Respondent intends to use subcontractors to meet the Respondent's requirements of any contract awarded pursuant to this RFP, and if so, detail: <ul style="list-style-type: none"> <li>(a) the names of the subcontractors along with the contact person, mailing address, telephone number, and e-mail address for each;</li> <li>(b) a description of the scope and portions of the goods each subcontractor involved in the delivery of goods or performance of the services each subcontractor will perform; <u>and</u></li> <li>(c) a statement specifying that each proposed subcontractor has expressly assented to being proposed as a subcontractor in the Respondent's response to this RFP.</li> </ul>
	B.15.	Provide documentation of the Respondent's commitment to diversity as represented by the following: <ul style="list-style-type: none"> <li>(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, persons with disabilities, and small business enterprises. Please also include a list of the Respondent's certifications as a diversity business, if applicable.</li> <li>(b) <u>Business Relationships</u>. Provide a listing of the Respondent's current contracts with business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises. Please include the following information: <ul style="list-style-type: none"> <li>(i) contract description;</li> <li>(ii) contractor name and ownership characteristics (i.e., ethnicity, gender, service-disabled veteran-owned or persons with disabilities);</li> <li>(iii) contractor contact name and telephone number.</li> </ul> </li> <li>(c) <u>Estimated Participation</u>. Provide an estimated level of participation by business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities and small business enterprises if a contract is awarded to the Respondent pursuant to this RFP. Please include the following information: <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, or disability) of anticipated subcontractors and supply contractors.</li> </ul> </li> </ul>

## RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<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, 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 (5) year period. If so, provide the following information for all of the current and completed contracts:</p> <p>(a) the name, title, telephone number and e-mail address of the State contact knowledgeable about the contract;</p> <p>(b) the procuring Agency name;</p> <p>(c) a brief description of the contract's scope of services;</p> <p>(d) the contract period; and</p> <p>(e) the contract number.</p>
	<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 RFP and which represent:</p> <ul style="list-style-type: none"> <li>▪ two (2) accounts Respondent currently services that are similar in size to the State; <u>and</u></li> <li>▪ three (3) completed projects.</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 RFP Attachment 6.4. References that are not completed as required may be deemed non-responsive and may not be considered.</p> <p>The Respondent will be <u>solely</u> responsible for obtaining fully completed reference questionnaires and including them in the sealed Technical Response. In order to obtain and submit the completed reference questionnaires follow the process below.</p> <p>(a) Add the Respondent's name to the standard reference questionnaire at RFP Attachment 6.4. and make a copy for each reference.</p> <p>(b) Send a reference questionnaire and new, standard #10 envelope to each reference.</p> <p>(c) Instruct the reference to:</p> <ol style="list-style-type: none"> <li>(i) complete the reference questionnaire;</li> <li>(ii) sign and date the completed reference questionnaire;</li> <li>(iii) seal the completed, signed, and dated reference questionnaire within the envelope provided;</li> <li>(iv) sign his or her name in ink across the sealed portion of the envelope; and</li> <li>(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).</li> </ol> <p>(d) <u>Do NOT</u> open the sealed references upon receipt.</p>

## RFP ATTACHMENT 6.2. — SECTION B (continued)

<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>(e) Enclose all <u>sealed</u> reference envelopes within a larger, labeled envelope for inclusion in the Technical Response as required.</p> <p>NOTES:</p> <ul style="list-style-type: none"> <li>▪ 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.</li> <li>▪ The State will not review more than the number of required references indicated above.</li> <li>▪ 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.</li> <li>▪ The State is under <u>no</u> obligation to clarify any reference information.</li> </ul>
	<b>B.18.</b>	<p>Provide a statement and any relevant details addressing whether the Respondent is any of the following:</p> <ul style="list-style-type: none"> <li>(a) is presently debarred, suspended, proposed for debarment, or voluntarily excluded from covered transactions by any federal or state department or agency;</li> <li>(b) has within the past three (3) years, been convicted of, or had a civil judgment rendered against the contracting party from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;</li> <li>(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</li> <li>(d) 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.19.</b>	<p>The Respondents are permitted to submit, as part of their Response, a “redline” of RFP Attachment 6.6, 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 changes that (1) contradict any applicable state or federal law; (2) a mandatory requirement identified in RFP Attachment 6.2. – Section A; or (3) alter any deadlines in the Schedule of Events.</p>
		<p><b>SCORE (for <u>all</u> Section B—Qualifications &amp; Experience Items above):</b> (maximum possible score = 10)</p>
State Use – Evaluator Identification:		

## RFP ATTACHMENT 6.2. — SECTION C

## TECHNICAL RESPONSE &amp; EVALUATION GUIDE

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

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

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

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

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	<b>C.1.</b>	Provide a narrative that illustrates the Respondent's understanding of the State's requirements and project schedule.		<b>3</b>	
	<b>C.2.</b>	Provide a narrative that illustrates how the Respondent will complete the scope of services, accomplish required objectives, and meet the State's project schedule.		<b>4</b>	
	<b>C.3.</b>	Provide a narrative that illustrates how the Respondent will manage the project, ensure completion of the scope of services, and accomplish required objectives within the State's project schedule.		<b>3</b>	
	<b>C.4.</b>	List Respondent's Tennessee locations and non-Tennessee locations you will use to service our account.		<b>2</b>	
	<b>C.5.</b>	Describe how your Service Providers are selected to perform maintenance/repair tasks.		<b>3</b>	
	<b>C.6.</b>	Describe your expectations for the working relationships between and among your organization, Service Providers, End Users, Agencies and the Central Procurement Office.		<b>3</b>	
	<b>C.7.</b>	Describe, in detail, Respondent's decision making process that would exclude the Authorized User's equipment from being serviced under the EMMS program.		<b>2</b>	
	<b>C.8.</b>	Provide a narrative that describes the Respondent's technology and process for securing and protecting any State information that is maintained by the Respondent. Explain security features of any online reporting databases.		<b>2</b>	
	<b>C.9.</b>	Respondent shall describe how and by whom this program and subsequent equipment is underwritten or insured.		<b>2</b>	
<b>Contract Management</b>					
	<b>C.10.</b>	Describe how the Respondent will assist Authorized Users in transitioning from existing service agreement(s) to a new EMMS service agreement resulting from this solicitation.		<b>4</b>	

## RFP ATTACHMENT 6.2. — SECTION C (continued)

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	C.11.	Describe how the Respondent will assist with the transition process to the new EMMS for Authorized Users of the current EMMS.		4	
	C.12.	Describe, in detail, the procedures for Authorized Users to request maintenance services; i.e. routine maintenance and unexpected failures. The Respondent's description must include the primary contact for maintenance requests, the type of contact (actual person, interactive voice response (IVR), etc.). The description must also include call back procedures and time frames.		3	
	C.13.	Respondent must have the ability to provide decentralized as well as centralized billing. Respondent shall describe, in detail, their invoicing capabilities for customized billing and provide a sample invoice. <b>Remember, a technical response <u>must not</u> include <u>any</u> pricing or cost information.</b>		3	
	C.14.	Describe the process for handling emergency service requests during business and non-business hours; include expected timeframes and communication chain. Emergency service may be defined as service of a critical piece of equipment that needs immediate attention in order for Authorized User to maintain operations. <b>Remember, a technical response <u>must not</u> include <u>any</u> pricing or cost information.</b>		3	
	C.15.	Describe the process for requesting, delivering, and retrieving substitute pieces of equipment. Explain Authorized User's, Service Provider's, and Respondent's responsibilities and expectations during this process.		1	
<b>Marketing &amp; Educational Efforts</b>					
	C.16.	Respondent is to appoint a representative to manage and market the resulting RFP. Where will the representative be located and approximately what percent of this representative's time will be devoted to the State of Tennessee contract?		3	
	C.17.	Thoroughly describe Respondent's marketing plan for State agencies. Respondent should include expected timeframes, explanation of marketing efforts (e.g., any difference in approach for current-using agencies vs. new agencies, and how the Respondent plans to grow the program).		7	
	C.18.	Thoroughly describe how Respondent intends to educate State agencies about the EMMS program, listing any educational materials to be used to accomplish this endeavor.		5	
	C.19.	Describe how Respondent will provide expertise related to insurance and risk management to support the program to State agencies.		3	
	C.20.	Provide a narrative, including an example, of a recent marketing success where the respondent provided similar services as defined in the scope. Detail percentage growth		5	

## RFP ATTACHMENT 6.2. — SECTION C (continued)

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
		of program, number of using agencies, number of equipment, etc. Do NOT provide cost information in your response.			
<b>Reporting Tools</b>					
	C.21.	Describe Respondent's capabilities of providing Authorized Users reports and historical maintenance information online. Describe who has access to these reports and what information is included in the reports.		4	
	C.22.	Provide a narrative on the standard reports that are currently provided to customers of similar scope. Include examples of the most used reports. <b>Remember, a technical response <u>must not</u> include <u>any</u> pricing or cost information.</b>		4	
	C.23.	Provide a narrative on the ability of the Respondent to customize and create <i>ad hoc</i> reports. Describe what data is available for reports, what format reports are available in, and expected time frames for Authorized Users to receive reports.		4	
	C.24.	Provide a description of the Respondent's ability to provide usage reporting on a periodic basis. These reports will include, but are not limited to: Agency Name, Serial Number, Equipment Description, Maintenance Agreement Price, Payment Period (monthly, quarterly, yearly, etc.) Discount agency is receiving with each piece of equipment, Location of Agency, Location of Equipment and if any usage is from local government or nonprofit entities. Please provide the length of time it takes to provide a new periodic report. <b>Remember, a technical response <u>must not</u> include <u>any</u> pricing or cost information.</b>		3	
<b>Customer Service &amp; SLA Compliance</b>					
	C.25.	<p>Explain the Respondent's standard problem resolution process. Also include the process for problem escalation if the standard problem process fails. Include timeframes and personnel names and roles.</p> <p>Thoroughly describe the process for the following scenarios:</p> <ol style="list-style-type: none"> <li>1. Billing disputes, such as consumables or additional charges for repairs</li> <li>2. Dissatisfaction on timeliness or response time of Service Provider</li> <li>3. Service Provider complaints or disagreements</li> </ol> <p><b>Remember, a technical response <u>must not</u> include <u>any</u> pricing or cost information.</b></p>		5	
	C.26.	Describe how an Authorized User can switch Service Providers during maintenance agreement.		2	
	C.27.	Explain the replacement process in the case of a proposed Account Management Team member departing; this should		1	



**RFP ATTACHMENT 6.2. — SECTION C (continued)**

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
		include confirming that the state will be sent any resume(s) for replacement team members.			
	<b>C.28.</b>	Explain Respondent’s criteria for “excellent” and “acceptable” customer service. Describe these terms from the perspective of your relationship with State agencies, Authorized Users, and Service Providers.		<b>2</b>	
	<b>C.29.</b>	<p>Respondent shall address all stated Service Level Agreements in the solicitation and explain what processes are or will be implemented to address compliance with each SLA. For example ,</p> <p>Describe how Respondent monitors the performance of the Service Provider(s); include any metrics used and/or any policies in place to ensure service provider(s) is meeting requirements as required in this solicitation.</p> <p>Describe how service call response time and user satisfaction with the EMMS will be monitored.</p> <p>Describe how Respondent will proactively address any potential SLA compliance failures and how Respondent would correct issue before the measuring period.</p> <p>Describe how Respondent will address any SLA compliance failure after measuring period and how Respondent intends to prevent repeated failure.</p>		<b>5</b>	
<p><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></p>					<p><b>Total Raw Weighted Score:</b> <i>(sum of Raw Weighted Scores above)</i></p>
<p><b>Total Raw Weighted Score</b></p> <hr/> <p><b>Maximum Possible Raw Weighted Score</b> <i>(i.e., 5 x the sum of item weights above)</i></p>			<p><b>X 40</b> <i>(maximum possible score)</i></p>	<p><b>= SCORE:</b></p>	
<p><i>State Use – Evaluator Identification:</i></p>					
<p><i>State Use – Solicitation Coordinator Signature, Printed Name &amp; Date:</i></p>					

## RFP ATTACHMENT 6.2.— SECTION D

## TECHNICAL RESPONSE &amp; EVALUATION GUIDE

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

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

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

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

<b>RESPONDENT LEGAL ENTITY NAME:</b>	
<b>Oral Presentation Items</b>	
<b>D.1.</b>	Present an overview to represent the Respondent's understanding of the State's requirements.
<b>D.2.</b>	Describe an overview of the Respondent's expertise, value and accountability it provides for the services under the Contract.
<b>D.3.</b>	Present two examples of work from the last three years that are similar in scope where the Respondent served as the Equipment Maintenance Management Service provider for an enterprise-level client and discuss the Respondent's role, best practices, lessons learned, and Agency usage of the Respondent's program. Provide sample materials Authorized Users will use to better understand the EMMS program and process.
<b>D.4.</b>	Present two examples of work from the last three years that are similar in scope where the Respondent served as the Equipment Maintenance Management Service provider for an enterprise-level client and discuss the Respondent's strategy for marketing the EMMS program to Authorized Users.
<b>D.5.</b>	Describe the Respondent's plan to migrate existing maintenance agreements with the current EMMS provider?
<b>D.6.</b>	Present an overview of how Authorized Users will request services and track requested services.
<b>D.7.</b>	Please provide an example of the MSA form your company uses.
<b>SCORE (for <u>all</u> Section D—Oral Presentation Items above):</b> (maximum possible score = 10)	
<i>State Use – Evaluator Identification:</i>	

**RFP ATTACHMENT 6.2. — SECTION C (continued)**

**RESPONDENT LEGAL ENTITY  
NAME:**

*State Use – Solicitation Coordinator Signature, Printed Name & Date:*

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**COST PROPOSAL & SCORING GUIDE**

**Refer to Attachment 6.3 – Cost Proposal & Scoring Guide**

<https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/supplier-information/request-for-proposals--rfp--opportunities1.html>

**REFERENCE QUESTIONNAIRE**

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

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

## RFP # 32110-03030 REFERENCE QUESTIONNAIRE

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

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

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

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

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

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

<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?**

Satisfied  Not Satisfied

*Please check one box*

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

Yes  No  Not Completed

*Please check one box*

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

Satisfied  Not Satisfied

*Please check one box*

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

Satisfied       Not Satisfied

*Please check one box*

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

Satisfied       Not Satisfied

*Please check one box*

**REFERENCE SIGNATURE:**

(by the individual completing this request for reference information)

\_\_\_\_\_

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

**DATE:**

\_\_\_\_\_

**RFP ATTACHMENT 6.5.**

**SCORE SUMMARY MATRIX**

	<i>RESPONDENT NAME</i>		<i>RESPONDENT NAME</i>		<i>RESPONDENT NAME</i>	
<b>GENERAL QUALIFICATIONS &amp; EXPERIENCE</b> (maximum: 10)						
<i>EVALUATOR 1</i>						
<i>EVALUATOR 2</i>						
<i>EVALUATOR 3</i>						
	<b>AVERAGE:</b>		<b>AVERAGE:</b>		<b>AVERAGE:</b>	
<b>TECHNICAL QUALIFICATIONS, EXPERIENCE &amp; APPROACH</b> (maximum: 40)						
<i>EVALUATOR 1</i>						
<i>EVALUATOR 2</i>						
<i>EVALUATOR 3</i>						
	<b>AVERAGE:</b>		<b>AVERAGE:</b>		<b>AVERAGE:</b>	
<b>ORAL PRESENTATION</b> (maximum: 10)						
<i>EVALUATOR 1</i>						
<i>EVALUATOR 2</i>						
<i>EVALUATOR 3</i>						
	<b>AVERAGE:</b>		<b>AVERAGE:</b>		<b>AVERAGE:</b>	
<b>COST PROPOSAL</b> (maximum: 40)	<b>SCORE:</b>		<b>SCORE:</b>		<b>SCORE:</b>	
<b>TOTAL RESPONSE EVALUATION SCORE:</b> (maximum: <b>NUMBER</b> )						

*Solicitation Coordinator Signature, Printed Name & Date:*



**RFP # 32110-03030 *PRO FORMA* CONTRACT**

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

## SWC 303 Equipment Maintenance Management RFP #32110-03030 Attachment 6.7

### STATE OF TN EQUIPMENT CATEGORY LISTING

Client Name	Manufacturer	Model Number
<b><u>LABORTORY</u></b>		
MEMPHIS & SHELBY COUNTY HEALTH DEPARTMENT - LAB SERVICES	PERKIN ELMER	OPTIMAN0770796
MEMPHIS & SHELBY COUNTY HEALTH DEPARTMENT - LAB SERVICES	PERKIN ELMER	ICPN0772036
MEMPHIS & SHELBY COUNTY HEALTH DEPARTMENT - LAB SERVICES	PERKIN ELMER	S10AUTOSAMPLER
STATE OF TN-DEPARTMENT OF HEALTH	BECKMAN COULTER	BIOMEKFXP
STATE OF TN-DEPARTMENT OF HEALTH	BECKMAN COULTER	BFX96
STATE OF TN-DEPARTMENT OF HEALTH	BECKMAN COULTER	ORBITAL
STATE OF TN-DEPARTMENT OF HEALTH	BECKMAN COULTER	96TIP
STATE OF TN-DEPARTMENT OF HEALTH	BECKMAN COULTER	BIOKMEK CONT
STATE OF TN-DEPARTMENT OF HEALTH	BECKMAN COULTER	PELTIER ALP
STATE OF TN-DEPARTMENT OF HEALTH	BECKMAN COULTER	TIP LOADER
STATE OF TN-DEPARTMENT OF HEALTH	NIPPON	RA4300A
STATE OF TN-DEPARTMENT OF HEALTH	NIPPON	RA4300FG+
STATE OF TN-DEPARTMENT OF HEALTH	BIORAD LABORATORIES	VNBS
STATE OF TN-DEPARTMENT OF HEALTH	BIORAD LABORATORIES	VNBS
STATE OF TN-DEPARTMENT OF HEALTH	PERKIN ELMER	DELFLIA
STATE OF TN-DEPARTMENT OF HEALTH	ROCHE DIAGNOSTIC SYSTEMS	COMPACT
STATE OF TN-DEPARTMENT OF HEALTH	ROCHE DIAGNOSTIC SYSTEMS	MAGNA PURE SYS
STATE OF TN-DEPARTMENT OF HEALTH	ROCHE DIAGNOSTIC SYSTEMS	MAGNA PURE SYS
STATE OF TN-DEPARTMENT OF HEALTH	DIONEX CORP.	ICS3000
STATE OF TN-DEPARTMENT OF HEALTH	PERKIN ELMER	DELFLIA
STATE OF TN-DEPARTMENT OF HEALTH	ROCHE DIAGNOSTIC SYSTEMS	COMPACT
STATE OF TN-DEPARTMENT OF HEALTH	ROCHE DIAGNOSTIC SYSTEMS	MAGNA PURE SYS
STATE OF TN-DEPARTMENT OF HEALTH	PERKIN ELMER	DELFLIA
STATE OF TN-DEPARTMENT OF HEALTH	ROCHE DIAGNOSTIC SYSTEMS	COMPACT
STATE OF TN-DEPARTMENT OF HEALTH	ROCHE DIAGNOSTIC SYSTEMS	MAGNA PURE SYS
STATE OF TN-DEPARTMENT OF HEALTH	PERKIN ELMER	DELFLIA
STATE OF TN-DEPARTMENT OF HEALTH	ROCHE DIAGNOSTIC SYSTEMS	COMPACT
STATE OF TN-DEPARTMENT OF HEALTH	ROCHE DIAGNOSTIC SYSTEMS	MAGNA PURE SYS
STATE OF TN-DEPARTMENT OF HEALTH	PERKIN ELMER	TRICARB3100
STATE OF TN-DEPARTMENT OF HEALTH	PERKIN ELMER	POLYSCICHILLER
STATE OF TN-DEPARTMENT OF HEALTH	PERKIN ELMER	ELAN9000
STATE OF TN-DEPARTMENT OF HEALTH	PERKIN ELMER	CETAC520
STATE OF TN-DEPARTMENT OF HEALTH	PERKIN ELMER	TRICARB3110TR
STATE OF TN-DEPARTMENT OF HEALTH	HACH	QC8500
STATE OF TN-DEPARTMENT OF HEALTH	HACH	QC8500
STATE OF TN-DEPARTMENT OF HEALTH	PERKIN ELMER	POLYSCIRECIRULA
STATE OF TN-DEPARTMENT OF HEALTH	BIORAD LABORATORIES	BIOPLEX200
STATE OF TN-DEPARTMENT OF HEALTH	PERKIN ELMER	VICTOR20300040
STATE OF TN-DEPARTMENT OF HEALTH	PERKIN ELMER	SHAKER4PLATE
STATE OF TN-DEPARTMENT OF HEALTH	PERKIN ELMER	VICTOR20300040
STATE OF TN-DEPARTMENT OF HEALTH	PERKIN ELMER	SHAKER4PLATE
STATE OF TN-DEPARTMENT OF HEALTH	PERKIN ELMER	VICTOR20300040
STATE OF TN-DEPARTMENT OF HEALTH	PERKIN ELMER	SHAKER4PLATE
STATE OF TN-DEPARTMENT OF HEALTH	ROCHE DIAGNOSTIC SYSTEMS	MAGNAPURE
STATE OF TN-DEPARTMENT OF HEALTH	LENOVO	M800
STATE OF TN-DEPARTMENT OF HEALTH	LENOVO	M800
STATE OF TN-DEPARTMENT OF HEALTH	QIAGEN, INC.	EZ1ADVANCEDXL
STATE OF TN-DEPARTMENT OF HEALTH	BIORAD LABORATORIES	GEENIUS
STATE OF TN-DEPARTMENT OF HEALTH	LIFE TECHNOLOGIES, INC	VERITI

STATE OF TN-DEPARTMENT OF HEALTH	LIFE TECHNOLOGIES, INC	3500XL
STATE OF TN-DEPARTMENT OF HEALTH	SENSITITRE, INC.	SENSITITRE
STATE OF TN-DEPARTMENT OF HEALTH	DYNEX	AGILITY
STATE OF TN-DEPARTMENT OF HEALTH	DYNEX	AGILITY
STATE OF TN-DEPARTMENT OF HEALTH	THERMO FISHER SCIENTIFIC	KINGFISHERFLEX
STATE OF TN-DEPARTMENT OF HEALTH	THERMO FISHER SCIENTIFIC	KINGFISHERFLEX
STATE OF TN-DEPARTMENT OF HEALTH	MOLECULAR DEVICES CORP.	GEMINIEM2
STATE OF TN-DEPARTMENT OF HEALTH	TELEDYNE	FUSION
STATE OF TN-DEPARTMENT OF HEALTH	QIAGEN, INC.	BIROBOT
STATE OF TN-DEPARTMENT OF HEALTH	BIOFIRE DIAGNOSTICS INC	FLM1-ASY-0001
STATE OF TN-DEPARTMENT OF HEALTH	BIOFIRE DIAGNOSTICS INC	FLM1-ASY-0001
STATE OF TN-DEPARTMENT OF HEALTH	BIOFIRE DIAGNOSTICS INC	FLM2-ASY-0001
STATE OF TN-DEPARTMENT OF HEALTH	BIOFIRE DIAGNOSTICS INC	FLM2-ASY-0001
STATE OF TN-DEPARTMENT OF HEALTH	BIOFIRE DIAGNOSTICS INC	FLM2-ASY-0001
STATE OF TN-DEPARTMENT OF HEALTH	BIOFIRE DIAGNOSTICS INC	FLM2-ASY-0001
STATE OF TN-DEPARTMENT OF HEALTH	BIOFIRE DIAGNOSTICS INC	FLM1-ASY-0001
STATE OF TN-DEPARTMENT OF HEALTH	BIOFIRE DIAGNOSTICS INC	FLM2-ASY-0001
STATE OF TN-DEPARTMENT OF HEALTH	BIOTEK	ELX808
STATE OF TN-DEPARTMENT OF HEALTH	PERKIN ELMER	OPTIMA 8300 ICP-OES
STATE OF TN-DEPARTMENT OF HEALTH	PERKIN ELMER	CHILLER
STATE OF TN-DEPARTMENT OF HEALTH	PERKIN ELMER	CROSS FLOW
STATE OF TN-DEPARTMENT OF HEALTH	THERMO ELECTRON	NANODROP2000C
STATE OF TN-DEPARTMENT OF HEALTH	PERKIN ELMER	AS93PLUS
STATE OF TN-DEPARTMENT OF HEALTH	PERKIN ELMER	POLYSCIRECIRULA
STATE OF TN-DEPARTMENT OF HEALTH	THERMO FISHER SCIENTIFIC	KINFISHERFLEX
TN - TREASURY DEPARTMENT	MINOLTA	MS6000
TN DEPARTMENT OF AGRICULTURE	THERMO ELECTRON	TSQ
TN DEPARTMENT OF AGRICULTURE	SHIMADZU	GCMS2010
TN DEPARTMENT OF AGRICULTURE	THERMO FISHER SCIENTIFIC	SHANDONCLEARVUE
TN DEPARTMENT OF AGRICULTURE	PERKIN ELMER	ELAN9000
TN DEPARTMENT OF AGRICULTURE	THERMO FISHER SCIENTIFIC	EXCELSIORES
TN DEPARTMENT OF AGRICULTURE	AGILENT	AA 220 SYSTEM
TN DEPARTMENT OF AGRICULTURE	BIOMERIUX	VIDAS
TN DEPARTMENT OF AGRICULTURE	APPLIED BIOSYSTEMS, INC	7500FAST
TN DEPARTMENT OF AGRICULTURE	THERMO ELECTRON	EXACTIVEPLUS
TN DEPARTMENT OF AGRICULTURE	THERMO ELECTRON	LPG-3400SD
TN DEPARTMENT OF AGRICULTURE	THERMO ELECTRON	WPS-3000TSL
TN DEPARTMENT OF AGRICULTURE	THERMO ELECTRON	3000-TCCSD
TN DEPARTMENT OF AGRICULTURE	BIOTEK	EL406PSNA4
TN DEPARTMENT OF AGRICULTURE	BIOMERIEUX VITEK	VITEK2
TN DEPARTMENT OF AGRICULTURE	THERMO ELECTRON	TSQ-20003
TN DEPARTMENT OF AGRICULTURE	BIOTEK	ELX808
TN DEPARTMENT OF AGRICULTURE	BIOTEK	BIOSTACK
TN DEPARTMENT OF AGRICULTURE	TRUSPEC	630-100-600
TN DEPARTMENT OF AGRICULTURE	DIONEX CORP.	ULTIMATE3000LPG
TN DEPARTMENT OF AGRICULTURE	DIONEX CORP.	ULTIMATE3000WPS
TN DEPARTMENT OF AGRICULTURE	DIONEX CORP.	ULTIMATE3000TCC
TN DEPARTMENT OF AGRICULTURE	DIONEX CORP.	ULTIMATE3000FLD
TN DEPARTMENT OF AGRICULTURE	DIONEX CORP.	REFRACTOMAX521
TN DEPARTMENT OF AGRICULTURE	THERMO FISHER SCIENTIFIC	HM355S
TN DEPARTMENT OF AGRICULTURE	BRUKER	MICROFLEX
TN DEPARTMENT OF AGRICULTURE	PEAK ELECTRONICS, INC	NM32LA
TN DEPARTMENT OF AGRICULTURE	QIAGEN, INC.	QIACUBE
TN DEPARTMENT OF AGRICULTURE	THERMO ELECTRON	VANQUISH PUMP
TN DEPARTMENT OF AGRICULTURE	THERMO ELECTRON	VANQUISH SAMPLER
TN DEPARTMENT OF AGRICULTURE	THERMO ELECTRON	VANQUISH COLMN

