



STATE OF TENNESSEE
DEPARTMENT OF GENERAL SERVICES

**REQUEST FOR PROPOSALS # 32101-15115
AMENDMENT # TWO
FOR COMMERCIAL CARD SERVICES**

DATE: 3/24/2016

RFP # 32101-15115 IS AMENDED AS FOLLOWS:

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

EVENT	TIME (central time zone)	DATE
1. RFP Issued		February 2, 2016
2. Disability Accommodation Request Deadline	2:00 p.m.	February 5, 2016
3. Pre-response Conference	TIME	February 11, 2016
4. Notice of Intent to Respond Deadline	2:00 p.m.	February 12, 2016
5. Written "Questions & Comments" Deadline	2:00 p.m.	February 23, 2016
6. Authorized Entities Response to Written "Questions & Comments"		March 24, 2016
7. RFP Response Deadline	2:00 p.m.	April 25, 2016
8. Authorized Entities Schedule Respondent Oral Presentation		May 3, 2016
9. Respondent Oral Presentations	8 a.m. – 4:30 p.m.	May 10 - May 13, 2016
10. Authorized Entities Completion of Technical Response Evaluations		May 25, 2016
11. Authorized Entities Opening & Scoring of Rebate Proposals	2:00 p.m.	May 26, 2016
12. Authorized Entities Notice of Intent to Award Released and RFP Files Opened for Public Inspection	2:00 p.m.	June 16, 2016
13. End of Open File Period		June 23, 2016
14. Authorized Entities send contract to Contractor for signature		June 24, 2016
15. Contractor Signature Deadline	2:00 p.m.	July 30, 2016

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

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

QUESTION / COMMENT	STATE RESPONSE
<p>1 “The Respondent identified as offering the apparent best-evaluated response must sign a contract drawn by the Authorized Entities pursuant to this RFP. The contract shall be substantially the same as the RFP Attachment 6.6., <i>Pro Forma Contract</i>. The Respondent must sign the contract by the Contractor Signature Deadline detailed in the RFP Section 2, Schedule of Events. Notwithstanding the foregoing, the Authorized Entities may, at their sole discretion, entertain limited negotiation prior to contract signing and, as a result, revise the <i>Pro Forma Contract</i> terms and conditions or performance requirements.”</p> <p>May the Contractor offer their standard Commercial Card Agreement to provide certain clauses applicable to Card programs?</p>	<p>The Authorized Entities will not accept a standard bank agreement; however, the State will consider proposed provisions for points of clarifications or to cover necessary matters not dealt with in the <i>Pro Forma</i> contract. Please refer to revised RFP Attachment 6.2 – Section B.19.</p>
<p>2 Section C.20 of RFP Attachment 6.2 require individual liability travel cards. We are unable to provide individual liability cards on our commercial card platform. Is this a mandatory requirement and will our inability to meet this result in a non-responsive bid? It is industry norm for commercial cards to carry corporate liability as opposed to individual liability.</p> <p>If possible, please respond to this question prior to the March 9th response deadline as it will dictate our ability or inability to respond to the RFP.</p>	<p>The Authorized Entities have removed Individual Liability for the Travel Card program from the scope of this RFP. Please refer to revised RFP Attachment 6.2 – Section C and RFP Attachment 6.6.</p>
<p>3 “Contractor represents and warrants that its collection, access, use, storage, disposal and disclosure of Personal Information complies with all applicable federal and state privacy and data protection laws, including without limitation, the Gramm-Leach-Bliley Act (“GLBA”); the Health Information Portability and Accountability Act (“HIPAA”); the Family Educational Rights and Privacy Act (“FERPA”) of 1974 (20 U.S.C. 1232g), the FTC’s Red Flags Rules and any applicable federal or state laws, as amended, together with regulations promulgated thereunder.”</p> <p>Please explain the relevance of HIPAA in relation to processing of card transactions.</p>	<p>This is part of the State’s data privacy requirements and to the extent HIPAA applies, contractor shall conform.</p>
<p>4 Can the Authorized Entities please provide more context for this requirement? Commercial cards are not typically subject to HIPPA compliance requirements – as no medical-related/HIPAA-covered data is exchanged between the bidder and the Authorized Entities. Generally, banks must comply with the consumer privacy requirements as</p>	<p>Please refer to Question #3.</p>

QUESTION / COMMENT	STATE RESPONSE
<p>defined by Graham-Leach-Bliley and Regulation P. Can the Authorized Entities either update this requirement to reference industry appropriate regulations or provide more information on how HIPPA applies to your card programs?</p>	
<p>5 A.7.a.ii—Any applicable federal or state laws or requirements, including but not limited to the Red Flags Rule, the Gramm-Leach-Bliley Act ("GLBA"), the Health Information Portability and Accountability Act ("HIPAA"), and the Family Educational Rights and Privacy Act ("FERPA") of 1974 (20 U.S.C.1232g). This section is not typically covered by card management online system. Would the State be willing to remove?</p>	<p>Please refer to Question #3.</p>
<p>6 No alternative language—The RFP states that we can't include alternative contract terms, but there are a couple of areas of concern around Section D4, Subject to Funds Availability and D.17, Limitation of Authorized Institutions' Liability. We also need to be able to include language around interchange and credit. If not, it would be hard for us to respond to the RFP. Will there be an opportunity to negotiate some terms or offer alternatives in our response?</p>	<p>The Authorized Entities will not negotiate with respect to <i>Pro Forma</i> contract Sections D.4. or D.17. However, the Authorized Entities will consider necessary revisions regarding interchange and credit. Please refer to revised RFP Attachment 6.2 – Section B.19.</p>
<p>7 A.7.a.i—Requires to meet PCI DSS (no concern) and "State of Tennessee Enterprise Information Security Policies", as amended from time to time. We have our own standards and are not familiar with the State's policies, including whether they are up-to-to date or subject to change. Would the State allow PCI DSS and remove State of Tennessee Enterprise Information Security Policies"?</p>	<p>The awarded vendor(s) is required to comply with STS requirements. Up to date State of Tennessee Enterprise Information Security Policies may be found at https://www.tn.gov/finance/topic/sts-security-policies.</p>
<p>8 The State requires that we offer Travel Card services for all countries and currencies mentioned in Contract Attachment #5. Is the State aware that that list contains some of those countries that banks are not allowed to do business with/in? Will we be allowed to amend that list?</p>	<p>Yes, please submit as part of your redlines in accordance with B.19.</p>
<p>9 We have an Incident Management team in place, not a single employee, dedicated to resolving all security incidents 24/7. We ask the Authorized Entities to revise this requirement to read: "Provide Authorized Institution with the name and contact information for an employee, or a team of employees, of Contractor who shall serve as the Authorized Institution's primary security contact(s) and shall be available to assist the Authorized Institution twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a Security Incident."</p>	<p>Yes, we can make this change. Please see revised RFP Attachment 6.6, <i>Pro Forma</i> contract, A.8 Data Privacy and Security, e. Incident Response, i..</p>
<p>10 Is the State willing to entertain reciprocal rights of termination for the Bank?</p>	<p>Due to the significant investment in implementation and time involved the Authorized Entities are not willing to entertain reciprocal rights of termination for convenience but will be willing to offer reciprocal rights for termination for cause.</p>

QUESTION / COMMENT	STATE RESPONSE
<p>11 Many commercial card providers partner with other key strategic suppliers for the provision of their programs. These providers are used to service all of our commercial card clients and are not being engaged specifically for this deal with the Authorized Entities. We ask the Authorized Entities to please consider limiting this requirement only to vendors that are specifically engaged to service the Authorized Entities' programs.</p> <p>We generally can agree to the Authorized Entities' own right to transfer and assign, as long as we are provided with written notice of the change and the assignment is appropriately documented. We ask the Authorized Entities to modify its requirement to provide for notice and completion of bank documentation requirements.</p>	<p>See RFP Attachment 6.2., B.14. requesting information of use of subcontractors. The State needs notice and approval – to ensure that the entity is authorized to do business. Approval will not be unreasonably withheld.</p>
<p>12 In accordance with federal law and our own practices, we comply with the Immigration Reform and Control Act of 1986 and employment is contingent on the successful completion of the I-9 verification process and E-Verify. We do not knowingly employ any individuals in the United States who are not legally authorized to work in the United States. For associate confidentiality reasons, we generally do not disclose the personnel records of our associates to third parties, including I-9 or e-Verify documentation. We request that the Authorized Entities modify this requirement, which makes personnel records "subject to review and random inspection."</p>	<p>The Authorized Entities are amenable to making changes to RFP Attachment 6.6, <i>Pro Forma</i> contract. Please refer to revised RFP Attachment 6.2 – Section B.19.</p>
<p>13 We are generally unable to give indemnities with respect to third-party claims growing out of card payment disbursement services we provide to our clients. Such claims relate to the relationship, including contractual relationships, which the third parties have with our clients, not with us. We are unable to anticipate and control those relationships. However, it is customary in similar state programs for us to agree to mutual non-indemnification, whereby neither party indemnifies the other. The issuer's liability typically remains limited to actual, direct damages for failure to exercise reasonable care when providing services and typically subject to a reasonable dollar cap. We ask the Authorized Entities to please modify your requirement to allow issuers to propose alternate terms.</p>	<p>No.</p>
<p>14 Are you willing to modify this provision to exclude clause (d) surrounding the provision of agreements terminated for cause or default?</p>	<p>No – this is required by our rules. Please see: http://www.tn.gov/assets/entities/generalservices/cpo/attachments/0690-03-01.201401201.pdf</p>
<p>15 In most of our existing government programs, the agencies have been amenable to including our standard corporate card agreement– as many common types of program operating terms and the responsibilities of the parties may not be specifically included in the text of a state's RFP. In</p>	<p>Please refer to Question #1.</p>

QUESTION / COMMENT	STATE RESPONSE
<p>these cases, we place both documents under an umbrella agreement where order of precedence is provided by the RFP if there should be any conflicting terms. Our additional terms and conditions benefit both parties in clearly understanding the program and service, as well as the rules and regulations applicable to the provision of these services.</p> <p>Would the Authorized Entities please consider adopting a similar approach to make it easier for issuers to participate in your RFP and speed the negotiation process by enabling the Authorized Entities to see all issuers' card agreement, as submitted with our response? Please allow the issuer's card agreement to fall in the final position in the order of precedence the State has outlined in D.30.</p>	
<p>16 This section states that the Authorized Entities may negotiate terms and conditions. However, Section 3.3.1 states that the Contractor may not include alternate contract terms and conditions. If not allowed to include as part of our response, is it still possible to negotiate the terms and conditions if awarded the contract?</p>	<p>The Authorized Entities are amenable to making changes to RFP Attachment 6.6, <i>Pro Forma</i> contract. Please refer to revised RFP Attachment 6.2 – Section B.19.</p>
<p>17 General comments - Regarding the proposed contractual terms and conditions contained in RFP, while the concepts represented by several of those terms and conditions are generally acceptable, as written, many of them are not as well suited to the subject matter of the RFP. Given that the each Bidder has certain language in its standard form of commercial card agreement which reflects the legal and operational terms which govern our commercial cards programs, we would ask that the State consider supplementing its contractual language with certain alternate or proposed language from Bidder in order to properly set forth the operational and legal parameters of the commercial cards lending arrangement, including, but not limited to, language relating to 1) Billing and Liability; 2) Wrongful Use; 3) Spending Limit provision; 4) Program Administrator provision; and 5) Provisions for any Special Use Accounts.</p> <p>Paragraph 2 does not provide an option for us to fill in a blank. Could this a field be included, as we are not any of the examples provided, but rather a National Banking Association.</p>	<p>RFP Attachment 6.2.b.2. gives the flexibility to describe the respondent's form of business. Please insert the term that best describes the respondent's organization if not shown on the <i>Pro Forma</i>.</p> <p>The State will consider proposed provisions for points of clarifications or to cover necessary matters not dealt with in the <i>Pro Forma</i> contract. All proposed changes should be in accordance with RFP Template section B.19.</p>
<p>18 Section 3.3.1 prohibits alternate contract terms and conditions. There are provisions included in the proposed contract that would require significant negotiation between the parties. In addition, there are required document and forms that would be a part of the official contract. Please confirm your willingness to negotiate in good faith</p>	<p>The Authorized Entities are amenable to making changes to RFP Attachment 6.6, <i>Pro Forma</i> contract. Please refer to revised RFP Attachment 6.2 – Section B.19.</p>

QUESTION / COMMENT	STATE RESPONSE
<p>the contract and any other required documents that would be necessary. It should be noted that these contracts and forms have been successfully negotiated with potential Authorized Entities. This section is of particular interest since this provision is a Mandatory Requirement as outlined on RFP Attachment 6.2 Section A. If possible, please respond to this question prior to the March 9th response deadline as it will dictate our ability or inability to respond to the RFP.</p>	
<p>19 Regarding alternate contract terms and conditions – as discussed in the Pre-proposal conference – should proposers provide a copy of the Treasury Management Agreement and Purchase Card program agreement(s) or similar required agreements that the bank provider inherently requires to administer its product offering to its clients within this section or will it be understood by the State that such agreements are a requirement to proceed with the program as offered? Requirements to proceed with our institution’s agreements are a must and inability to do so would constitute an inability for our institution to propose.</p>	<p>Please refer to Question #1.</p>
<p>20 If there are items within the State’s proposed contract term and conditions that directly conflict with the referenced agreements above, how should those be addressed/acknowledged so that they don’t become issues restricting fulfillment of the awarded bid?</p>	<p>Please refer to Question #1.</p>
<p>21 Section A.7 Data Reporting and Systems Requirements – Could the State provide a copy of the State of Tennessee Enterprise Information Security Policies?</p> <p>Section D5, Termination for Convenience – We would ask for consideration to include language to allow for the Contractor to terminate for convenience as well, with 90 days written notice.</p> <p>Section D6, Termination for Cause – We would request that language be included regarding a cure period as well as written notice in advance of termination.</p> <p>Section D.12, Monitoring – Please clarify what is meant by this provision.</p> <p>Section D.20, HIPAA Compliance – we would ask that this provision be removed from this contract as no collection of medical information will be conducted as part of this contract.</p>	<p>The Authorized Entities will consider proposed provisions for points of clarifications or to cover necessary matters not dealt with in the <i>Pro Forma</i> contract. Please refer to revised RFP Attachment 6.2 – Section B.19.</p> <p>Up to date State of Tennessee Enterprise Information Security Policies may be found at https://www.tn.gov/finance/topic/sts-security-policies.</p>
<p>22 Indicates that the Proforma contract substantially represents the contract document that the successful Respondent must sign. Please describe the desired process regarding the Proforma contract. Is it the intent of the Authorized</p>	<p>As stated in RFP section 5.3.4., "The Respondent identified as offering the apparent best-evaluated response must sign a contract drawn by the Authorized Entities pursuant to this RFP." This shall occur following contract award</p>

QUESTION / COMMENT	STATE RESPONSE
<p>Entities to have a signed contract when the RFP response is submitted or once the program is awarded? Would the Authorized Entities allow participants to submit a red-lined version of the Proforma Contract with the completed RFP?</p>	<p>and negotiations. The State is amenable to making changes to RFP Attachment 6.6, <i>Pro Forma</i> contract. Please refer to revised RFP Attachment 6.2 – Section B.19. See also RFP section 5.2.3 regarding clarifications and negotiations.</p>
<p>23 For the auto insurance, both MasterCard and Visa coverage is only for 31 versus 45 days. We are not sure any bank can meet this requirement. Will the State amend to 31 days versus 45?</p>	<p>Please refer to Question #1.</p>
<p>24 “After every three (3) month period (“Quarter”), the Contractor shall calculate the rebate amount and remit such to each Authorized Entity within fifteen (15) business days of the end of the Quarter. The rebate amount is the total net charges for the Quarter for the Authorized Entity (inclusive of Large Ticket Transactions) multiplied by the applicable Dollar Volume Rebate Percentage. The applicable Dollar Volume Rebate Percentage is set each Quarter based on the annualized spend level, including both standard and Large Ticket Transactions, from all Authorized Entities under the contract. For example, if net charges from all Authorized Entities under the Contract in a given Quarter is annualized to \$21,000,000.00, the Dollar Volume Rebate Percentage would be that from the second row of the table below (Net Charge Volume of \$20,000,000.00 to Net Charge Volume of \$70,000,000.00.”</p> <p>Would the State consider receipt of the rebate at 45 days after Quarter’s end to allow for a cleaner calculation that includes reconciled credits?</p> <p>Is the State requesting an “aggregate” contract for which every Authorized Entity gets the same rebate percentage regardless of the size of the individual program? Or is the State offering all Authorized Entities the opportunity to join a shared contract?</p>	<p>Please refer to revised RFP Attachment 6.3 - Rebate Proposal and Scoring Guide.</p>
<p>25 Required rebate check payment within 15 days of quarter end—sending a rebate check within 15 days of quarter’s end poses an operational challenge for the Bank due to our dependence on various data sources (e.g., Visa/MasterCard). Additionally, because the State also requires 30 business days allowance to remit payment on each statement, we may be required to send a rebate check prior to the State remitting payment for the last statement in each quarter. Due to this discrepancy, it would be impossible to accurately calculate the Expedited Payment Rebate for that period of time. Is the State willing to extend this window to 60 days? It takes time to process and approve a rebate, and in the fourth quarter we also need that time to true-up the rebate.</p>	<p>Please refer to Question #24.</p>
<p>26 “REBATE PROPOSAL & SCORING GUIDE</p>	<p>Please refer to Question #24.</p>

QUESTION / COMMENT	STATE RESPONSE
<p>NOTICE: THIS REBATE PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED REBATE PROPOSAL SCHEDULE – The Rebate Proposal shall remain valid for at least 120 days subsequent to Rebate Proposal opening and thereafter in accordance with any contract resulting from this RFP. All monetary amounts shall be in U.S. currency and limited to two (2) places to the right of the decimal point.”</p> <p>----- - “Provide a monthly billing cycle and a minimum payment term of 30 days.” ----- --</p> <p>Is it correct to assume that: - Rebate percentages should be based on 30/30 terms (30 day billing cycle/30 day payment cycle - All programs will have the same rebate - What is the State’s current rebate?</p>	<p>The State of Tennessee's current rebate is 1.55% (including Large Ticket Interchange Transactions). The University of Tennessee's current rebate is 1.83% (excluding Large Ticket Interchange Transactions). Neither the State of Tennessee nor the University of Tennessee's rebates listed above include expedient payment rebates.</p>
<p>27 Are we to assume section A of Attachment 6.3 is for the industry standard 30 day billing cycle? 45 day billing is not available.</p>	<p>Please refer to Question #24.</p>
<p>28 “In addition to Dollar Volume Rebates required in RFP Attachment 6.3, Section A., the Contractor shall offer Expedient Payment Rebates to Authorized Entities. The Contractor shall propose Expedient Payment Rebates at the intervals of 1 business day, 5 business days, 7 business days, 15 business days and 25 business days after receipt of the statements. The rebate amount is the total net charges (inclusive of standard and Large Ticket Transactions) on each individual Authorized Entity’s Master Account Billing Statement multiplied by the applicable Expedient Payment Rebate Percentage.”</p> <p>Would the State consider other calculation points such as a daily benefit? For example, a daily benefit would provide between 1 - 9 additional rebate calculation days for payments made between 16 - 24 days.</p>	<p>Please refer to Question #24.</p>
<p>29 In addition, for Attachment 6.3, Section B you provide range of business days (Example 2-5 days or 8-15) and only allow us to respond with a single value. This will force the bank to offer the lowest rebate in each range (for example, on 8-15 days we would have to offer the basis points for 15 versus 8 days which would cost the State several basis points). Would you consider the ability to offer a daily rate, up to 30 days? This would be in State’s best interest.</p>	<p>Please refer to Question #24.</p>
<p>30 Use of Business Days—Currently, TSYs</p>	<p>Please refer to Question #24.</p>

QUESTION / COMMENT	STATE RESPONSE
calculates speed of payment in File Turn Days (common industry standard). We would be willing to amend our service to be based upon Client Held Days (defined as File Turn Days minus 15). Would the State be willing to use file turn days versus business days?	
31 Please confirm the State's understanding of the Discount Interchange categories that there are more items that roll into a lower rebate category than just Large Ticket items and confirm the State's need to potentially accept a redefinition of this within our proposal.	Please refer to Question #24.
32 In addition to Large Ticket Transactions, there are Discounted Interchange that impacts the rebates paid. Can Attachment 6.3 be amended to allow for other Discounted Interchange and other industry norms?	Please refer to Question #24.
33 Please clarify if this is Attachment 6.3 as it states in the header or Attachment 6.4 Section E, as it states in the body of the text.	Please refer to Question #24.
34 Sections D and E of RFP Attachment 6.3 are, we believe, inadvertently labeled "RFP Attachment 6.4, Section D" and "RFP Attachment 6.4, Section E." Should these be corrected to read "RFP Attachment 6.3, Section D" and "RFP Attachment 6.3, Section E"?	Please refer to Question #24.
35 Performance Incentive – Please advise if this is a requirement or optional. Also, please clarify if this is Attachment 6.3 as it states in the header or Attachment 6.4 Section D, as it states in the body of the text.	Please refer to Question #24. The Performance Incentive is not a mandate. However, the Authorized Entities encourage Contractors to offer a Performance Incentive.
36 Section A - Dollar Volume Rebate It is standard practice with commercial card programs to have separate rebate amounts for standard and large ticket interchange. How would a rebate offering structured in this way be viewed by the Authorized Entities? Would the Authorized Entities consider restructuring the section to allow for this type of offering? Would a proposal structured in this way be acceptable to the Authorized Entities? Please provide estimated percentages of Standard and Large Ticket (or discounted interchange) volumes as well as anticipated number of cards. Section B - Expedient Payment Rebate Would the Authorized Entities entertain a proposal that included set cycle/grace period? (For example: monthly cycle with 15 days grace before repayment of that months activities) Section E - Card Customization and Replacement Fees Will the Authorized Entities accept a proposal that implements an annual spend threshold to qualify for custom card design?	Please refer to Question #24.
37 RFP Attachment 6.3 Section A requests a	Please refer to Question #24.

QUESTION / COMMENT	STATE RESPONSE
<p>quarterly rebate but the rebate is calculated on an 'annualized spend basis'. It is industry norm to have provisions for a true-up process at year end which evaluates the quarterly rebates paid based on annualized spend versus actual rebates earned based on actual spend. This process identifies any additional rebates due to the client or any rebates that were overpaid to the client and are thus due back to the card provider. Can the Attachment 6.3 be revised to provide for this industry practice?</p>	
<p>38 RFP Attachment 6.3 Section B (Expedient Payment Rebate) does not track to the separate spend thresholds as Section A of the same attachment. To be accurate, you should consider restating the spend thresholds and adding a separate column for each billing cycle.</p>	<p>Please refer to Question #24.</p>
<p>39 It is accepted industry practice to have certain performance metrics associated with a significant signing bonus. These metrics routinely extend beyond the first year of the contract period and require certain spend thresholds to be met. If these metrics are not met, a portion of the signing bonus is refundable back to the card provider based upon a previously agreed upon formula. Will you accept provisions included in RFP Attachment 6.3 Section C that requires the State to meet certain performance metrics beyond 1 year? If so, where on the Attachment shall we include such language?</p>	<p>Please refer to Question #24.</p>
<p>40 Based on the fact that UT's contract is not up till next year and many other TBR schools are under contract for a few years, we would recommend removing the signing bonus and incentive bonuses as it will be difficult for State to hit the \$100 million in year one, triggering a claw back. Also at the end of the day each bank will pull rebate out of the main rebate grid to account for bonuses. The State would be better off removing those incentives as the banks then could offer a more aggressive rebate that the State would earn year-over-year, rather than a one-time payment. Is the State willing to remove 6.3C and 6.3D?</p>	<p>Please refer to Question #24.</p>
<p>41 Payment of Rebate—The State is asking for rebate to be paid quarterly and separately to State, UT and each TBR school. Operationally we can't pay each entity quarterly; we would need to pay the State one rebate each quarter and the State can distribute rebate to schools or we can pay each entity but it must be an annual rebate. Would the State consider either one of those options?</p>	<p>As stated in RFP Attachment 6.3, Rebate Proposal and Scoring Guide, "the Contractor shall calculate the rebate amount and remit such to each Authorized Entity."</p>
<p>42 Please confirm the method/means that the State expects in rebate split between the multiple using entities (i.e., does the state expect the winning bidder to divide the rebate checks between major users being the State, UT and TBR, or does the State expect to receive the full rebate check to</p>	<p>As stated in RFP Attachment 6.3, Rebate Proposal and Scoring Guide, "the Contractor shall calculate the rebate amount and remit such to each Authorized Entity."</p>

QUESTION / COMMENT	STATE RESPONSE
then divide out and pay UT and TBR users themselves?).	
43 Rebate Language—We need to have the ability to add language regarding the rebate – including a definition, how it will be calculated, how it will be paid out, etc. (for example, the claw-back language refers to the volume in the first year, but doesn't address if the State left before the end of the five year term). Will we have the ability to define the rebate language?	The Signing Bonus is specifically focused on spend levels achieved during the first contract year. The Authorized Entities are willing to consider points of clarification if they deem it necessary during negotiations. Respondents should not submit exceptions to RFP Attachment 6.3.
44 "In addition to Dollar Volume Rebates required in RFP Attachment 6.3, Section A., and Expedient Payment Rebates in RFP 6.3, Section B., the Contractor shall offer a one-time Signing Bonus. The Signing Bonus is contingent on achievement of Year One total net charges set below. The period associated with the Year One total net charges will begin the month after the date of the first live (non-test) transaction of the card program. At the end of the first 12 months following the first live (non-test) transaction, the one-time Signing Bonus may at the Contractor's election, be reduced by a pro-rated portion of the bonus based on the percentage of the spend activity shortfall." Is a signing bonus a mandate?	The Signing Bonus is not a mandate. However, the Authorized Entities encourage Contractors to offer a Signing Bonus as it will be evaluated in determining contract award.
45 Signing Bonus – during the bidders' conference it was stated that this was not mandatory to offer. However, the RFP states that the Contractor "shall" offer a one-time signing bonus. Please clarify if this is a requirement. If it is, it is important to note that signing bonuses are a "prepayment" of the rebate and will potentially lower your annual rebate earnings. Is a one-time payment more important than maximizing rebate earnings year over year?	Please refer to Question #44.
46 Please clarify the desired structure for this program. It is our understanding that the Authorized Entities wish to create a program that would benefit all participants, but that there will be no central management group for a combined program. Rather, all participants program spend will aggregate to determine the appropriate rebate tier, but each participant will have their individual spend calculated at that tier and paid directly to them. Will each participant have the option to choose their own billing cycle structure (ie. Weekly, bi-monthly, and monthly cycles)?	Please refer to Question #24.
47 Please confirm the State's understanding that any assignment/expansion of the Purchase Card program to municipal government entities is subject to the Bank's underwriting and that the Bank reserves the right to only provide after adequate underwriting and acceptance of that Borrower by the Bank to offer to credit-worthy parties. Similarly, please confirm the State's understanding that for assignment/expansion of	Please refer to Question #24.

QUESTION / COMMENT	STATE RESPONSE
<p>the program to any municipal government entities, the rebate calculation for that municipal government entity will be subject to the municipal entity's own spend and not as a result of combining it with the State's program's spend.</p>	
<p>48 "Describe the Respondent's Travel Card programs and the benefit of each program. Further, describe the Respondent's ability to provide three forms of Travel Card liability (100% Authorized Entity/State Liability Card; Joint and Several Authorized Entity/State Liability Card; Individual Liability Travel Card)."</p> <p>Does the State intend to mandate Individual Liability for the Travel Card program?</p> <p>Please provide the dollar amount of uncollected balances for the last three years for all Authorized Entities with Individual Liability card programs.</p>	<p>Please refer to Question #2.</p>
<p>49 "The Contractor shall issue Commercial Cards to all Authorized Institutions who successfully complete Commercial Card applications by paper or online submission. The Contractor shall issue the Commercial Cards per Authorized Institution's requirements. At the option of the Authorized Institution, the Contractor shall accept group applications or an application for as few as one (1) person at a time. The Contractor shall not perform individual credit checks on Cardholders' personal credit histories."</p> <p>If individual credit checks are prohibited, can the Contractor decline to provide Individual liability cards?</p>	<p>Please refer to Question #2.</p>
<p>50 Please confirm the State's willingness to forego individual liability program set-up and instead use a corporate liability card program. This is a "show-stopper" for our bank and may cause our bank to decide not to bid.</p>	<p>Please refer to Question #2.</p>
<p>51 Individual liability Travel Card—Will the State consider removing individual liability from the RFP as it may result in Banks not responding? This was the main reason we could not bid last time.</p> <p>If you do not remove it we would need to know your current travel card Spend. How much of that is individual liability? What were the charge-off rates for each of the last five years? We would need spend and charge-offs for UT and TBR schools as well.</p>	<p>Please refer to Question #2.</p>
<p>52 This is not an industry standard to offer Individual Liability Cards. Would the State consider amending the contract to only allow for Central Liability Cards or Joint & Several Cards? If not, can additional information be provided on which entities desire Individual Liability and how many cards?</p>	<p>Please refer to Question #2.</p>

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<p>53 Subsection C.28 asks the Respondent to describe the approval process for card applications, including how credit checks are conducted. However, Attachment 6.6 Pro Forma Contract, subsection A.3.b contradicts that statement by stating that credit checks are prohibited. If the State requires that we provide Individual Liability cards, then we will require credit checks to be performed on all applicants. Please clarify.</p>	<p>Please refer to Question #2.</p>
<p>54 Please advise what percentage and dollar value of your Travel Cards is individual liability.</p>	<p>Please refer to Question #2.</p>
<p>55 Would the Authorized Entities be willing to accept proposals where the only liability option is Corporate/Authorized Entities with both corporate and individual billing available? No liability option for individuals or Joint and Several.</p> <p>If proposal included this structure would it be eliminated or loose points in weighting?</p>	<p>Please refer to Question #2.</p> <p>The Authorized Entities require respondents to offer both a 100% Authorized Institution / State Liability Travel Card and a Joint and Several Authorized Institution/ State Liability Travel Card.</p>
<p>56 The RFP states that individual liability is required for the travel and expense program, is the state willing to consider corporate for the T&E portion of the program.</p>	<p>Please refer to Questions #2 and #55.</p>
<p>57 Combined Rebate—Under Section 6.3 the rebate appears to be for Purchasing Card and Travel card. The only way we could offer a single rebate is for corporate liability accounts. If the State will not consider removing Joint & Several or individual liability, will the State create a separate rebate for Travel Card?</p> <p>If J&S liability travel card is included then there will need to be a clause that states the last rebate payment of the contract will not be paid until all cards are canceled and all have a zero balance. Will this type of language be allowed if J&S is required?</p>	<p>Please refer to Questions #2 and #55.</p>
<p>58 Is Annual Transaction Volume the same as Net Charge Volume?</p>	<p>Please refer to revised RFP Section 1.1 - Definitions and Abbreviations.</p>
<p>59 Subsection C. 18 (Attachment 6.3) and Subsection A.5.f of the Pro Forma Contract discuss Fuel/Fleet Cards. Given the level of detail outlined in the Pro Forma Contract, there are only two fleet providers who can meet these requirements. Is the State open to a partnership with the prime contractor and a fleet provider? If so, would the State be willing to sign a separate contract with the fleet provider?</p> <p>Would the State like the response structured for those services specifically? Would partner complete applicable components of technical response (sections A-C), as C24 and C31 are the only two questions that reference fleet?</p> <p>Would a separate Rebate structure be acceptable?</p>	<p>The Authorized Entities do not require a fleet fuel program under this RFP. However, Respondents are encouraged to provide details regarding their fleet fuel program, if offered, in RFP Attachment 6.2 - Section C. A separate fleet fuel rebate structure is not required.</p>
<p>60 Do you require a separate fleet card program or</p>	<p>The Authorized Entities do no require a fleet fuel</p>

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can a purchasing card program suffice?	program under this RFP. However, Respondents are encouraged to provide details regarding their fleet fuel program, if offered, in RFP Attachment 6.2 - Section C.
61 Can the State return answers to these and other submitted questions/comments more rapidly (i.e., by March 1 st or earlier) in order to give institutions more time to gather the references once it is confirmed through the questions/answers that each institution knows it can propose without disqualification?	Please refer to revised RFP Section 2 – RFP Schedule of Events.
62 Subsection C.29 could the State tell us which ERP systems are currently being used by the Authorized Entities?	The State of Tennessee utilizes PeopleSoft. The University of Tennessee utilizes SAP. TBR utilizes the Ellucian Banner Product (version is 8.7).
63 “At the Authorized Institution’s request, the Contractor shall initiate marketing campaigns to sub-groups within Authorized Institution or vendors doing business with the Authorized Institution to raise program awareness and encourage Commercial Card use. Marketing campaigns shall occur via telephone, e-mail, U.S. mail, and other methods requested by the Authorized Institution.” Please provide more detail regarding scope and timing of requested marketing campaigns.	It is the Authorized Entities' goal to encourage acceptance and use of the Commercial Card Program. Timing will be dependent upon identification of opportunities for improvement that emerge from Program data.
64 “It is the Authorized Entities’ intent to contract with a Contractor or Contractors that provide the Authorized Entities products and services as specified within this RFP at the best overall value (see Tennessee Code Annotated, Section 12-3-101). Other Governmental Bodies and qualified non-profit agencies may utilize the Statewide Contract (SWC) as negotiated by the Authorized Entities.” Is it the State’s intent to award all products to one Contractor, or might the State award ePayables to a different Contractor?	The Authorized Entities intend to award to a single Contractor; however, the Authorized Entities reserve the right to contract with multiple Contractors.
65 Would the state be willing to breakout the different parts of the program, i.e., Pcard, T&E and/or AP payments and award to different providers.	Please refer to Question #64.
66 C.18 indicates that you would like us to provide a one-card solution. Is this mandatory or would you accept separate card programs with one web-based administration platform?	Please refer to Question #64.
67 This section states that other Government Bodies and qualified non-profit agencies may utilize the Statewide Contract. Since these entities are not State Agencies, would it be allowable for the Contractor to require them to sign a Participation Agreement; only be offered a Central Bill/Central Liability programs; and require them to abide by the State’s contract terms and conditions? As standard practice, if the State is not guaranteeing these Government Bodies or non-	The Contractor may require participating Other Governmental Bodies and qualified non-profit agencies to sign a Participation Agreement in order to utilize the Statewide Contract (SWC) established as a result of this RFP. The Contractor may decline participation of Other Governmental Bodies and qualified non-profit agencies under the contract in the event that these organizations do not meet the awarded Contractor's standard credit review and approval process.

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<p>profit agencies, we would ask that our normal credit review and approval process be performed according to our credit standards. If such entity does not meet the minimum standards, we would want to reserve the right to decline that entity's participation under this contract.</p>	
<p>68 What is the desired credit structure for the authorized institutions? Would the State guarantee each authorized institution program?</p>	<p>The State will not guarantee other Authorized Institutions. Please refer to RFP Attachment 6.6 <i>Pro Forma</i> contract.</p>
<p>69 Will the State execute a single contract with the successful proposer (Master Contract) and all Authorized Entities would sign separate contracts rolling up to the States? Each Authorized Entity will be subject to credit approval.</p>	<p>The State, UT and TBR will sign the master contract with the successful proposer.</p>
<p>70 Opening to Political Subdivisions—There is nothing in the RFP that mentions that political subdivisions would be part of this RFP, but it was brought up by the State in the pre-bid meeting. Are political subdivisions part of this contract?</p> <p>We would not be in favor of adding political subdivisions under the same rebate grid as it difficult to pay a large rebate for a small municipality. We would also require a minimum for a political subdivision to join – typically at least \$500,000 or \$1,000,000. If the State requires this to be open political subdivision, would the State allow a rebate that is based on aggregation, individual spend and speed of pay? Also this would need to be an annual payment if you want us to pay each political subdivision; if we can pay the State one rebate and have the State distribute to schools and political subdivisions, we could pay quarterly. (Same issue as previously stated)</p>	<p>As stated in RFP Section 1.2 Statement of Procurement Purpose, "Other Governmental Bodies and qualified non-profit agencies may utilize the Statewide Contract (SWC) as negotiated by the Authorized Entities."</p> <p>Please refer to revised RFP Attachment 6.3 - Rebate Proposal and Scoring Guide for updated spend threshold requirements. Additionally, please refer to Question #67.</p>
<p>71 Subsection B.16 – Could the State provide a list of all Authorized Entities so that we can verify and confirm if we have a contractual relationship in place already?</p>	<p>The Authorized Entities are comprised of: The State of Tennessee, The University of Tennessee, and the Tennessee Board of Regents. The Tennessee Board of Regents includes, but is not limited to:</p> <p>Walters State Community College Volunteer State Community College University Of Memphis Tennessee Technological University Tennessee State University Roane State Community College Pellissippi State Community College Nashville State Community College Middle Tennessee State University Motlow State Community College Jackson State Community College East Tennessee State University Dyersburg State Community College Columbia State Community College Austin Peay State University</p>
<p>72 Can you confirm the dates that UT and TBR systems will become eligible/free to use the winner</p>	<p>The Authorized Entities request that respondents detail their proposed implementation plan in RFP</p>

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<p>of this bid? And what length of time will be allowed/needed for conversion over to the winning bidder's card program?</p>	<p>Attachment 6.3 C.14 and C.15, and RFP <i>Pro Forma</i> Attachment 3.</p> <p>The University of Tennessee is able to utilize the contract immediately upon contract signature (with a "go live" date no later than 1/ 1/2017. TBR Institutions will have the option to utilize the contract at renewal of existing agreement or the final contract expirations.</p>
<p>73 "The Contractor shall provide a plan that includes a detailed timeline for the transition of services to the newly selected Contractor for each Authorized Institution. The timeline shall detail the task description, the office of primary responsibility, the estimated time of completion, the Contractor position overseeing each task, and any additional notes. An example format of the implementation plan is provided in Contract Attachment #3.</p> <p>The Contractor's Implementation Plan shall allow sufficient time for the Authorized institution to transition to the Contractor's Commercial Cards before the expiration of the old Commercial Cards and shall include training for administrators."</p> <p>What is the "go live" date that the State is anticipating?</p> <p>What is the expiration date of the State's current contract?</p> <p>Will all State agencies be trained and implemented simultaneously?</p> <p>Will University of Tennessee be implemented on the same timetable as the State?</p>	<p>The Authorized Entities anticipate contract implementation to begin immediately following contract signature, with an anticipated "go-live" date in the fall or winter of 2016.</p> <p>The State of Tennessee's current contract expires 5/23/2017.</p> <p>State Agencies will be trained and implemented simultaneously over an anticipated six to nine month timeframe with regards to Purchasing Cards. The State will implement Travel Cards on a to be determined schedule.</p> <p>Please refer to Question #72.</p>
<p>74 Please confirm the length of contract that UT and TBR systems will serve out (remainder of contract or full contract term from when they are brought on).</p>	<p>Please refer to Questions #72 - #73.</p>
<p>75 Please confirm the status of UT and TBR systems if they are "mandated" to move their programs over or merely have the option to do so.</p>	<p>Please refer to Questions #72 - #73.</p>
<p>76 The State has provided Exhibit 1 with spend figures from the State, UT and TBR. Are you mandating that these schools come on board? Many are currently under contract with our bank and others. Or will it be an option for the schools to come on board?</p>	<p>Please refer to Questions #72 - #73.</p>
<p>77 Five references—Would the State allow respondents to simply list references for the State to contact, rather than requiring references to fill out a form and return it in a short amount of time? The concern is that we don't want to send out reference request until we see responses from the State to determine if we can respond; to then send out and have them fill out and return the</p>	<p>References are important to the State and we will continue to require five (5) references in the manner described in RFP Attachment 6.2., Technical Response & Evaluation Guide, Section B, Item B.17</p>

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questionnaire in three weeks could be a challenge.	
78 As discussed in the pre-bid conference, would the Authorized Entities consider lowering the required references from 5, or perhaps accept a list of references with contacts and conduct the survey internally once final participants have been selected?	See response to Question #77.
79 In lieu of a credit bureau report on our institution, will the State instead accept Moody's or Standard & Poor's ratings (all of which can be provided and/or independently obtained) as the source of credit quality of our institution?	The Authorized Entities agree to accept but not limit credit reporting to companies such as Dun & Bradstreet, Moody's, or Standard & Poor's ratings as a source of credit reporting.
80 Will you accept public credit ratings in lieu of a credit bureau report as required in section A.3 of RFP Attachment 6.2?	See response to Question #79.
81 Can the digital copies required by the State be provided by email to the Procurement contact rather than via CD or flash drive?	No, the State requires digital copies be included in your sealed bid. Receiving copies via email goes against our sealed bid policy.
82 "Provide a listing of the Respondent's current contracts with business enterprises owned by minorities, women, Tennessee service-disabled veterans and small business enterprises. Please include the following information: (i) contract description; contractor name and ownership characteristics (i.e., ethnicity, gender, Tennessee service-disabled); (ii) contractor contact name and telephone number." Would the State accept a report that includes aggregated information in lieu of the MWBE contractor's contact name and telephone number as we are required to get written approval from any third-party before providing this information?	Due to the nature of the banking industry and the security of information provided to their customers, the State will accept an aggregated report for business conducted with diversity businesses.
83 As a financial institution we are prohibited to providing detailed information regarding our clients and therefore are unable to meet the specific request in section B.15(b) of RFP Attachment 6.2. Alternatively, we can provide general statements with respect to our commitment to diversity which would be essentially the same response as B.15(a). Please advise.	See response to Question #84. Responses to section B are not mandatory so all vendors are open to answer this as they deem sufficient. Scoring of proposals will be done objectively and may be effected by level of detail provided in the response.
84 "Provide a statement of whether the Respondent intends to use subcontractors to meet the Respondent's requirements of any contract awarded pursuant to the RFP, and if so, detail: (a) the names of the subcontractors along with the contact person, mailing address, telephone number, and e-mail address for each; (b) a description of the scope and portions of the goods each subcontractor involved in the delivery of goods or performance of the services each subcontractor will perform; and, (c) a statement specifying that each proposed subcontractor has expressly assented to being proposed as a subcontractor in the Respondent's	No. The State will continue to require the listed information regarding subcontractors.

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<p>response to this RFP.”</p> <p>Would the State consider waiving the requirement of providing the contact person, mailing address, telephone number, and e-mail address for long-term subcontractors who have contracted with the Contractor beyond the State’s program as we are required to get written approval from any third-party before providing this information?</p>	
<p>85 Please clarify what is meant by “....without prior approval of the Authorized Entities.” Do you require that if any change is made in terms of subcontracting, or transfer, then the Contract must get approval from all participating entities prior to doing so?</p>	<p>Correct. Changes addressing subcontracting or transfer after the contract is in place must be approved by the Authorized Entities (Please refer to the definition of Authorized Entities in RFP Section 1.1)</p>
<p>86 Could the State provide additional clarification on this? Has this occurred in other contracts? If so, under what circumstances could refusal occur?</p>	<p>Refusal could occur as a result of violation of the contract terms or state law. This has happened in the past but not often.</p>
<p>87 Many commercial card providers partner with other key strategic suppliers for the provision of their programs. These providers are used to service all of our commercial card clients and are not being engaged specifically for this deal with the Authorized Entities. We ask the Authorized Entities to please consider limiting this requirement only to vendors that are specifically engaged to service the Authorized Entities’ programs.</p> <p>We generally can agree to the Authorized Entities’ own right to transfer and assign, as long as we are provided with written notice of the change and the assignment is appropriately documented. We ask the Authorized Entities to modify its requirement to provide for notice and completion of bank documentation requirements.</p>	<p>Yes, this will regard only subcontractors directly working under this contract. The State is willing to entertain limited negotiation of the contract terms with the awarded vendor at the end of the procurement (Please refer to RFP Attachment 6.2 Section B.19.)</p>
<p>88 We understand the need to provide information pertaining to any subcontractors. However, we would like to qualify that to exempt the operating system that many of the providers use – Total Systems (TSYS). Because they service all providers, we do not believe that it is necessary to provide contact information for them. Rather, the State or Authorized Entities would contact the Contractor directly. Please confirm if this is acceptable.</p>	<p>Please refer to Question #87.</p>
<p>89 Will you accept only contact information (name of client, name of contact and contact information) in lieu of the signed RFP Attachment 6.4? It is industry practice to provide only contact information during the RFP response. Perhaps the questionnaire can be required once the firms are selected for the Oral Presentations or prior to final selection of the successful proposer.</p>	<p>See response to Question #77.</p>
<p>90 The way this provision is written allows for Authorized Entities to allow for modifications of the RFP requirements by waiver; however, it allows for other Authorized Entities to “hold any resulting</p>	<p>All three Entities are a party to the solicitation and will be part of the final contract. Each Entity will have their own intricacies on how their program operates but they will all operate within the terms</p>

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<p>contractor to strict compliance with this RFP.” As it is the intention of the process to negotiate one agreement, please clarify how you intend to proceed with separate types of agreements for each Authorized Entity?</p>	<p>and conditions of the contract.</p>
<p>91 By entering into a card services agreement with you, we are assuming responsibility for providing the covered services, regardless of any agents, employees or subcontractors (vendors) which the bank may employ in providing the services. In the performance of card services, it is our general practice to work closely with our customers to address any issues that occur with respect to their services. We (and our vendors) reserve the right to deal with any issues with our own employees in accordance with applicable law, our policies and as dictated by the individual circumstances. Our Code of Conduct provides guidelines of business practice, and professional and personal conduct that all associates must adopt and uphold.</p> <p>We ask the Authorized Entities to please amend this requirement to be limited to the only key client team members directly servicing the Authorized Entities and your staff. We are not in a position to control the employment decisions of entities retained to provide services for all of our clients. Additionally, please note that while we can agree to give the Authorized Entities written notice, should a key team member need to be changed for any reason, any changes made to key personnel would need to remain in our control.</p>	<p>Please see RFP Attachment 6.6 Section D.7. Upon award of the contract the State is willing to consider limited negotiations to this section to incorporate the requested subcontracting language (Please refer to RFP Attachment 6.2 Section B.19.)</p>
<p>92 Other states/entities allow bidders to clearly and specifically identify any portion(s) of the proposal that a bidder believes constitute(s) trade secrets or proprietary or personnel information exempt from disclosure. Will the Authorized Entities allow bidders to provide an appropriately redacted version for public disclosure?</p>	<p>No. The State is required by statute that all material involved in this procurement be open for public inspection.</p>
<p>93 As a large financial institution, bankruptcy filings by either our individual consumer banking customers or our commercial clients is commonplace activity and occurs on a regular basis – making this disclosure requirement impractical for banks to comply with. We ask the Authorized Entities to please consider modifying this requirement to limit disclosure to any bankruptcy filings made by our bank and/or our affiliates?</p>	<p>The intent of this question is to limit responses to include filings made only by the respondent and its affiliates.</p>
<p>94 We request that the Authorized Entities review and accept the following standard language in response, and to please modify your requirements accordingly?</p> <p>The bank is a large and diversified institution and is routinely involved in litigation in various state and federal courts. The bank makes all disclosures required by its regulators, including all required</p>	<p>The intent of this question is to limit responses to include events pertaining directly to the respondent and its affiliates.</p>

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<p>disclosures in its Annual Reports on Form 10-K and Quarterly Reports on Form 10-Q, which are updated in Reports on Form 8-K (the "Reports"), all of which are filed with the Securities and Exchange Commission. Those Reports include disclosures of investigations and other matters as required by federal law and are publicly available. The bank cannot confirm or deny the existence of any other, non-public investigation conducted by any government investigator unless required to do so by law. The bank is unable to provide an opinion of counsel related to our performance ability as a result of any pending or regulatory matters.</p>	
<p>95 Many commercial card providers partner with other key strategic suppliers for the provision of their programs. These providers are used to service all of our commercial card clients and are not being engaged specifically for this deal with the Authorized Entities. We ask the Authorized Entities to please consider limiting this requirement only to vendors that are specifically engaged to provide services for the Authorized Entities' card programs.</p>	<p>See response to Question 87.</p>
<p>96 Given the broad nature and varied business lines of large financial institutions, we cannot agree to provide details of all terminated contracts or civil cases and/or judgments that we are involved with, and particularly details regarding whether or not we have had contracts terminated for default. This information is not tracked and, therefore, cannot be provided. We ask the Authorized Entities to please consider removing this requirement as large banks will not be able to comply.</p>	<p>The intent of part a. and part c. of this question is to limit responses to include events pertaining directly to the respondent and its affiliates and their business conducted specifically with the State of Tennessee. The intent of part b. is to limit responses to include actions performed by only the respondent and its affiliates.</p>
<p>97 Please advise if this is only to be signed by the Contractor and not all respondents to the RFP.</p>	<p>RFP Attachment 6.6 Attachment 1 is only required to be signed by the awarded Contractor.</p>
<p>98 On the current program can you confirm if you have different settlement cycles for the different types of cards and would the state be willing to have one settlement cycle for all card types.</p>	<p>The State currently has a single settlement cycle for card types solicited in the RFP. The State is unable to commit to settlement cycles for other Authorized Entities who may participate in the contract.</p>
<p>99 What is the total number of cards that are issued for each entity?</p> <p>State of TN University of TN Board of Regents</p>	<p>NOTE: Historical program information is for reference only and should not be used as an indicator of Commercial Card spend going forward.</p> <p>State of TN - 1900 University of TN - 1,853 Board of Regents - 2796</p>
<p>100 What is the Average transaction size for each program?</p> <p>State of TN University of TN Board of Regents</p>	<p>NOTE: Historical program information is for reference only and should not be used as an indicator of Commercial Card spend going forward.</p> <p>State of TN - \$280.00 University of TN - \$278.07 Board of Regents - \$312.80</p>

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<p>101 What is the total annual number of transactions for each program?</p> <p>State of TN University of TN Board of Regents</p>	<p>NOTE: Historical program information is for reference only and should not be used as an indicator of Commercial Card spend going forward.</p> <p>State of TN - 80,000 University of TN - 161,029 Board of Regents - 88,986</p>
<p>102 “The Authorized Entities are undertaking a collaborative effort to seek the services of a Contractor to provide Commercial Card Services for State Agencies, Tennessee Board of Regents, University of Tennessee, local governments, and any other entity authorized by the laws of the State of Tennessee to participate in statewide contracts, hereinafter referred to as “Authorized Institutions”.</p> <p>Has the University of Tennessee confirmed its partnership with the State for this contract?</p> <p>Please provide the number and dollar value for the TBR entities that currently have card programs and intend to move their programs to the State’s contract.</p>	<p>The Authorized Entities expect highly competitive rates as a result of this RFP, and plan to utilize this contract if offered such rates.</p> <p>TBR Institutions have the following card program values (inclusive of PCard and Travel Card spend). NOTE: Historical program information is for reference only and should not be used as an indicator of Commercial Card spend going forward.</p> <p>Walters State Community College - \$2,939,101.12 Volunteer State Community College - \$1,259,009.81 University Of Memphis - \$1,165,276.90 Tennessee Technological University - \$6,005,106.96 Tennessee State University - \$332,244.29 Roane State Community College - \$163,879.80 Pellissippi State Community College - \$3,331,353.34 Nashville State Community College - \$113,295.72 Middle Tennessee State University - \$5,701,616.82 Motlow State Community College - \$260,189.32 Jackson State Community College - \$97,484.33 East Tennessee State University - \$3,977,719.00 Dyersburg State Community College - \$338,106.08 Columbia State Community College - \$105,930.62 Austin Peay State University - \$2,044,622.86</p>
<p>103 Subsection A.2. Please provide details on number of cards and any delinquencies and charge-offs for the State, University of Tennessee and Tennessee Board of Regents, for calendar year 2015.</p>	<p>Please refer to Question #99. The Authorized Entities have had no delinquencies or charge-offs in calendar year 2015.</p>
<p>104 Would the Authorized Entities be able to provide a listing of all TBR Schools estimated program volumes (please include number of cards per program as well as standard ticket and large ticket spend percentages), when their current contract expires, and if there are available extensions? As contracts expire, are TBR schools required to join the State’s program or can they contract with issuers directly on their own?</p>	<p>Please refer to Questions #99 - #102. TBR cannot provide standard ticket or large ticket spend percentages at this time.</p>
<p>105 Can you advise what other state and non-state</p>	<p>There are no non-state entities on the current</p>

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<p>entities are on the program today and/or could avail themselves to the new program. For those existing can share the annual spend and average transaction size associated with those entities.</p>	<p>State pCard program. Local city and county governments, K-12 schools and local municipalities are welcome to join. Please refer to Question #99 - #102 for additional information.</p>
<p>106 "The Contractor shall also develop a method/code(s) by which to identify the specific retailer. In addition, the Contractor must provide Authorized Institutions with procedures to interpret the codes."</p> <p>Please provide more information regarding how specific retailers are identified, and for what purpose, currently?</p>	<p>Suppliers are identified based on statewide contract status; the suppliers ecommerce / eprocurement capability; volume of state spend with supplier and/or at all or specific agencies; suppliers current ability or willingness to process Level III purchase data via a pCard. Supplier's are also identified by the diversity status, including minority, women, veteran disabled, etc.</p> <p>At the agency level, suppliers are identified based on their contract status with the agency (short versus long) term and the supplier's current ability to accept credit cards (pCards) and/or their willingness to begin accepting pCards, with level III data processing.</p>
<p>107 A.6.b.xii—Provide automated and manual email capabilities—We do not offer a manual email communication system, is this a "must-have" or a "nice-to-have" option?</p>	<p>Manual email communication would occur with the vendor's program management team. Automated email communications would be distributed to cardholders and registered Agency pCard Coordinators.</p>
<p>108 "The Contractor shall provide any reports that are not available via the solution that are reasonably necessary for the Authorized Institution to efficiently operate and manage all card programs to include, but not be limited to: Trend Analysis Reporting on various factors effecting the Commercial Card Program to improve program performance. Delivery methods and timeframes for such reports shall be mutually agreed upon by the Authorized Institution and the Contractor."</p> <p>How often does the State currently receive Trend Analysis Reports?</p>	<p>The State does not currently receive trend analysis reports from the current vendor. We conduct our own monthly research, and receive industry trends from NAPCP on a monthly basis.</p>
<p>109 Will the Authorized Entities accept bids for EMV/Chip and Signature enabled cards? If proposal included this as the only option would it be eliminated or loose points in weighting?</p>	<p>EMV / Chip and Signature enabled cards should be included in the bid responses. However, EMV / Chip pins cannot be the only card option.</p>
<p>110 Can the Authorized Entities please give a few examples of entities targeted for their CPA? Can the Authorized Entities describe how a Purchasing Card account number is used and a transaction processed by a CPA?</p>	<p>Please see examples and descriptions below.</p> <p>Individual pCard - pay for approved purchase transactions thru online and brick and mortar retails.</p> <p>Virtual Card - pay for approved purchase order transactions initiated in the Edison ERP system to authorized "direct connect" - "punch out" catalog suppliers.</p> <p>Emergency Card - pay for purchase transactions initiated during Governor declared state of emergencies, including fuel.</p> <p>Central Fiscal Card - pay for limited, specific</p>

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	<p>types of purchases on behalf of agency employees including subscriptions, training fees, supplies, conference fees, etc.</p> <p>Declining balance card - pay for authorized fuel purchases for parents of children in state custody.</p>
<p>111 Please describe your e-payables spend in terms of supplier initiated payments, single use cards and buyer initiated payments. Do you use all three or a mixture?</p>	<p>The State has not yet implemented an e-payables strategy.</p>
<p>112 “The Contractor shall provide fully customizable physical cards meeting the specification(s) of the Authorized Institutions. The cards may include any of the design elements listed below:</p> <p>iv. The credit card number displayed on the face of the card. Upon Contract award the Contractor and the Authorized Institution shall agree on a numbering sequence for the credit card number that will be on the face of the card.”</p> <p>Is the State considering sequential numbering? It is discouraged to reduce fraud.</p>	<p>The State is not considering sequential card numbering.</p>
<p>113 “The Authorized Institution may request the Contractor to establish a Central Purchasing Account (CPA) relationship with any entity that provides goods or services to the Authorized Institution. In the event that a CPA capability is established, all transactions initiated by such entity by virtue of such capability shall in all respects be treated as though the transaction was initiated through the use of a Commercial Card.”</p> <p>What form of payment will Central Purchasing Accounts utilize if not a Commercial Card?</p> <p>Does the State currently use Central Purchasing Accounts?</p>	<p>The Agency virtual card is used similarly to what is defined as a central purchasing account. The virtual card is embedded in the PeopleSoft ERP system and is enabled for authorized vendors only.</p> <p>The virtual card IS a commercial card.</p> <p>The State does not use Central Purchasing Accounts, as defined in the RFP.</p>
<p>114</p> <p>Please advise amount of spend on Central Travel Accounts.</p>	<p>NOTE: Historical program information is for reference only and should not be used as an indicator of Commercial Card spend going forward.</p> <p>The amount of spend on Central Travel Account is roughly \$1,500,500.00 annually.</p>
<p>115 Please advise the number of cards for each program type, P-card and each type of travel card as well as the average transaction size for each program for each of the entities.</p>	<p>Please refer to Questions #99 - #102.</p>

3. **Delete RFP # 32101-15115, in its entirety, and replace it with RFP # 32101-15115, Release # 2, attached to this amendment.** Revisions of the original RFP document are emphasized within the new release. **Any sentence or paragraph containing revised or new text is highlighted.**

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



**STATE OF TENNESSEE
THE TENNESSEE BOARD OF REGENTS,
THE UNIVERSITY OF TENNESSEE**

**REQUEST FOR PROPOSALS
FOR
Commercial Card Services**

**RFP # 32101-15115
Release 2**

RFP CONTENTS

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1. INTRODUCTION

The State of Tennessee, The Tennessee Board of Regents and The University of Tennessee, each of which is individually and collectively referred to as the "Authorized Entities", has issued this Request for Proposals (RFP) to define minimum contract requirements; solicit responses; detail response requirements; and outline the Authorized Entities' process for evaluating responses and selecting a contractor to provide the needed goods or services.

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

1.1. Definitions and Abbreviations

DEFINED ABBREVIATIONS OR TERMS USED THROUGHOUT THE RFP.

TERM	DEFINITION
Account(s)	Each credit account established by the Contractor pursuant to the Contract.
Agency or Agencies	The State of Tennessee, acting by or through one or more departments, boards, commissions, offices or institutions of the State of Tennessee.
Authorized Entity or Authorized Entities	The State of Tennessee, The Tennessee Board of Regents and The University of Tennessee, each of which is individually and collectively referred to as the "Authorized Entities"
Authorized Institution(s)	State of Tennessee Agencies, Central Procurement Office (CPO) acting on behalf of one or more such Agencies, The Tennessee Board of Regents, The University of Tennessee, and local governments, or any other entity authorized by the laws of the State of Tennessee to participate in statewide contracts provided that each such entity shall be held solely responsible for liabilities or payments due as a result of its participation.
Authorized User(s)	Personnel that are designated by Authorized Entities to incur expenses on behalf of the Authorized Institution during the term of this Contract, and who are to receive Commercial Cards, by submitting completed Commercial Card applications.
Cardholder(s)	Authorized User(s) to whom Commercial Cards are issued.
Central Procurement Office or CPO	The State of Tennessee Central Procurement Office (CPO).
Central Purchasing Account(s)	A centrally-billed Purchasing Card Account with no physical card that is issued to the Authorized Entity and assigned to a specific business unit/department ID.
Central Travel Account(s)	An Account with Corporate Liability that can be used for the payment of business travel expenses by Authorized Users permitted by the Authorized Entity to use such Account.
Commercial Card(s)	A card intended to be used for purchasing goods or services by an Authorized Entity in the ordinary course of business. The scope of the Commercial Card shall include Purchasing Cards and Travel Cards and may include, but is not limited to, Fleet/Fuel Cards, Event Cards, or Departmental Cards.
Common Carrier	Any land, water or air conveyance operated by those whose occupation or business is the transportation of persons for hire.
Contract	The writing(s) that contain the agreement of the Central Procurement Office (CPO), Tennessee Board of Regents, University of Tennessee, and the Respondent/Contractor setting forth the total legal obligation between the parties as determined by

	applicable rules of law.
Contractor(s)	Any successful Respondent(s) to whom a Contract has been awarded by the Central Procurement Office (CPO).
Departmental Card(s)	A Commercial Card, which may or may not be in the name of an individual, intended to be used by a department or a division within the Authorized Entity, for such department's or division's expenses incurred in the ordinary course of business.
Departmental Card Manager	Personnel identified by the Authorized Entity in writing by paper or electronic application that shall oversee the use of Departmental Cards.
Dollar Volume Rebate Percentage	The Dollar Volume Rebate Percentage is set each Quarter based on the annualized spend level for standard transactions (excluding Large Ticket Interchange Transactions), from all Authorized Entities as well as Authorized Institutions meeting the spend threshold requirement set below. Rebates proposed in RFP Attachment 6.3 Section A. shall only apply to the State of Tennessee, University of Tennessee, and the Tennessee Board of Regents. In addition, Authorized Institutions with more than \$1,000,000.00 in annual Net Charge Volume shall also be eligible for the rebates in Attachment 6.3, Section A.
Emergency Card(s)	A Commercial Card that the Contractor issues directly to the Cardholder to make payment for emergency expenses. The card has single authorizations and is set up in a hierarchy to prevent any impact on the ongoing Commercial Card program. The Card can be loaded with present controls and restrictions as designated by the Authorized Entity.
ePayable(s) or ePayable(s) Solution	A Commercial Card program with the required technologies and services to implement an alternate Payee payment method that uses credit card technology to electronically pay Payees.
Event Card(s)	A Commercial Card, which may or may not be in the name of an individual, intended to be used by an Authorized Entity for an event's expenses incurred in the ordinary course of business.
Event Card Manager	Personnel identified by the Authorized Entity in writing by paper or electronic application that shall oversee the use of Event Cards.
Fleet Card(s) or Fuel Card(s)	A Commercial Card that the Contractor issues directly to the Cardholder to make payment for fuel or fleet expenses.
Ghost Account(s) or Virtual Account(s)	A Commercial Card, which may or may not be in the name of an individual, issued without a physical card.
Joint and Several Liability	With regard to an individual Cardholder's Account means the Authorized Entity and the individual Cardholder are jointly and severally liable for payment of all transactions initiated on such individual Cardholder's Account.
Large Ticket Interchange Transaction	Certain transactions which, based upon the type of merchant and/or transaction dollar amount, are subject to a Visa or MasterCard large ticket interchange program, as determined by and amended by Visa and MasterCard from time to time
Level III Data	Line-item detail on transactions that provides information similar to an itemized invoice. The detail can include, but is not limited to, item description, item quantity, item unit of measure, item total cost, item commodity code, item product code, item unit cost, and item VAT (value-added-tax) amount/rate.
Mandatory Requirement(s)	Requirements that the Respondent must meet in order to be eligible for Contract award.
Master Account Billing Statement	Report issued to Authorized Entity at the end of each billing cycle showing recent transactions, balance due, and other key information.
Net Charge Volume	The total annual contract charges by all Authorized Entities and

	Authorized Institutions less formally disputed transactions.
Other Governmental Body	An agency, a board, a branch, a bureau, a commission, a council, a department, an institution, an office, or another establishment of any of the following: <ul style="list-style-type: none"> i. the judicial branch ii. the legislative branch iii. a political subdivision (includes towns, cities, local governments, etc.)
Payee(s)	The person, firm, entity, or organization to which a payment is made by the Contractor on behalf of the Authorized Entity via the ePayables Solution.
Personal Information	Information provided to Contractor in the course of Contractor's performance under this Contract that <ul style="list-style-type: none"> i. identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, e-mail addresses and other unique identifiers); or ii. can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, financial account numbers, credit report information, biometric or health data, answers to security questions, and other personal identifiers).
Prepaid Card	A debit-based card in which card transaction amounts are deducted from a funded account; can be reloadable or non-reloadable. Also referred to as a Stored Value Card.
Proposal(s)	The Respondent's submission of all documents in response to the solicitation, including but not limited to responses to Attachments 6.1-6.5.
Public Conveyance	Any land only Common Carrier, including taxi, bus, train or airport limousine, but not including courtesy transport without a specific charge.
Purchasing Card(s)	A Commercial Card, which may or may not be in the name of an individual, intended to be used for purchasing goods or services by an Authorized Entity in the ordinary course of business.
Red Flags Rule	An anti-fraud regulation, requiring creditors and financial institutions with covered accounts to execute mechanisms to identify, detect, and respond to the warning signs, or 'red flags,' that could signify identity theft.
Respondent(s)	The entity that submits materials to the Central Procurement Office (CPO) in accordance with these instructions.
Response(s)	The material submitted by the respondent in answering the solicitation.
Responsive Bidder(s) or Responsive Respondent(s)	A Bidder or Respondent meeting the specifications or requirements prescribed in the Proposal Document or solicitation, as determined by the Central Procurement Office.
Schedule of Events	The list of critical dates and actions included in the introductory materials.
Security Incident	Any reasonably suspected breach of information security, unauthorized access to any system, server or database, or any other unauthorized access, use, or disclosure of Personal Information or highly-sensitive Personal Information occurring on systems under Contractor's control.
Solicitation Coordinator	State of Tennessee Central Procurement Office (CPO) representative for whom all communications relating to this solicitation shall be directed.
Subcontractor(s)	Any individual or other legal entity, including but not limited to sole proprietor, partnership, limited liability company, firm or corporation,

	that has entered into a Contract, express or implied, for the performance of a portion of a Contract with a Contractor.
Travel Card(s)	A Commercial Card issued to the Authorized Entity and assigned to a specific Cardholder to make payments for travel expenses. The Travel Card may be billed to the individual Cardholder with full State Liability (herein referred to as "Individually-billed Travel Card") or may be billed to the individual with the liability split between the Authorized Entity and the individual (herein referred to as "Joint and Several Liability").
Total Credit Losses	Means, for any Calculation Period, the sum of (i) the Contractor's credit losses (including but not limited to fraud, lost/stolen cards, disputes, counterfeit, etc.) on Accounts for the calculation period and (ii) the Contractor's credit losses on Accounts from any previous calculation period which have not been applied against any rebate payable under the contract.

1.2. Statement of Procurement Purpose

The purpose of this RFP is to select a Contractor that can meet the Authorized Entities' need for Commercial Card Services. It is the Authorized Entities' intent to contract with a Contractor or Contractors that provide the Authorized Entities products and services as specified within this RFP at the best overall value (see *Tennessee Code Annotated*, Section 12-3-101). Other Governmental Bodies and qualified non-profit agencies may utilize the Statewide Contract (SWC) as negotiated by the Authorized Entities. While Other Governmental Bodies are not required to participate in this Statewide Contract, the Authorized Entities strongly encourage them to use the price agreement(s) resulting from this RFP.

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

The RFP Attachment 6.6., *Pro Forma* Contract details the Authorized Entities' 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.

1.4. 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.

1.5. RFP Communications

1.5.1. The Authorized Entities have assigned the following RFP identification number that must be referenced in all communications regarding this RFP:

RFP # 32101-15115

1.5.2. Unauthorized contact about this RFP with employees or officials of the Authorized Entities except as detailed below may result in disqualification from consideration under this procurement process.

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

Chris Romaine
Central Procurement Office
Department of General Services
WRS Tennessee Tower, 3rd Floor
312 Rosa L. Parks Ave., Nashville, TN 37243
615-253-5613
christopher.romaine@tn.gov

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

- a. staff of the Governor's Office of Diversity Business Enterprise for assistance available to minority-owned, woman-owned, Tennessee service-disabled veteran owned, and small businesses as well as general, public information relating to this RFP (visit <http://tn.gov/generalservices/article/request-for-proposals-rfp-opportunities> for contact information); and
- b. the following individual designated by the Authorized Entities 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
Central Procurement Office
William R. Snodgrass TN Tower, 3rd Floor
312 Rosa L. Parks Ave., Nashville, TN 37243
O: 615-741-3836 F: 615-741-0684
helen.crowley@tn.gov

1.5.3. Only the Authorized Entities' official, written responses and communications with Respondents are binding with regard to this RFP. Oral communications between the Authorized Entities official and one or more Respondents are unofficial and non-binding.

1.5.4. Potential Respondents must ensure that the Authorized Entities receive 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.

1.5.5. Respondents must assume the risk of the method of dispatching any communication or response to the Authorized Entities. The Authorized Entities assume 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 Authorized Entities by a specified deadline is not a substitute for the Authorized Entities' actual receipt of a communication or response.

1.5.6. The Authorized Entities will convey all official responses and communications related to this RFP to the prospective Respondents from whom the Authorized Entities have received a Notice of Intent to Respond (refer to RFP Section 1.9).

- 1.5.7. The Authorized Entities reserve the right to determine, at their 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 Authorized Entities. For internet posting, please refer to the following website: <http://tn.gov/generalservices/article/request-for-proposals-rfp-opportunities>.
- 1.5.8. The Authorized Entities reserve the right to determine, at their sole discretion, the appropriateness and adequacy of responses to written comments, questions, and requests related to this RFP. The Authorized Entities' official, written responses will constitute an amendment of this RFP.
- 1.5.9. Any data or factual information provided by the Authorized Entities (in this RFP, an RFP amendment, or any other communication relating to this RFP) is for informational purposes only. The Authorized Entities will make reasonable efforts to ensure the accuracy of such data or information; however, it is the Respondent's obligation to independently verify any data or information provided by the Authorized Entities. The Authorized Entities expressly disclaims the accuracy or adequacy of any information or data that it provides to prospective Respondents.

All statistical or fiscal data or information provided by the Authorized Entities in conjunction with this RFP, whether by way of exhibits, amendments, or modifications to this RFP, is provided by the Authorized Entities "as is." The Authorized Entities expressly disclaim 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 Authorized Entities.

1.6. **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 participation 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.

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

- 1.7.1. 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").
- 1.7.2. Any prospective Respondent having questions and comments concerning this RFP must provide them in writing to the Authorized Entities no later than the Written Questions & Comments Deadline detailed in the RFP Section 2, Schedule of Events.
- 1.7.3. 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 Authorized Entities, in writing, by the Written Questions & Comments Deadline.

1.8. **Pre-Response Conference**

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

The conference will be held at:

Tennessee Tower, 3rd Floor, Conference Room B
312 Rosa L. Parks Ave., Nashville, TN 37243

The purpose of the conference is to discuss the RFP scope of goods or services. The Authorized Entities will entertain questions; however, prospective Respondents must understand that the Authorized Entities' 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 Authorized Entities will send the official response to these questions and comments to prospective Respondents from whom the Authorized Entities have received a Notice of Intent to respond as indicated in RFP Section 1.9 and on the date detailed in the RFP Section 2, Schedule of Events.

1.9. **Notice of Intent to Respond**

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

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

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

1.10. **Response Deadline**

A Respondent must ensure that the Authorized Entities receive a response no later than the response Deadline time and date detailed in the RFP Section 2, Schedule of Events. A Respondent must respond, as required, to this RFP (including its attachments) as may be amended. The Authorized Entities 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 Authorized Entities. 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 Authorized Entities' best estimate for this RFP.

EVENT	TIME (central time zone)	DATE
8. RFP Issued		February 2, 2016
9. Disability Accommodation Request Deadline	2:00 p.m.	February 5, 2016
10. Pre-response Conference	10:00 a.m.	February 11, 2016
11. Notice of Intent to Respond Deadline	2:00 p.m.	February 12, 2016
12. Written "Questions & Comments" Deadline	2:00 p.m.	February 23, 2016
13. Authorized Entities Response to Written "Questions & Comments"		March 24, 2016
14. RFP Response Deadline	2:00 p.m.	April 25, 2016
8. Authorized Entities Schedule Respondent Oral Presentation		May 3, 2016
9. Respondent Oral Presentations	8 a.m. – 4:30 p.m.	May 10 - May 13, 2016
16. Authorized Entities Completion of Technical Response Evaluations		May 25, 2016
17. Authorized Entities Opening & Scoring of Rebate Proposals	2:00 p.m.	May 26, 2016
18. Authorized Entities Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	June 16, 2016
19. End of Open File Period		June 23, 2016
20. Authorized Entities send contract to Contractor for signature		June 24, 2016
21. Contractor Signature Deadline	2:00 p.m.	July 30, 2016

2.2. **The Authorized Entities reserve the right, at their 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 Authorized Entities will communicate such to prospective Respondents from whom the Authorized Entities have received a Notice of Intent to Respond (refer to section 1.9).

3. RESPONSE REQUIREMENTS

3.1. Response Form

A response to this RFP must consist of two parts, a Technical Response and a Rebate 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) are included in any part of the technical response, the Authorized Entities may deem the response to be non-responsive and reject it.

- 3.1.1.1. A Respondent must use the RFP Attachment 6.2., Technical Response & Evaluation Guide to organize, reference, and draft the Technical Response by duplicating the attachment, adding appropriate page numbers as required, and using the guide as a table of contents covering the Technical Response.
- 3.1.1.2. A response should be economically prepared, with emphasis on completeness and clarity. A response, as well as any reference material presented, must be written in English and must be written on standard 8 ½" x 11" pages (although oversize exhibits are permissible) and use a 12 point font for text. All response pages must be numbered.
- 3.1.1.3. All information and documentation included in a Technical Response should respond to or address a specific requirement detailed in the RFP Attachment 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 Authorized Entities 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. **Rebate Proposal.** A Rebate Proposal must be recorded on an exact duplicate of the RFP Attachment 6.3., Rebate Proposal & Scoring Guide.

NOTICE: If a Respondent fails to submit a Rebate Proposal exactly as required, the Authorized Entities 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., Rebate 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 Rebate Proposal.
- 3.1.2.4. A Respondent must submit the Rebate Proposal to the Authorized Entities in a sealed package separate from the Technical Response (as detailed in RFP Sections 3.2.3., *et seq.*).

3.2. Response Delivery

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

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

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

“RFP # 32101-15115 TECHNICAL RESPONSE ORIGINAL”

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

“RFP # 32101-15115 TECHNICAL RESPONSE COPY”

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

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

“RFP # 32101-15115 REBATE PROPOSAL ORIGINAL”

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

“RFP # 32101-15115 REBATE PROPOSAL COPY”

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

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

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

“DO NOT OPEN... RFP # 32101-15115 TECHNICAL RESPONSE FROM [RESPONDENT LEGAL ENTITY NAME]”

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

“DO NOT OPEN... RFP # 32101-15115 REBATE PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]”

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

“RFP # 32101-15115 SEALED TECHNICAL RESPONSE & SEALED REBATE PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]”

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

Chris Romaine
Central Procurement Office
Department of General Services
WRS Tennessee Tower, 3rd Floor
312 Rosa L. Parks Ave., Nashville, TN 37243
615-253-5613
christopher.romaine@tn.gov

3.3. Response & Respondent Prohibitions

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

Respondent submits more than one Technical Response or more than one Rebate Proposal, the Authorized Entities will deem all of the responses non-responsive and reject them.

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

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 Authorized Entities, at their 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 Rebate 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 Rebate Proposal exactly as required, the Authorized Entities may deem the response non-responsive and reject it.

3.7. **Response Preparation Costs**

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

4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS

4.1. RFP Amendment

The Authorized Entities, at their sole discretion, may amend this RFP, in writing, at any time prior to contract award. However, prior to any such amendment, the Authorized Entities 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 Authorized Entities will convey it to potential Respondents who submitted a Notice of Intent to Respond (refer to RFP Section 1.9). A response must address the final RFP (including its attachments) as amended.

4.2. RFP Cancellation

The Authorized Entities reserve the right, at their sole discretion, to cancel the RFP or to cancel and reissue this RFP in accordance with applicable laws and regulations.

4.3. Authorized Entities Right of Rejection

4.3.1. Subject to applicable laws and regulations, the Authorized Entities reserve the right to reject, at their sole discretion, any and all responses.

4.3.2. The Authorized Entities 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 Authorized Entities reserve the right to waive, at their sole discretion, minor variances from full compliance with this RFP. If the Authorized Entities waive variances in a response, such waiver shall not modify the RFP requirements or excuse the Respondent from full compliance, and the Authorized Entities 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 Authorized Entities. The Authorized Entities reserve the right to refuse approval, at their 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 Authorized Entities unless the Authorized Entities expressly disapprove 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 Authorized Entities and with the Authorized Entities' prior, written approval.

4.4.5. Notwithstanding any Authorized Entities 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 Authorized Entities reserve the right to refuse, at their 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 Authorized Entities will document in writing the reason(s) for any rejection of personnel.

4.6. **Insurance**

From time-to-time, the Authorized Entities may require the awarded Contractor to provide a Certificate of Insurance issued by an insurance company licensed or authorized to provide insurance in the Authorized Entities 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 Authorized Entities 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 Authorized Entities 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 Authorized Entities shall not award a contract unless the Respondent provides proof of such registration or provides documentation from the Department of Revenue that the Contractor is exempt from this registration requirement. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation. For purposes of this registration requirement, the Department of Revenue may be contacted at: <http://www.tn.gov/revenue/contactus.shtml>.

4.8. **Disclosure of Response Contents**

- 4.8.1. All materials submitted to the Authorized Entities in response to this RFP shall become the property of the Authorized Entities. 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 Authorized Entities will hold all response information, including both technical and cost information, in confidence during the evaluation process. Notwithstanding the foregoing, a list of actual Respondents submitting timely responses may be available to the public, upon request, after technical responses are opened.
- 4.8.3. Upon completion of response evaluations, indicated by public release of a Notice of Intent to Award, the responses and associated materials will be open for review by the public in accordance with *Tennessee Code Annotated*, Section 10-7-504(a)(7).

4.9. **Contract Approval and Contract Payments**

- 4.9.1. After contract award, the Contractor who is awarded the contract must submit appropriate documentation with the Department of Finance and Administration, Division of Accounts.
- 4.9.2. This RFP and its contractor selection processes do not obligate the Authorized Entities and do not create rights, interests, or claims of entitlement in either the Respondent with the apparent best-evaluated response or any other Respondent. Authorized Entities obligations pursuant to a contract award shall commence only after the contract is signed by the Authorized Entities

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

4.9.3.2. All payments relating to this procurement will be made in accordance with the Payment Terms and Conditions of the Contract resulting from this RFP (refer to RFP Attachment 6.6., *Pro Forma* Contract, Section C).

4.9.3.3. If any provision of the Contract provides direct funding or reimbursement for the competitive purchase of goods or services as a component of contract performance or otherwise provides for the reimbursement of specified, actual costs, the Authorized Entities 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 Authorized Entities 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 Authorized Entities. The Authorized Entities 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 Authorized Entities may request the Contractor to deliver additional goods or perform additional services within the general scope of the contract and this RFP, but beyond the specified scope of service, and for which the Contractor may be compensated. In such instances, the Authorized Entities will provide the Contractor a written description of the additional goods or services. The Contractor must respond to the Authorized Entities 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 Authorized Entities 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 Authorized Entities agency head and the Contractor and must be approved by other Authorized Entities 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 Authorized Entities have 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

Authorized Entities 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 Authorized Entities reserve the right to initiate negotiations with the next ranked Respondent should the Authorized Entities cease doing business with any Respondent selected via this RFP process.

5. EVALUATION & CONTRACT AWARD

5.1. Evaluation Categories & Maximum Points

The Authorized Entities 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 Authorized Entities to be responsive.

EVALUATION CATEGORY	MAXIMUM POINTS POSSIBLE
General Qualifications & Experience (refer to RFP Attachment 6.2., Section B)	10
Technical Qualifications, Experience & Approach (refer to RFP Attachment 6.2., Section C)	30
Rebate Proposal (refer to RFP Attachment 6.3., Section A, Section B, Section C)	60

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 Authorized Entities 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 Authorized Entities 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 Authorized Entities reserve the right, at their 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 Authorized Entities. The subject Respondent must put any resulting clarification in writing as may be required and in accordance with any deadline imposed by the Authorized Entities.

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 Authorized Entities will request clarifications or corrections for consideration prior to further evaluation; or,
- c. the Authorized Entities 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 the top FOUR (4) ranked Respondents to make an oral presentation. The ranking will be determined after the Technical Response score is totaled and ranked (e.g., 1 – the best evaluated ranking, etc.).
 - 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 Authorized Entities 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 Authorized Entities 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 Authorized Entities opens the procurement files for public inspection.
- 5.2.1.6. Before Rebate Proposals are opened, the Proposal Evaluation Team will review the Technical Response Evaluation record and any other available information pertinent to whether or not each Respondent is responsive and responsible. If the Proposal Evaluation Team identifies any Respondent that does not to meet the responsive and responsible thresholds such that the team would not recommend the Respondent for Rebate Proposal Evaluation and potential contract award, the team members will fully document the determination.
- 5.2.2. **Rebate Proposal Evaluation.** The Solicitation Coordinator will open for evaluation the Rebate Proposal of each Respondent deemed by the Authorized Entities to be responsive and responsible and calculate and record each Rebate Proposal score in accordance with the RFP Attachment 6.3., Rebate Proposal & Scoring Guide.
- 5.2.3. Clarifications and Negotiations: The Authorized Entities reserve 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 Authorized Entities reserve 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 Authorized Entities 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 Authorized Entities' specifications or requirements. The Authorized Entities may seek to clarify those issues identified during one or multiple clarification rounds. Each clarification sought by the Authorized Entities 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 Authorized Entities may elect to negotiate with one or more Respondents by requesting revised responses, negotiating costs, or finalizing contract terms and conditions. The Authorized Entities reserve 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 Authorized Entities, will be given equivalent information with respect to cost negotiations. All cost negotiations will be documented for the procurement file. Additionally, the Authorized Entities 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 Authorized Entities determine that it is unable to successfully negotiate a contract with the apparent best evaluated Respondent, the Authorized Entities reserve the right to bypass the apparent best evaluated Respondent and enter into contract negotiations with the next apparent best evaluated Respondent.

5.2.4. **Total Response Score.** The Solicitation Coordinator will calculate the sum of the Technical Response section scores and the Rebate 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 Authorized Entities will issue a Notice of Intent to Award identifying the apparent best-evaluated response and make the RFP files available for public inspection at the time and date specified in the RFP Section 2, Schedule of Events.

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

5.3.4. The Respondent identified as offering the apparent best-evaluated response must sign a contract drawn by the Authorized Entities pursuant to this RFP. The contract shall be substantially the same as the RFP Attachment 6.6., *Pro Forma* Contract. The Respondent must sign the contract by the Contractor Signature Deadline detailed in the RFP Section 2, Schedule of Events. If the

Respondent fails to provide the signed contract by this deadline, the Authorized Entities may determine that the Respondent is non-responsive to this RFP and reject the response.

- 5.3.5. Notwithstanding the foregoing, the Authorized Entities may, at their sole discretion, entertain limited negotiation prior to contract signing and, as a result, revise the *Pro Forma* Contract terms and conditions or performance requirements in the Authorized Entities' 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 Authorized Entities determines that a response is non-responsive and rejects it after opening Rebate Proposals, the Solicitation Coordinator will re-calculate scores for each remaining responsive Rebate Proposal to determine (or re-determine) the apparent best-evaluated response.

RFP # 32101-15115 STATEMENT OF CERTIFICATIONS AND ASSURANCES

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

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

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

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

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

SIGNATURE:

PRINTED NAME & TITLE:

DATE:

**RESPONDENT LEGAL ENTITY
NAME:**

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

TECHNICAL RESPONSE & EVALUATION GUIDE

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

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

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A—Mandatory Requirement Items	Pass/Fail
		The Response must be delivered to the Authorized Entities no later than the Response Deadline specified in the RFP Section 2, Schedule of Events.	
		The Technical Response and the Rebate 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 Authorized Entities or other qualification of the response.	
		A Respondent must NOT submit alternate responses (refer to RFP Section 3.3.).	
		A Respondent must NOT submit multiple responses in different forms (as a prime and a sub-contractor) (refer to RFP Section 3.3.).	
	A.1.	Provide the Statement of Certifications and Assurances (RFP Attachment 6.1.) completed and signed by an individual empowered to bind the Respondent to the provisions of this RFP and any resulting contract. The document must be signed without exception or qualification.	
	A.2.	Provide a statement, based upon reasonable inquiry, of whether the Respondent or any individual who shall cause to deliver goods or perform services under the contract has a possible conflict of interest (<i>e.g.</i> , employment by the State of Tennessee) and, if so, the nature of that conflict. NOTE: Any questions of conflict of interest shall be solely within the discretion of the Authorized Entities, and the Authorized Entities reserve the right to cancel any award.	
	A.3.	Provide an official document or letter from an accredited credit bureau, verified and dated within the last three (3) months and indicating a satisfactory credit rating for the Respondent (NOTE: A credit bureau report number without the full report is insufficient and will <u>not</u> be considered responsive.) Please note: The Authorized Entities agree to accept but not limit credit reporting to companies such as Dun & Bradstreet, Moody's, or Standard & Poor's ratings as a source of credit reporting.	
	A.4.	The Respondent shall only offer Commercial Cards issued by Visa or MasterCard.	

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A—Mandatory Requirement Items	Pass/Fail
<i>Authorized Entities Use – Solicitation Coordinator Signature, Printed Name & Date:</i>			

TECHNICAL RESPONSE & EVALUATION GUIDE

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

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

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 Authorized Entities 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"> (a) the names of the subcontractors along with the contact person, mailing address, telephone number, and e-mail address for each; (b) a description of the scope and portions of the goods each subcontractor involved in the delivery of goods or performance of the services each subcontractor will perform; <u>and</u> (c) a statement specifying that each proposed subcontractor has expressly assented to being proposed as a subcontractor in the Respondent's response to this RFP.
	B.15.	Provide documentation of the Respondent's commitment to diversity as represented by the following: <ul style="list-style-type: none"> (a) <u>Business Strategy</u>. Provide a description of the Respondent's existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, Tennessee service-disabled veterans, and small business enterprises. Please also include a list of the Respondent's certifications as a diversity business, if applicable. (b) <u>Business Relationships</u>. Provide a listing of the Respondent's current contracts with business enterprises owned by minorities, women, Tennessee service-disabled veterans and small business enterprises. Please include the following information: <ul style="list-style-type: none"> (i) contract description; (ii) contractor name and ownership characteristics (i.e., ethnicity, gender, Tennessee service-disabled); (iii) contractor contact name and telephone number. (c) <u>Estimated Participation</u>. Provide an estimated level of participation by business enterprises owned by minorities, women, Tennessee service-disabled veterans, and small business enterprises if a contract is awarded to the Respondent pursuant to this RFP. Please include the following information: <ul style="list-style-type: none"> (i) a percentage (%) indicating the participation estimate. (Express the estimated participation number as a percentage of the total estimated contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics only and DO NOT INCLUDE DOLLAR AMOUNTS); (ii) anticipated goods or services contract descriptions; (iii) names and ownership characteristics (i.e., ethnicity, gender, Tennessee service-disabled veterans) of anticipated subcontractors and supply contractors.

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 https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9265 for more information.</p> <p>(d) <u>Workforce</u>. Provide the percentage of the Respondent’s total current employees by ethnicity and gender.</p> <p>NOTE: Respondents that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and subcontractors. Response evaluations will recognize the positive qualifications and experience of a Respondent that does business with enterprises owned by minorities, women, Tennessee service-disabled veterans and small business enterprises and who offer a diverse workforce.</p>
	B.16.	<p>Provide a statement of whether or not the Respondent has any current contracts with the Authorized Entities or has completed any contracts with the Authorized Entities within the previous five (5) year period. If so, provide the following information for all of the current and completed contracts:</p> <ul style="list-style-type: none"> (a) the name, title, telephone number and e-mail address of the Authorized Entities contact knowledgeable about the contract; (b) the procuring Authorized Entities agency name; (c) a brief description of the contract’s scope of services; (d) the contract period; and (e) the contract number. <p>NOTES:</p> <ul style="list-style-type: none"> ▪ Current or prior contracts with the Authorized Entities are <u>not</u> a prerequisite and are <u>not</u> required for the maximum evaluation score, and the existence of such contracts with the Authorized Entities will <u>not</u> automatically result in the addition or deduction of evaluation points. ▪ Each evaluator will generally consider the results of inquiries by the Authorized Entities regarding all contracts noted.
	B.17.	<p>Provide customer references from individuals who are <u>not</u> current or former Authorized Entities employees for projects similar to the goods or services sought under this RFP and which represent:</p> <ul style="list-style-type: none"> ▪ two (2) accounts Respondent currently services that are similar in size to the Authorized Entities; <u>and</u> ▪ three (3) completed projects. <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> <ul style="list-style-type: none"> (a) Add the Respondent’s name to the standard reference questionnaire at RFP Attachment 6.4. and make a copy for each reference. (b) Send a reference questionnaire and new, standard #10 envelope to each reference. (c) Instruct the reference to: <ul style="list-style-type: none"> (i) complete the reference questionnaire; (ii) sign and date the completed reference questionnaire; (iii) seal the completed, signed, and dated reference questionnaire within the envelope

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B—General Qualifications & Experience Items
		<p>provided;</p> <p>(iv) sign his or her name in ink across the sealed portion of the envelope; and</p> <p>(v) return the sealed envelope directly to the Respondent (the Respondent may wish to give each reference a deadline, such that the Respondent will be able to collect all required references in time to include them within the sealed Technical Response).</p> <p>(d) <u>Do NOT open the sealed references upon receipt.</u></p> <p>(e) Enclose all <u>sealed</u> reference envelopes within a larger, labeled envelope for inclusion in the Technical Response as required.</p> <p>NOTES:</p> <ul style="list-style-type: none"> ▪ The Authorized Entities will not accept late references or references submitted by any means other than that which is described above, and each reference questionnaire submitted must be completed as required. ▪ The Authorized Entities will not review more than the number of required references indicated above. ▪ While the Authorized Entities will base their reference check on the contents of the sealed reference envelopes included in the Technical Response package, the Authorized Entities reserve the right to confirm and clarify information detailed in the completed reference questionnaires, and may consider clarification responses in the evaluation of references. ▪ The Authorized Entities are under <u>no</u> obligation to clarify any reference information.
	B.18.	<p>Provide a statement and any relevant details addressing whether the Respondent is any of the following:</p> <p>(a) is presently debarred, suspended, proposed for debarment, or voluntarily excluded from covered transactions by any federal or state department or agency;</p> <p>(b) has within the past three (3) years, been convicted of, or had a civil judgment rendered against the contracting party from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;</p> <p>(c) is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed above; and</p> <p>has within a three (3) year period preceding the contract had one or more public transactions (federal, state, or local) terminated for cause or default.</p>
	B.19.	<p>The State is amenable to making changes to RFP Attachment 6.6, pro forma contract. The State will take all reasonable suggested alternative or supplemental contract language changes by Respondents under advisement during the evaluation and post award processes, subject to any mandates or restrictions imposed on the State by applicable state or federal law. The State, however, recommends that Respondents include with their response any alternative or supplemental suggested contract language that a Respondent would propose.</p> <p>Clearly indicate, by providing a “red-line” of RFP Attachment 6.6, pro forma contract, all suggested alternative or supplemental contract language. Do not include any exceptions or changes that (1) contradict a Federal requirement or a Mandatory Requirement, or (2) push back any deadlines.</p>
		<p>SCORE (for <u>all</u> Section B—Qualifications & Experience Items above): (maximum possible score = RFP § 5.1. NUMBER)</p>
<p><i>Authorized Entities Use – Evaluator Identification:</i></p>		

TECHNICAL RESPONSE & EVALUATION GUIDE

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

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

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

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

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C—Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	C.1.	Provide a narrative that illustrates the Respondent's understanding of the Authorized Entities' requirements and project schedule.		5	
	C.2.	Provide a narrative that illustrates how the Respondent will complete the scope of services, accomplish required objectives, and meet the Authorized Entities' project schedule.		5	
	C.3.	Provide a narrative that illustrates how the Respondent will manage the project, ensure completion of the scope of services, and accomplish required objectives within the Authorized Entities' project schedule.		5	
	C.4.	Describe how the Respondent has provided products and services that are the same or similar to those products and services requested in this RFP within the last three (3) years for three large similar clients.		10	
	C.5.	Which area(s) of the specifications will the Respondent be able to exceed Authorized Entity expectations? Explain how these areas are superior to other options.		5	
	C.6.	Company Background: Describe the Respondent's history of lawsuits, charges, and criminal investigations.		5	
	C.7.	Card Delivery: Describe the timeline and process for delivery of plastic cards, from the start of the card request receipt to the delivery to the Authorized Entity. Please include the turnaround time for the issuance of emergency and non-emergency card replacement. Further, describe what issues or specific card requests would lead to delays in orders and how this would alter the normal timeline and process.		5	
	C.8.	Card Printing: Describe the process for developing customized cards ready for use if specific customization is requested by the Authorized Entity.		5	
	C.9.	Insurance. Describe the ability to provide liability waiver, travel and other insurance related to Commercial Card use.		5	
	C.10.	Customer Service Hotline: Describe the Respondent's ability to provide a 24-hour toll free telephone number for Cardholders to access Customer Service internationally or regionally. Indicate whether the Respondent's customer service representatives are available to take calls 24 hours a day and the services they provide. If calls are answered on an automated answering system, describe the system and		5	

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C—Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
		services provided.			
	C.11.	Merchant or Supplier Enrollment: Describe the Respondent's offerings for merchant or supplier enrollment, recruitment, and support programs (e.g., training).		5	
	C.12.	Dispute Resolution: Describe the procedure and average timeline for resolving billing complaints or disputes.		10	
	C.13.	Training: Describe the Respondent's offerings for training and user instruction.		5	
	C.14.	Implementation Plan: Describe the Respondent's implementation plan, including activities, training, resources, scheduling, minimum requirements and expected involvement of key staff and of the company.		10	
	C.15.	Implementation Team: Describe the typical size of the Respondent's implementation team for a new contract. Indicate what titles implementation team members hold within the bank and what teams or divisions they belong to within the bank. Further, indicate the technical resources assigned to implementation and for what duration they are assigned. In the event of unavoidable staff turnover, discuss the process and timeline for staff replacement. Provide resumes for all proposed staff.		15	
	C.16.	Card Processing: Indicate whether the Respondent issues cards, acquires acceptance points and processes the credit card transactions in-house or if any of these services outsourced.		10	
	C.17.	Commercial Card: Describe all the types of card programs the Respondent offers and the additional functionality the Respondent provides in the programs.		20	
	C.18.	One Card: Describe the Respondent's ability to provide a single Commercial Card for Purchasing Card and Travel Card. Indicate if the Respondent is also able to provide Prepaid Card and/or Fleet/Fuel Card as part of a single card solution. Further, indicate how the Respondent handled usage restrictions, including restricting MCC codes by card type and individual. If the Respondent has offered a single card solution, describe successful implementation at other similar large clients. Describe the size of the large clients and scope of the offering, including the number of cards issued by card type.		15	
	C.19.	Purchasing Card: Describe the Respondent's Purchasing Card and any key features or functionality.		10	
	C.20.	Travel Card: Describe the Respondent's Travel Card programs and the benefit of each program. Further, describe the Respondent's ability to provide two forms of Travel Card liability (100% Authorized Entity /State Liability Travel Card; Joint and Several Authorized Entity/State Liability Card). For each liability type: <ul style="list-style-type: none"> a. Detail all Travel Card insurance coverage. b. Specify what automated travel expense processing tools are offered. c. Specify standard processing duration for credit card applications (pull request) including sending the card to the Authorized User. d. Specify the timeframe and process of a card replacement (lost/stolen cards), specifically for card 		10	

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C—Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
		replacements outside of the United States.			
	C.21.	Ghost/Virtual Account: Describe the Respondent's ability to provide Ghost or Virtual Accounts and any key features or functionality.		5	
	C.22.	Emergency Card: Describe the Respondent's Emergency Card and any key features or functionality.		5	
	C.23.	ePayables: Describe the Respondent's ePayables solutions and any added services the Respondent offers with this solution. Indicate whether the Respondent provides a supplier portal to view activity across multiple customers.		5	
	C.24.	Optional Cards: Describe the Respondent's optional cards and any key features or functionality. The optional cards can include, but are not limited to, Prepaid Card and Fleet/Fuel Card.		10	
	C.25.	Liability: Describe the liability options the Respondent offers on all Commercial Cards and by card type. Indicate the Joint and Several Liability Commercial Cards that are offered.		10	
	C.26.	Usage Restrictions: Describe the Respondent's ability to restrict card usage to specific supplier categories and to specific suppliers. Indicate whether this restriction can be done at the individual card level. Further, indicate whether these restrictions can be implemented geographically and any other restrictions the Respondent is able to impose.		10	
	C.27.	Card Application: Describe the standard processing duration for credit card applications (pull request) including sending the card to the user. Indicate the delivery timeframe for a non-urgent and urgent application.		10	
	C.28.	Card Application: Describe the process for approving credit card applications. Indicate whether applications are subject to credit checks and how credit checks are conducted. If applicable, indicate the usual rejection ratio for credit checks and the alternatives the Respondent offers in case of negative credit checks.		10	
	C.29.	Technology Platform: Describe the Respondent's internet-based platform. Indicate the process for submitting an application online and any other features or data the cardholder is able to access (e.g., previous monthly account statements, real time transaction data, etc.). Indicate whether cardholders can use this tool for adjusting data like changes in bank accounts, address, communication data, personal data, or to close accounts. Indicate the ability of the platform to integrate into the Authorized Entities' ERP system. Describe the ERP systems the Respondent has implemented and which ERP systems the Respondent can implement with. Include an example of integrating a platform into Accounts Payable systems. Further, describe the Respondent's solutions for reconciliation, standard and ad hoc reporting, and data extraction (to import into the Authorized Entity's ERP system).		20	
	C.30.	Data: Describe the Respondent's ability to provide Level III data. Include the percentage of the Respondent's merchants that provide Level III data. Further, describe the process for the Respondent to enable suppliers to provide Level III data if required.		10	

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.31.	Reporting: Describe the Respondent’s ability to track and report activities separately on the Purchasing Card, Travel Card, and if applicable, the Fleet Fuel Card, and the One Card solution. Indicate the level of data available, the report formats, and report accessibility for each card type.		5	
	C.32.	Reporting: Describe the Respondent’s process for providing accurate, complete and timely reports and statements; ensuring correct statements are issued; and providing the level of detail requested.		5	
	C.33.	Performance Indicators: Describe what performance indicators or metrics the Respondent tracks. Indicate whether the Respondent has an internal metric goal or commitment they are willing to commit to contractually as a Service Level Agreement.		5	
	C.34.	Fraud/Theft/Loss Resolution: Describe the process and average timeline for resolving issues of fraud, theft or card loss. Indicate the liability in the case of fraud, theft, or card loss. Indicate whether the Respondent has a system to detect fraud, theft or loss.		10	
	C.35.	Data Security: Describe the security procedures in place to ensure the safeguarding of cardholder information, including sensitive information such as cardholder name, account number, contact information, social security information, etc. Describe the policy and process in the event of a data breach, including the timeline to notify the Authorized Entities and the services the Respondent offers to the affected cardholders.		15	
	C.36.	Business Contingency Process and Disaster Recovery Plan: Describe the Respondent’s business contingency processes. Describe the back-up options provided for the card program, customer service and processing system to ensure ongoing service during the loss of electrical power or during any disaster. Describe the Respondent’s technology disaster recovery plan. Indicate whether there are redundancies built into the data capture/data management systems.		10	
<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>				Total Raw Weighted Score:	
				<i>(sum of Raw Weighted Scores above)</i>	
Total Raw Weighted Score <hr/> Maximum Possible Raw Weighted Score <i>(i.e., 5 x the sum of item weights above)</i>			X 30	= SCORE:	
				<i>(maximum possible score)</i>	
<i>Authorized Entities Use – Evaluator Identification:</i>					
<i>Authorized Entities Use – Solicitation Coordinator Signature, Printed Name & Date:</i>					

REBATE PROPOSAL & SCORING GUIDE

NOTICE: THIS REBATE PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED

REBATE PROPOSAL SCHEDULE—The Rebate Proposal shall remain valid for at least 120 days subsequent to the date of the Rebate Proposal opening and thereafter in accordance with any contract resulting from this RFP. All monetary amounts shall be in U.S. currency and limited to two (2) places to the right of the decimal point.

The Proposer must not leave any Dollar Volume Rebate percentage cell blank; if the Proposer leaves any required Dollar Volume Rebate percentage cell blank, the Authorized Entities may disqualify the Proposer. The Proposer must not leave any Expedient Payment Rebate percentage cell blank; if the Proposer leaves any required Dollar Volume Rebate percentage cell blank, the Authorized Entities may disqualify the Proposer.

ADDITIONAL REQUIREMENTS FOR COMPLETING PROPOSED COST (*i.e.*, MINIMUM AMOUNT, “BLANK” CELLS, *ETC.*)

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

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

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

RESPONDENT SIGNATURE:	
PRINTED NAME & TITLE:	
DATE:	

RFP ATTACHMENT 6.3, SECTION A, AUTHORIZED ENTITY DOLLAR VOLUME REBATE

After every three (3) month period (“Quarter”), the Contractor shall calculate the rebate amount and remit such to each Authorized Entity and Authorized Institution meeting the spend threshold requirement set below within forty-five (45) business days of the end of the Quarter. The rebate amount is the total net charges for the Quarter for the Authorized Entity and Authorized Institution meeting the spend threshold requirement (excluding Large Ticket Interchange Transactions) multiplied by the applicable Dollar Volume Rebate Percentage. The applicable Dollar Volume Rebate Percentage is set each Quarter based on the annualized spend level for standard transactions (excluding Large Ticket Interchange Transactions), from all contract users.

Standard Transaction Dollar Volume Rebate Percentage Determination

- Quarterly Net Charge Volume for Standard Transactions X 4 (i.e. annualized) to determine Rebate Percentage,

Rebate Calculation

On a quarterly basis, the rebate shall be calculated as follows:

$$((\text{Quarterly Net Charge Volume for Standard Transactions} \times \text{Dollar Volume Rebate Percentage}) + (\text{Quarterly Net Charge Volume for Large Ticket Interchange Transactions} \times \text{Large Ticket Interchange Rebate Percentage}))$$

Annual “True Up”

Within forty-five (45) days after the end of each agreement year, the Contractor will “true up” and pay the annualized rebate based on the following equation:

$$(((\text{Annual Net Charge Volume for Standard Transactions} \times \text{Dollar Volume Rebate Percentage}) + \text{Annual Net Charge Volume for Large Ticket Interchange Transactions} \times \text{Large Ticket Interchange Rebate Percentage})) - \text{Rebates paid for Quarters one (1), two (2), and three (3) of the Agreement Year}$$

Notes

- Rebate percentages should be based on a monthly billing cycle and a minimum payment term of thirty (30) days (30 day billing cycle/30 day payment cycle).
- Spend threshold requirement: Rebates proposed in RFP Attachment 6.3 Section A. shall only apply to the State of Tennessee, University of Tennessee, and Tennessee Board of Regents. In addition, Authorized Institutions with more than \$1,000,000.00 in annual Net Charge Volume shall also be eligible for the rebates in Attachment 6.3, Section A.
- Rebates do not include spend associated optional cards requested in this RFP, including Prepaid Cards and Fleet/Fuel Cards.

INSTRUCTIONS: Insert your proposed Dollar Volume Rebate and Large Ticket Interchange Rebate percentages below. The Proposer must not leave any Dollar Volume Rebate percentage cell blank; if the Proposer leaves any required Dollar Volume Rebate percentage cell blank, the Authorized Entities may disqualify the Proposer. **Note: Respondents must propose successively higher rebates for each spending tier below. For example, respondents must propose higher rebate for the second row of the table (Net Charge Volume of \$20,000,000.01 to a Net Charge Volume of \$70,000,000.00) than for the first row of the table (From a Net Charge Volume of \$0.01 to a Net Charge Volume of \$20,000,000.00).**

RESPONDENT LEGAL ENTITY NAME:			
Quarterly Net Charge Volume Annualized	Proposed Rebate %	Evaluation Factor	Evaluation Rebate (rebate % x factor)
From a Net Charge Volume of \$0.01 to a Net Charge Volume of \$20,000,000.00 (e.g., 1.83%)	% / Dollar Volume	1	
From a Net Charge Volume of \$20,000,000.01 to a Net Charge Volume of \$70,000,000.00 (e.g., 1.83%)	% / Dollar Volume	2	
From a Net Charge Volume of \$70,000,000.01 to a Net Charge Volume of \$120,000,000.00 (e.g., 1.83%)	% / Dollar Volume	10	
From a Net Charge Volume of \$120,000,000.01 to a Net Charge Volume of \$140,000,000.00 (e.g., 1.83%)	% / Dollar Volume	12	
From a Net Charge Volume of \$140,000,000.01 to a Net Charge Volume of \$160,000,000.00 (e.g., 1.83%)	% / Dollar Volume	10	

RESPONDENT LEGAL ENTITY NAME:			
Quarterly Net Charge Volume Annualized	Proposed Rebate %	Evaluation Factor	Evaluation Rebate (rebate % x factor)
From a Net Charge Volume of \$160,000,000.01 to a Net Charge Volume of \$180,000,000.00 (e.g., 1.83%)	% / Dollar Volume	2	
From a Net Charge Volume of \$180,000,000.01 to a Net Charge Volume of \$200,000,000.00 (e.g., 1.83%)	% / Dollar Volume	2	
From a Net Charge Volume of \$200,000,000.01 to a Net Charge Volume of \$250,000,000.00 (e.g., 1.83%)	% / Dollar Volume	2	
From a Net Charge Volume of \$250,000,000.01 to a Net Charge Volume of \$300,000,000.00 (e.g., 1.83%)	% / Dollar Volume	2	
From a Net Charge Volume of \$300,000,000.01 to a Net Charge Volume of \$400,000,000.00 (e.g., 1.83%)	% / Dollar Volume	2	
From a Net Charge Volume exceeding \$400,000,000.00 (e.g., 1.83%)	% / Dollar Volume	2	
Large Ticket Interchange	% / Dollar Volume	3	
<p align="center">EVALUATION REBATE AMOUNT (sum of evaluation costs above):</p> <p>The Solicitation Coordinator will use this sum and the formula below to calculate the Dollar Volume Rebate Score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.</p>			
<p>evaluation rebate amount being evaluated</p> <hr/> <p>highest evaluation rebate amount from <u>all</u> proposals</p>		<p align="center">x 50 (maximum section score)</p>	<p align="center">= SCORE:</p>
<p><i>Authorized Entities Use – Solicitation Coordinator Signature, Printed Name & Date:</i></p>			

RFP ATTACHMENT 6.3, SECTION B, EXPEDIENT PAYMENT REBATE

In addition to Dollar Volume Rebates required in RFP Attachment 6.3, Section A., the Contractor shall offer Expedient Payment Rebates to Authorized Entities. The Contractor shall propose Expedient Payment Rebates at the intervals of 1 business day, 5 business days, 7 business days, 15 business days and 25 business days after receipt of the statements. The rebate amount is the total net charges (inclusive of standard and Large Ticket Transactions) on each individual Authorized Entity's Master Account Billing Statement multiplied by the applicable Expedient Payment Rebate Percentage. The Expedient Payment Rebate Description shall be applicable to the amount paid regardless of whether the Authorized Entity makes payment for all transactions on the Master Account Billing Statement. The Authorized Entity may, at its discretion, elect to pay for certain transactions on a different schedule.

Insert your proposed rebate percentage for Expedient Payments below. The Proposer must not leave any Expedient Payment Rebate percentage cell blank; if the Proposer leaves any required Dollar Volume Rebate percentage cell blank, the Authorized Entities may disqualify the Proposer.

RESPONDENT LEGAL ENTITY NAME:			
Expedient Payment Rebate Description	Proposed Rebate %	Evaluation Factor	Evaluation Rebate (rebate % x factor)
Master Account Billing Statement paid within 1 business day of statement received date	% / Dollar Volume	1	
Master Account Billing Statement paid within 2 to 5 business days of statement received date	% / Dollar Volume	1	
Master Account Billing Statement paid within 6 to 7 business days of statement received date	% / Dollar Volume	1	
Master Account Billing Statement paid within 8 to 15 business days of statement received date	% / Dollar Volume	1	
Master Account Billing Statement paid within 16 to 25 business days of statement received date	% / Dollar Volume	1	
SECTION B EVALUATION REBATE AMOUNT (sum of evaluation rebates above): The Solicitation Coordinator will use this sum and the formula below to calculate the Expedient Payment Rebate Score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.			
$\frac{\text{evaluation rebate amount being evaluated}}{\text{highest evaluation rebate amount from all proposals}}$		$\times 7$ (maximum section score)	= SCORE:
Authorized Entities Use – Solicitation Coordinator Signature, Printed Name & Date:			

RFP ATTACHMENT 6.3, SECTION C, SIGNING BONUS

In addition to Dollar Volume Rebates required in RFP Attachment 6.3, Section A. and Expedient Payment Rebates in RFP Attachment 6.3, Section B, the Contractor shall offer a one-time Signing Bonus. The Signing Bonus is contingent on achievement of Year One total net charges set below. The period associated with the Year One total net charges will begin the month after the date of the first live (non-test) transaction of the card program. At the end of the first 12 months following the first live (non-test) transaction, the one-time Signing Bonus may at the Contractor's election, be reduced by a pro-rated portion of the bonus based on the percentage of spend activity shortfall.

RESPONDENT LEGAL ENTITY NAME:			
Year One Total Net Charges	Proposed Signing Bonus	Evaluation Factor	Evaluation Bonus (bonus x factor)
\$100,000,000.00	\$	1	
<p align="center">SECTION C EVALUATION BONUS AMOUNT (sum of evaluation Bonus above):</p> <p>The Solicitation Coordinator will use this sum and the formula below to calculate the Signing Bonus Score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.</p>			
<p>evaluation bonus amount being evaluated</p> <hr/> <p>highest evaluation bonus amount from <u>all</u> proposals</p>		<p align="center">x 3 (maximum section score)</p>	<p>= SCORE:</p>
<p><i>Authorized Entities Use – Solicitation Coordinator Signature, Printed Name & Date:</i></p>			

RFP ATTACHMENT 6.3, SECTION D, Performance Incentive

In addition to Dollar Volume Rebates required in RFP Attachment 6.3, Section A., Expedient Payment Rebates in RFP Attachment 6.3, Section B., and Signing Bonus required in RFP Attachment 6.3. Section C., the Contractor shall offer a Performance Incentive. The Performance Incentive is a one-time rebate contingent upon achievement of the Performance Incentive Threshold set below. The Performance Incentive Threshold set below is defined as the annual total net charges, including both standard and Large Ticket Transactions, from all Authorized Entities under the Contract. The Performance Incentive is a one-time payment, applicable to any 12 month period following the first live (non-test) transaction under the Contract.

The Performance Incentive will *not* be evaluated in determining the Contract Award.

RESPONDENT LEGAL ENTITY NAME:	
Performance Incentive Threshold	Performance Incentive
\$250,000,000.00	\$
\$500,000,000.00	\$

Authorized Entities Use – Solicitation Coordinator Signature, Printed Name & Date:

RFP ATTACHMENT 6.3, SECTION E, Card Customization and Replacement Fees

In addition to Dollar Volume Rebates required in RFP Attachment 6.3, Section A., Expedient Payment Rebates in RFP Attachment 6.3, Section B., Signing Bonus required in RFP Attachment 6.3. Section C., and Performance Incentive required in RFP Attachment 6.4. Section D, the Contractor shall list any card customization or replacement fees, if any (see RFP Attachment 6.6 *Pro Forma* Contract Section A.3.n. – Card Format/Design, and RFP Attachment 6.6 *Pro Forma* Contract Section A.5 – Card Program Requirements).

The Card Customization and Replacement Fees will *not* be evaluated in determining the Contract Award.

RESPONDENT LEGAL ENTITY NAME:	
Card Customization or Replacement Description	Fee
	\$
	\$
	\$
	\$
	\$
	\$
<i>Authorized Entities Use – Solicitation Coordinator Signature, Printed Name & Date:</i>	

RFP ATTACHMENT 6.3, SECTION F, OTHER GOVERNMENTAL BODY DOLLAR VOLUME REBATE

After every three (3) month period (“Quarter”), the Contractor shall calculate the rebate amount and remit such to each Authorized Institution falling below the spend threshold requirement set below within forty-five (45) business days of the end of the Quarter. The rebate amount is the total net charges for the Quarter for the Authorized Institution falling below the spend threshold requirement (excluding Large Ticket Interchange Transactions) multiplied by the applicable Dollar Volume Rebate Percentage. The applicable Dollar Volume Rebate Percentage is set each Quarter based on the *annualized* spend level for standard transactions (excluding Large Ticket Interchange Transactions), from the individual Authorized Institution.

Standard Transaction Dollar Volume Rebate Percentage Determination

- Quarterly Net Charge Volume for Standard Transactions X 4 (i.e. annualized) to determine Rebate Percentage,

Rebate Calculation

On a quarterly basis, the rebate shall be calculated as follows:

$$((\text{Quarterly Net Charge Volume for Standard Transactions} \times \text{Dollar Volume Rebate Percentage}) + (\text{Quarterly Net Charge Volume for Large Ticket Interchange Transactions} \times \text{Large Ticket Interchange Rebate Percentage}))$$

Annual “True Up”

Within forty-five (45) days after the end of each agreement year, the Contractor will “true up” and pay the annualized rebate based on the following equation:

$$(((\text{Annual Net Charge Volume for Standard Transactions} \times \text{Dollar Volume Rebate Percentage}) + \text{Annual Net Charge Volume for Large Ticket Interchange Transactions} \times \text{Large Ticket Interchange Rebate Percentage})) - \text{Rebates paid for Quarters one (1), two (2), and three (3) of the Agreement Year}$$

Notes

- Rebate percentages should be based on a monthly billing cycle and a minimum payment term of thirty (30) days (30 day billing cycle/30 day payment cycle).
- Spend threshold requirement: Rebates proposed in RFP Attachment 6.3 Section F. shall only apply to Authorized Institutions with less than \$1,000,000.00 in annual Net Charge Volume.

INSTRUCTIONS: Insert your proposed Dollar Volume Rebate and Large Ticket Interchange Rebate percentages below. This section will not be evaluated in determining contract award.

RESPONDENT LEGAL ENTITY NAME:	
Quarterly Net Charge Volume Annualized	Proposed Rebate %
From a Net Charge Volume of \$0.01 to a Net Charge Volume of \$100,000.00 (e.g., 1.00%)	% / Dollar Volume
Large Ticket Interchange	% / Dollar Volume
<i>Authorized Entities Use – Solicitation Coordinator Signature, Printed Name & Date:</i>	

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 # 32101-15115 REFERENCE QUESTIONNAIRE

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

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

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

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

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

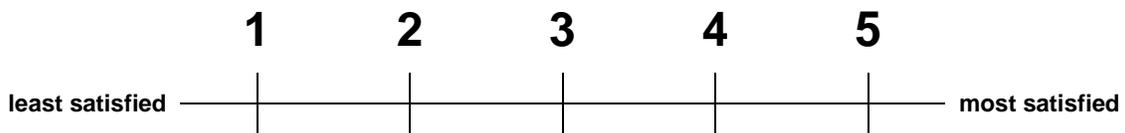
(2) Please provide the following information about the individual completing this reference questionnaire on behalf of the above-named individual, company, organization, or entity.

NAME:	
TITLE:	
TELEPHONE #	
E-MAIL ADDRESS:	

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

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

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



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

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

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

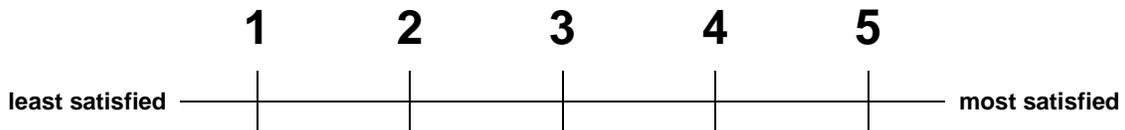
- (7) How satisfied are you with the reference subject's ability to perform based on your expectations and according to the contractual arrangements?

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

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

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

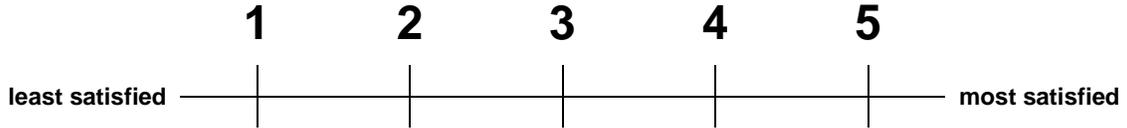
Please respond by circling the appropriate number on the scale below.



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

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

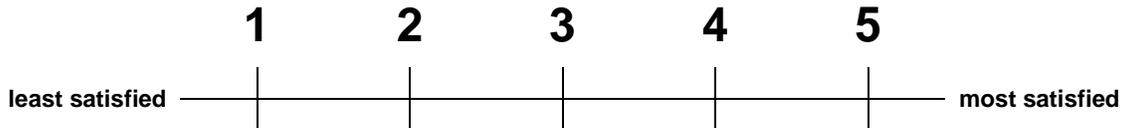
Please respond by circling the appropriate number on the scale below.



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

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

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



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

REFERENCE SIGNATURE:

(by the individual completing this request for reference information)

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

DATE:

SCORE SUMMARY MATRIX

	<i>RESPONDENT NAME</i>		<i>RESPONDENT NAME</i>		<i>RESPONDENT NAME</i>	
GENERAL QUALIFICATIONS & EXPERIENCE (maximum: 10)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	AVERAGE:		AVERAGE:		AVERAGE:	
TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH (maximum: 30)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	AVERAGE:		AVERAGE:		AVERAGE:	
REBATE PROPOSAL (maximum: 60)	SCORE:		SCORE:		SCORE:	
TOTAL RESPONSE EVALUATION SCORE: (maximum: 100)						

Solicitation Coordinator Signature, Printed Name & Date:

RFP # 32101-15115 *PRO FORMA* CONTRACT

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

**CONTRACT
BETWEEN
THE STATE OF TENNESSEE,
THE TENNESSEE BOARD OF REGENTS,
THE UNIVERSITY OF TENNESSEE,
AND
CONTRACTOR NAME**

This Contract, by and between the State of Tennessee, The Tennessee Board of Regents and The University of Tennessee, each of which is individually and collectively referred to as the "Authorized Entities" and Contractor Legal Entity Name, hereinafter referred to as the "Contractor," is for the provision of Commercial Card Services, as further defined in the "SCOPE OF SERVICES."

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

A. SCOPE OF SERVICES:

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

A.2. Summary of Services

The Authorized Entities (State of Tennessee, The Tennessee Board of Regents, and The University of Tennessee) are undertaking a collaborative effort to seek the services of a Contractor to provide Commercial Card Services for the following Authorized Institutions: State of Tennessee Agencies, the Central Procurement Office acting on behalf of such Agencies, local governments, any other entity authorized by the laws of the State of Tennessee to participate in statewide contracts, The Tennessee Board of Regents, and The University of Tennessee .

Through the collaborative effort, the Authorized Entities are seeking to expand their usage of and spend on Commercial Cards. Exhibit 1 below summarizes historical Authorized Entity spend for pCard, Travel and ePayables.

NOTE: Historical spend is for reference only and should not be used as an indicator of Commercial Card spend going forward.

**Exhibit 1
Summary Statewide Spend
\$, SFY 2015**

	pCard Spend	Travel Spend	ePayable Spend
State	\$ 35,112,197	Not Broken Out	Not Broken Out
University of Tennessee	\$ 42,642,118	\$ 4,893,255	\$ 21,048,408
Tennessee Board of Regents	\$ 25,323,030	\$ 2,511,907	Not Broken Out
TOTAL	\$ 103,077,345	\$ 7,405,162	\$ 21,048,408

A.3. General Requirements

a. The Contractor shall provide services to all participating Authorized Institutions. Authorized Institutions may be added to the Commercial Card program by written notice to the Contractor, at the option of the Authorized Entities. Upon receipt of the written notice, the Contractor shall establish a master account number for the newly added Authorized Institution and provide that number to the Authorized Institution. The Contractor shall organize all Commercial Cards for an Authorized Institution under the Authorized Institution's master account number.

The requirements and quantities listed herein may vary by Authorized Institution. Each Authorized Institution reserves the right to expand, revise, add, delete, adjust, or otherwise modify the Contract in response to requirements of Authorized Users and implement changes with written agreement by the Contractor.

- b. The Contractor shall issue Commercial Cards to all Authorized Institutions who successfully complete Commercial Card applications by paper or online submission. The Contractor shall issue the Commercial Cards per Authorized Institution's requirements. At the option of the Authorized Institution, the Contractor shall accept group applications or an application for as few as one (1) person at a time. The Contractor shall not perform individual credit checks on Cardholders, nor shall Commercial Card activity show up on Cardholders' personal credit histories.
- c. The Contractor shall offer the following cards or accounts:
 - i. Purchasing Card. Referenced in [A.5.a](#)
 - ii. Central Purchasing Account (CPA). Referenced in [A.5.b](#)
 - iii. 100% Authorized Institution /State Liability Travel Card. Referenced in [A.5.c.i](#)
 - iv. Joint and Several Authorized Institution/State Liability Travel Card. Referenced in [A.5.c.ii](#)
 - v. Central Travel Account (CTA). Referenced in [A.5.d](#)
 - vi. Ghost Account or Virtual Card Accounts. Referenced in [A.5.e](#)
 - vii. Emergency Card. Referenced in [A.5.f](#)
 - viii. ePayables Solution. Referenced in [A.5.g](#)
 - ix. Departmental Card. Referenced in [A.5.i](#)
 - x. Event Card. Referenced in [A.5.j](#)

The Authorized Institution may request the following cards or accounts:

- xi. Fleet/Fuel Card. Referenced in [A.5.h](#)
 - xii. Prepaid Card [A.5.k](#)
- d. The Contractor shall provide a VISA or MasterCard branded card designed for the Commercial Card Program. The card must be accepted at a wide variety of merchants that accept credit cards. The Contractor shall specify the number and type of merchants that accept the card. The Contractor's Commercial Card Program shall not allow cash advances unless otherwise specified by the Authorized Institution.
 - e. All physical cards shall include a magnetic stripe and be EMV/Chip and PIN-enabled.
 - f. Implementation Plan. The Contractor shall provide a plan that includes a detailed timeline for the transition of services to the newly selected Contractor for each Authorized Institution. The timeline shall detail the task description, the office of primary responsibility, the estimated time of completion, the Contractor position overseeing each task, and any additional notes. An example format of the implementation plan is provided in Contract Attachment # 3.

The Contractor's Implementation Plan shall allow sufficient time for the Authorized Institution to transition to the Contractor's Commercial Cards before the expiration of the old Commercial Cards and shall include training for administrators.
 - g. Training. At the start of the Contract, the Contractor shall develop and implement an in-person training program for administrators. The Authorized Institution may request the Contractor assist in developing training for Authorized Users. Authorized Institutions may request that the Contractor provide trainings via webinar or make trainings available electronically at no additional cost to the Authorized Institution. The Contractor shall provide regular, on-going trainings at a frequency agreed upon by the Authorized Institution and Contractor.

Training topics include, but are not limited to:

- i. Usage of the Commercial Card
 - ii. Reporting functionality of the program
 - iii. How to maximize employee usage
 - iv. Updates to technology
 - v. Updates on Commercial Card rules and regulations that affect the Authorized Institution
 - vi. Updates on changes within the financial institution that affect the Authorized Institution
 - vii. Use of the reconciliation tool
- h. Card Controls and Restrictions. The Contractor shall provide customizable card controls which include, but are not limited to, single transaction dollar limits, cycle dollar limits, and temporary limits. The Contractor shall provide such controls on an individual Cardholder basis as well as on an Authorized Institution-wide basis. Unless an Authorized Institution requests the capability of cash advances, the Contractor shall prohibit cash advances from banks or automated teller machines.
- i. Standard Industry Classifications (SIC) or Merchant Category Codes (MCC) Restrictions.
Based upon SIC's or card association MCC's and as instructed by the Authorized Institution, the Contractor shall establish charge authorization procedures to ensure certain transactions are denied. The Contractor shall be capable of providing such restrictions on an individual Cardholder basis as well as on an Authorized Institution-wide basis.
- j. Disputed and Fraudulent Charges.

The Contractor shall monitor, identify and alert the Authorized Institution of potentially fraudulent transactions within the following timeframes:

SECTION TO BE COMPLETED BY MUTUAL AGREEMENT BETWEEN THE AUTHORIZED INSTITUTION AND CONTRACTOR.

The Contractor shall maintain problem resolution procedures for disputed charges. Disputed items, fraudulent charges, and other forms of charges in which the Cardholder has communicated to the Contractor, via telephone or written communication (including email or the Contractor's web-based platform), were not authorized shall be credited to the Cardholder's account until resolved by the Contractor and the merchant. All disputed charges, and or fraudulent charges reported by the Cardholder shall be reported back to the Authorized Institution Commercial Card Program Manager.

Disputed and Fraudulent Charge reports shall include Cardholder name and account number, dollar amount of any dispute or suspected error, reference number and a description of the dispute or error disputed date, posted date, and the current status of the resolution in process. Disputed billings are categorized as, but not necessarily limited to, failure to receive goods or services charged, fraud, forgery, and altered charges.

- k. Customer Service and Toll-Free Hotline. The Contractor shall provide a toll-free telephone help line with US-based customer service agents to assist the Authorized Institution and its Cardholders with the program and any related problems. The help line shall be answered by a live operator and shall be available for all issued cards at no cost to the Authorized Institution or its Cardholders 24 hours a day, 365 days a year.
- l. Policies and Procedures. The Authorized Institution will develop its own policies and procedures for the issuance, security and operational matters related to the Commercial Card program. The Contractor shall assist the Authorized Institution when asked with development, implementation, modification or enhancement of these policies and procedures.

m. Internal Revenue Services (IRS) Requirements. The Contractor shall comply with all applicable IRS requirements and provide information required for reporting by the Authorized Entities in the performance of this Contract. The Contractor shall report all taxable transactions to the Internal Revenue Services (IRS) as per IRS requirements.

n. Card Format/Design.

The Contractor shall provide fully customizable physical cards meeting the specification(s) of the Authorized Institutions. The cards may include any of the design elements listed below:

- i. The name of the Authorized Institution and the Authorized Institution's seal or logo displayed on the face of the card.
- ii. The name of the Authorized User to whom the card is issued displayed on the face of the card in embossed lettering.
- iii. The name of the department under which the card is issued with the accompanying account number.
- iv. The credit card number displayed on the face of the card. Upon Contract award the Contractor and the Authorized Institution shall agree on a numbering sequence for the credit card number that will be on the face of the card.
- v. The Contractor's toll-free "help" telephone number displayed on the back of the card.
- vi. The phrase "For Official Use Only – Tax Exempt" and the tax exempt number displayed on the face of the card. However, no Tax ID number shall be displayed.

Each physical card issued shall not contain any reference to Automatic Teller Machine (ATM) machine usage, or display other wording, design or card formats unless agreed to between the Contractor and the Authorized Institution. Upon written request by the Authorized Institution, the Contractor will provide generic cards with no reference to the Authorized Institution.

o. Delivery.

The Contractor shall meet the delivery timeframes agreed to with the Authorized Institution. The Contractor shall offer standard and expedited delivery timeframes.

p. Program Optimization

At no additional cost to the Authorized Institution, the Contractor shall provide program optimization consulting services. The Contractor's consulting services shall provide recommendations to enhance program performance and maximize card use, including but not limited to:

- i. Identifying growth and expansion opportunities for the Authorized Institution's existing Commercial Card Program
- ii. Reducing costs by decreasing the number of purchase orders and check payments issued;
- iii. Increasing rebates through more frequent Commercial Card use; and,
- iv. Optimizing electronic transactions through the Authorized Institution's ERP system.

At the Authorized Institution's request, the Contractor shall initiate marketing campaigns to sub-groups within Authorized Institution or vendors doing business with the Authorized Institution to raise program awareness and encourage Commercial Card use. Marketing campaigns shall occur via telephone, e-mail, U.S. mail, and other methods requested by the Authorized Institution.

A.4. Transition Plan

Before the expiration or termination of the Contract resulting from this solicitation, the Contractor agrees to work with any incoming vendors to assist in the transition of the Commercial Card program, including the migration of historical data captured during the life of the Contract.

A.5. Card Program Requirements

a. Purchasing Card

The Contractor shall provide a Purchasing Card upon request by an Authorized Institution. The Authorized Institution will be liable for all charges made to the Purchasing Card, except for charges made to a Cardholder's Card after the Authorized Institution has notified the Contractor of said Cardholder's termination of employment and has directed the Contractor to cancel the Cardholder's Card.

b. Central Purchasing Account (CPA)

The Authorized Institution may request the Contractor to establish a Central Purchasing Account (CPA) relationship with any entity that provides goods or services to the Authorized Institution. In the event that a CPA capability is established, all transactions initiated by such entity by virtue of such capability shall in all respects be treated as though the transaction was initiated through the use of a Commercial Card.

c. The Contractor shall provide **two** forms of Travel Card liability:

i. 100% Authorized Institution /State Liability Travel Card

The Contractor shall provide a Travel Card intended as a method of payment for travel expenses. This product may be used to make travel arrangements, or by the Cardholder at the point of sale.

The provisions of Authorized Institution /State Liability Travel Cards shall apply only to Travel Cards which the Authorized Institution has designated are to be billed to Cardholders on Authorized Institution /State Liability Accounts. The Individual shall receive all statements; however, the Authorized Institution retains card liability. Further, the Contractor shall:

1. Offer Travel Card services for all countries and currencies mentioned in Contract Attachment #5, countries may be added **or deleted** in the future.
2. Provide a monthly billing cycle and a minimum payment term of 30 days.
3. Follow Authorized Entity specifications regarding which credit card applications are subject to credit checks, Follow Authorized Entity specified credit limits and the procedures for increasing and decreasing the credit limit.
4. Provide, at a minimum, but not limited to Travel Card insurance coverage specified in Contract Attachment 6.
5. Provide card replacements (lost/stolen cards) within 24 hours.

ii. Joint and Several Authorized Institution/State Liability Card

The Contractor shall provide a Travel Card intended as a method of payment for travel expenses. This product may be used to make travel arrangements, or by the Cardholder at the point of sale.

The provisions of Joint and Several Authorized Institution/State Liability Cards shall apply only to Travel Cards which the Authorized Institution and the individual Cardholder are jointly and severally liable for payment of all transactions initiated on such individual Cardholder's Account.

Both the Authorized Institution and Individual shall receive all statements. Further, the Contractor shall:

- a. Provide Travel Card services for all countries and currencies mentioned in Contract Attachment #5, additional countries may be added in the future.
- b. Provide a monthly billing cycle and a minimum payment term of 30 days.
- c. Follow Authorized Entity specifications regarding which credit card applications are subject to credit checks,

- d. Follow Authorized Entity specified credit limits and the procedures for increasing and decreasing the credit limit.
- e. Provide, at a minimum, Travel Card insurance coverage specified in Contract Attachment 6.
- f. Provide card replacements (lost/stolen cards) within 24 hours.

d. Central Travel Account (CTA)

The Contractor shall provide a Central Travel Account upon request by an Authorized Institution. The Contractor shall provide the Authorized Institution with an electronic monthly statement for the Authorized Institution's Central Travel Account. A Central Travel Account can be used for the payment of travel expenses incurred by Cardholders permitted or authorized by the Authorized Institution to use the account.

The Authorized Institution will be liable for all charges made to the Central Travel Account, except for charges made to a Cardholder's Card after the Authorized Institution has notified the Contractor of said Cardholder's termination of employment and has directed the Contractor to cancel the Cardholder's Card. The full Central Travel Account balance will be due and payable on the due date set forth on the Central Travel Account statement.

e. Ghost Account or Virtual Card Account

The Contractor shall open accounts known as Ghost Accounts or Virtual Card Accounts as requested by the Authorized Institution in the name of the Authorized Institution's employees or departments. Ghost accounts may be used by multiple persons within the Authorized Institution for the making of purchases from specific designated merchant vendors.

Upon the opening of each Ghost Account, the Contractor shall provide the Authorized Institution with the account number for the account. With respect to Ghost Account charges, the Contractor shall provide the Authorized Institution with an electronic monthly statement that contains all data fields specified by the Authorized Institution.

The Authorized Institution will designate an administrator to administer and monitor entitlement to and usage of the Ghost Account program. The Authorized Institution will inform the Contractor of any change of the Ghost Account administrator or Authorized Users of the Ghost Account.

f. Emergency Card

The Contractor shall provide the Authorized User with Emergency Cards for use in the event of a state declared emergency. The Authorized Institution and the Contractor will establish agreed-upon procedures for the use of Emergency Cards. The Contractor shall provide the Authorized User contact individuals, titles, addresses, phone numbers, fax numbers and e-mail addresses of those individuals who can activate and perform maintenance on emergency cards 24 hours a day, 365 days a year.

g. ePayables Solution

The Contractor shall provide the Authorized User with an ePayables Solution. The ePayables Solution will provide the Authorized User with an alternative electronic payment method to pay its Payees. The payment method shall provide the capability to securely transmit invoice information approved for payment to the Contractor. The Contractor shall, in turn, use the credit card technology to make funds available to the Payees enrolled in this program. The Contractor shall then bill the Authorized Institution for the funds disbursed.

The Contractor shall initiate enrollment campaigns at the Authorized Institution's request to add additional Payees to the ePayables program at no additional cost to the Authorized Institution. The Contractor shall solicit enrollment of potential Payees via telephone, e-mail, U.S. mail, and other methods requested by the Authorized Institution.

h. Fleet/Fuel Card

The Contractor may offer Fleet/Fuel Cards to the Authorized Institution. If offered, the Fleet/Fuel Cards shall be:

- i. Accepted by all major oil companies operating nationally
- ii. Accessible via a PIN number or driver ID number.
- iii. Equipped with tax exemption management for all federal and state taxes involved for all fuel transactions while providing for purchase controls.
- iv. Equipped with electronic access to order new cards, add or delete drivers and vehicles, update driver and vehicle information, modify PIN/ID numbers, and update organizational information (names, addresses, etc.).
- v. Able to provide Level III data, at no additional cost, with the following electronic information in a format acceptable to the Authorized Institutions:
 1. Purchase Date and Time
 2. Account Number
 3. Vehicle ID
 4. Odometer reading
 5. MCC, SIC, or Contractor-created code acceptable to the Authorized Institutions
 6. Merchant Site Unique Identifier
 7. Merchant Name
 8. Merchant Street Address
 9. Merchant City, State, Zip
 10. Number of Units (i.e., gallons)
 11. Total Purchase Cost
 12. Cost Per Gallon
 13. Driver Identification Number
 14. Fuel Grade
 15. Service Type
 16. Sales Tax (if applicable)
 17. Line Item Detail (for non-fuel purchases). This detail shall include, at a minimum, reasonably complete descriptions, quantities, and units of measure.
 18. Discount Amount

Fleet/Fuel Cards, if offered under the Contract, usage is entirely at the discretion of the Authorized Institution.

i. Departmental Card

The Contractor shall offer Departmental Cards. The Authorized Institution may request Departmental Cards from the Contractor in writing by paper or electronic application. The Departmental Cards shall have the same functionality as Purchasing Cards, but shall not have employee names on them.

The use of Departmental cards shall be supervised by an employee designated in writing by the Authorized Institution as a Departmental Card Manager. The Authorized Institution shall notify the Contractor in writing by paper or electronic application, whenever the Authorized Institution desires to change the Departmental Card Manager.

The Authorized Institution will provide special procedures that it will actively enforce with its Cardholders to ensure the safeguarding and security of Departmental Cards and any

information pertaining to such cards. The Authorized Institution and Contractor reserve the right to amend or establish additional requirements from time to time.

Charges to the Departmental Card are billed to the Authorized Institution. The Authorized Institution shall notify the Contractor whenever the Authorized Institution desires to close, suspend, or cancel a Departmental Card.

j. Event Card

The Contractor shall offer Event Cards. The Authorized Institution may request Event Cards from the Contractor in writing by paper or electronic application. The Event Cards shall have the same functionality as Purchasing Cards, but shall not have employee names on them.

The use of Event cards shall be supervised by an employee designated in writing by the Authorized Institution as an Event Card Manager. The Authorized Institution shall notify the Contractor in writing by paper or electronic application, whenever the Authorized Institution desires to change the Event Card Manager.

The Authorized Institution will provide special procedures that it will actively enforce with its Cardholders to ensure the safeguarding and security of Event Cards and any information pertaining to such cards. The Authorized Institution and Contractor reserve the right to amend or establish additional requirements from time to time.

Charges to the Event Card are billed to the Authorized Institution. The Authorized Institution shall notify the Contractor whenever the Authorized Institution desires to close, suspend, or cancel an Event Card.

k. Prepaid Card

The Contractor may offer Prepaid Cards. The Authorized Institution may request Departmental Cards from the Contractor in writing by paper or electronic application. The Departmental Cards shall have the same functionality as Purchasing Cards, but shall not have card user names on them.

The use of Prepaid Cards shall be supervised by an employee designated in writing by the Authorized Institution as a Prepaid Card Manager. The Authorized Institution shall notify the Contractor in writing by paper or electronic application, whenever the Authorized Institution desires to change the Prepaid Card Manager.

The Authorized Institution will provide special procedures that it will actively enforce with its Cardholders to ensure the safeguarding and security of Prepaid Cards and any information pertaining to such cards. The Authorized Institution and Contractor reserve the right to amend or establish additional requirements from time to time.

Charges to the Prepaid Card are billed to the Authorized Institution. The Authorized Institution shall notify the Contractor whenever the Authorized Institution desires to close, suspend, or cancel an Event Card.

A.6. Technology Requirements

- a. The Contractor must provide an online web-based platform for the management of the Commercial Card program and for allocation of charges. Other platforms may be offered in addition to, but not instead of the web-based platform.
- b. The web-based platform shall allow designated administrators at each Authorized Institution to:

- i. Request new cards
- ii. Request replacement cards
- iii. Cancel cards
- iv. Suspend cards
- v. Change individual transaction limits
- vi. Change credit limits
- vii. Create Authorized Users
- viii. Change Cardholder profiles
- ix. Reset passwords
- x. Open / Close MCC codes
- xi. Change General Ledger information
- xii. Provide automated and manual email capabilities
- xiii. View all transactions by Cardholder and/or departmental unit, including Level I, II, and III data
- xiv. View declined authorization
- xv. Change organizational structures
- xvi. Assign Cardholders to specific user groups
- xvii. Route transactions electronically from Cardholder to approver for final approvals
- xviii. Create custom reports for general administration
- xix. Track transaction activity for audit purposes,
- xx. Extract transactions to import into the Authorized Institution's ERP system
- xxi. Perform other routine management tasks.
- xxii. [Any other report Authorized Entities deem necessary](#)

- c. The web-based platform shall have the following functions for allocation methodology:
 - i. Allow transactions to be allocated to a multi-segmented general ledger.
 - ii. Allow for hierarchical approvals, if requested by the Authorized Institution. For example, charges may be allocated by one Authorized User and then approved for sign-off by another Authorized User (manager sign-off).
 - iii. Allow transactions to be allocated to one or more budget accounts. The default allocation may be to one budget account from the general ledger, but functionality must be provided to allow for percentage based or dollar amount based allocations to multiple budget accounts selected from the general ledger.
 - iv. Allow for the documentation of at least three possible choices regarding sales tax status. This documentation is regardless of any sales tax information passed with the transaction from the vendor. The three possible choices must include status equivalent to the following: "Sales Tax Paid", "Non-taxable", and "Subject to Use Tax". This information shall be available in the reporting system.
 - v. Allow for additional documentation of notes. The Authorized User performing the allocation shall be able to insert notes with each allocation.
- d. The reporting system available within the web-based platform shall offer the download and creation of reports directly from the platform in at least the following formats: Microsoft Excel, PDF, and delimited text. The web-based platform shall meet all other requirements detailed in Section A.6: Data Reporting Systems and Requirements.
- e. The platform shall allow for the creation of customizable, multi-segmented general ledgers.
 - i. The choice of general ledger segments may vary by Authorized Institution. For example, an Authorized Entity may choose to have a three-part general ledger consisting of a fund, org, and account. Another Authorized Institution may choose to have a four-part general ledger consisting of an index, account, activity, and program. Therefore, the creation of the general ledger must be customizable.
 - ii. Upon request by an Authorized Institution, the system shall have the ability to maintain the general ledger information for new codes added or old codes deleted or terminated.

- iii. Upon request by an Authorized Institution, the system shall have the ability to restrict or allow for general ledger elements to be manually typed by an Authorized User. The system shall have the ability for Authorized Institutions to create a customizable list of allowed elements that the Authorized User may choose from during the allocation process.
- f. The Contractor shall provide the Authorized Institution with electronic statements in a searchable format agreed upon by the Contractor and the Authorized Institution.

A.7. Data Reporting Systems and Requirements

- a. The Contractor shall provide a web-based online program management and reporting solution hosted by the Contractor. The reporting solution shall comply with each Authorized Institution's applicable security policies and standards, and the security standards detailed in Section A.7, including but not limited to:
 - i. PCI DSS and "State of Tennessee Enterprise Information Security Policies", as amended from time to time.
 - ii. Any applicable federal or state laws or requirements, including but not limited to the Red Flags Rule, the Gramm-Leach-Bliley Act ("GLBA"), the Health Information Portability and Accountability Act ("HIPAA"), and the Family Educational Rights and Privacy Act ("FERPA") of 1974 (20 U.S.C.1232g).
- b. The Contractor shall provide access at a statewide (corporate) level as well as the Authorized Institution master account and individual Cardholder levels.
- c. The Contractor shall control access to its reporting solution as required by each Authorized Institution's applicable security policies and standards, as referenced in A.6.a and A.7.
- d. For the Commercial Card Program, the reporting solution must allow, at a minimum, for the creation of new accounts, maintenance of current accounts, termination of accounts, and the generation of standard reports which shall include, but not be limited to: User Access reports, Taxes Paid reports, Declined transactions reports, Fraudulent Transactions report, Disputed Transaction report.
- e. For Corporate Travel Card Services, the solution must allow, at a minimum, for the creation of a current listing of all Travel Cardholders and regular collections reports indicating Travel Cardholders past due.
- f. The Contractor shall provide any reports that are not available via the solution that are reasonably necessary for the Authorized Institution to effectively operate and manage all card programs to include, but not be limited to: Trend Analysis Reporting on various factors effecting the Commercial Card Program to improve program performance. Delivery methods and timeframes for such reports shall be mutually agreed upon by the Authorized Institution and the Contractor.
- g. The Contractor's web-based online program management and reporting solution shall provide the Authorized Institution with the capability to create on demand reports for ad hoc reporting.
- h. Training and assistance with the Contractor's web-based online program management and reporting solution must be provided as mutually agreed upon by the Authorized Institution and the Contractor.
- i. The Contractor shall provide a dynamic management, information, and reporting system. This system must allow for the distribution of costs by cost center and account type, permit the distribution and approval of charges through a web or local area network, provide electronic statements, and allow for the smooth transfer of accounting information to each Authorized Institution's accounting network. Information systems must be ERP Compatible and information should be integrated into the Authorized Institution's ERP system or Authorized Institutions' ERP system, which include Oracle PeopleSoft, SAP, and Ellucian/Banner.

- j. The Contractor shall provide and adhere to a comprehensive evaluation system throughout the duration of the Contractor's performance. The evaluation system shall utilize a variety of levels and techniques of quality and performance measurements and assessments. This evaluation methodology is subject to the approval of the Authorized Institution.
- k. The Contractor shall provide a Cardholder master file with the following elements:
 - i. Account name
 - ii. Account address
 - iii. Account number
 - iv. Alpha/numeric accounting code (22 characters minimum)
 - v. Per transaction limit
 - vi. Daily spending limit
 - vii. Average transaction per month
 - viii. Average transaction cost
 - ix. Monthly cycle limit
 - x. Approved MCC codes
 - xi. Expiration date
 - xii. Approving authority/official
 - xiii. Additional fields as may be requested

The Contractor shall also develop a method/code(s) by which to identify the specific retailer. In addition, the Contractor must provide Authorized Institutions with procedures to interpret the codes.

I. Reports

- i. The Contractor shall develop reports. Authorized Institutions shall specify which reports and master lists are to be distributed, at what levels, on what media, and frequency.
- ii. The Contractor shall transmit reports electronically, by EDI, and upon request may transmit by hard copy
- iii. The Contractor must identify and sort reports by individual Cardholder and Authorized Institution accounts throughout the reporting system.
- iv. The Contractor must send reports electronically to designated individuals within the timeframe determined through agreement by the Contractor and the Authorized Institution.
- v. The Contractor shall report on the following at the request of the Authorized Institution.
 - 1. Cardholder Activity: Itemizes Cardholder transaction, Cardholder name, and location
 - 2. Supervisory Summary: Reveals transactions for all Cardholders who report to a specific supervisor
 - 3. Office or Unit Activity: Cardholder transactions for specific sub-groups within Authorized Institutions
 - 4. Merchant Activity: Itemizes purchases made by type of merchant
 - 5. Cardholder Change: Changes to Cardholder accounts
 - 6. Lost/Stolen Cards: Enumerates lost or stolen card information
 - 7. Disputed Transactions: Details status of disputed transactions
 - 8. Declined Transactions: Explains transactions where use of the card was declined and the reasons for
 - 9. Ad Hoc or Customized: Manipulates program data for special reporting
 - 10. Sales Tax: Lists sales tax charged
 - 11. Minority Vendor Report: Reporting List of Sales totals by minority vendor name

12. 1099 & Use Tax Report: Reporting of Information for Use Tax preparation

- m. Data Level Reporting: The Contractor shall provide for and report the highest level of data activity that the merchants are reporting to the Contractor bank in this Commercial Card Program. The Authorized Institutions would prefer to be provided with Level I, II, and III Data whenever possible and Contractor shall work with vendors to encourage them to adopt Level III Data reporting capability.
- n. Mail Lists and Promotional Material: Selling mail lists containing the names of Cardholders or any other information relating to Authorized Institutions that have requested cards is prohibited. The insertion of materials will generally be restricted to material(s) pertaining to the Commercial Card Program. Promotional materials may be permitted but shall be reviewed and approved by the Authorized Institution prior to insertion.
- o. Data Protection: Contractor must provide and maintain an appropriate information security program to prevent the unauthorized disclosure, misuse, alteration, or destruction of confidential information. Contractor must maintain immediate and continual communication with the Authorized Institutions regarding any security program changes (including, but not limited to cards, account numbers, passwords, personal identification numbers, transactions, etc.

A.8. Data Privacy and Security

- a. The Contractor shall ensure that all transactions are compliant with the most current version of PCI DSS or its successor. The Contractor shall maintain and ensure data integrity, Authorized User confidentiality, and ensure that security provisions are maintained throughout the length of this Contract.

The Authorized Institutions will provide current Data Breach Notification Procedures and contact information for the personnel that are to be notified of any compromise or breach. This information will be updated as applicable.
- b. Red Flags and Identify Theft

The Service Provider shall have policies and procedures in place to detect relevant Red Flags that may arise in the performance of the Contractor's activities under the Contract, or review the Authorized Institution's Red Flags identity theft program and report any Red Flags to Authorized Institution.
- c. Data Privacy

Contractor represents and warrants that its collection, access, use, storage, disposal and disclosure of Personal Information complies with all applicable federal and state privacy and data protection laws, including without limitation, the Gramm-Leach-Bliley Act ("GLBA"); the Health Information Portability and Accountability Act ("HIPAA"); the Family Educational Rights and Privacy Act ("FERPA") of 1974 (20 U.S.C.1232g), the FTC's Red Flag Rules and any applicable federal or state laws, as amended ,together with regulations promulgated thereunder .
- d. Data Security

Contractor represents and warrants that Contractor will maintain compliance with the SSAE 16 standard, and shall undertake any audits and risk assessments Contractor deems necessary to maintain compliance with SSAE16.
- e. Incident Response.
The Contractor shall report any compromise or breach of network security involving State of Tennessee transactional data in accordance with *Tennessee Code Annotated*, Section 47-18-2107. In the event of a Security Incident, the Contractor shall:

- i. Provide Authorized Institution with the name and contact information for an employee, or a team of employees, of Contractor who shall serve as the Authorized Institution's primary security contact(s) and shall be available to assist the Authorized Institution twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a Security Incident.;
- ii. Notify Authorized Institution of a Security Incident as soon as practicable, but no later than forty-eight (48) hours after Contractor becomes aware of it, except where disclosure is prohibited by law; and
- iii. Notify Authorized Institution of any such Security Incident by telephone and e-mail, with a copy by e-mail to Contractor's primary business contact at the Authorized Institution.

Contractor shall use best efforts to immediately mitigate or resolve any Security Incident, at Contractor's expense and in accordance with applicable privacy rights, laws, regulations and standards. Contractor shall reimburse Authorized Institution for actual costs incurred by Authorized Institution in responding to, and mitigating damages caused by, any Security Incident, including all costs of notice and/or remediation incurred under all applicable laws as a result of the Security Incident.

f. Return of Personal Information.

At any time during the term of this Agreement, at the Authorized Institution's written request or upon the termination or expiration of this Agreement, Contractor shall return to the Authorized Institution all copies, whether in written, electronic or other form or media, of Confidential, Highly-Sensitive, or Personal Information in its possession, or at the Authorized Institution's direction, securely dispose of all such copies.

A.9. Alternate Site and Systems. The Contractor shall establish and maintain an alternative processing arrangement adequate to resume immediately the card services provided under this agreement, in the event the Contractor's primary operation site or equipment is unavailable.

A.10. Warranty. Contractor represents and warrants that the term of the warranty ("Warranty Period") shall be the greater of the Term of this Contract or any other warranty general offered by Contractor, its suppliers, or manufacturers to customers of its goods or services. The goods or services provided under this Contract shall conform to the terms and conditions of this Contract throughout the Warranty Period. Any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a "Defect" and shall be considered "Defective." If Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect, at no additional charge.

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

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

If Contractor fails to provide the goods or services as warranted, then Contractor will re-provide the goods or services at no additional charge. If Contractor is unable or unwilling to re-provide the goods or services as warranted, then the Authorized Entities shall be entitled to recover the fees paid to Contractor for the Defective goods or services. Any exercise of the Authorized Institutions' rights under this Section shall not prejudice the Authorized Institutions' rights to seek any other remedies available under this Contract or applicable law.

A.11. Inspection and Acceptance. The Authorized Institutions shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, the Authorized Institutions determines that the goods or services are Defective, the Authorized Institutions shall notify Contractor, and Contractor shall re-deliver the goods or provide the services at no

additional cost to the Authorized Institutions. If after a period of thirty (30) days following delivery of goods or performance of services the Authorized Institutions does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the Authorized Institutions.

B. TERM OF CONTRACT:

- B.1. This Contract shall be effective on DATE ("Effective Date") and extend for a period of sixty (60) months after the Effective Date ("Term"). The Authorized Institutions shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.
- B.2. Renewal Options. This Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to two (2) renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of eighty-four (84) months.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Authorized Institution Payment Card Program.

- a. Payment of Authorized Institution Card Charges. The Authorized Institution agrees to pay the Contractor the total net charges for which the Authorized Institution is liable as set forth in the Contract, subject to applicable law. Total net charges includes all charges less formally disputed transactions.

The Authorized Institution shall pay the Contractor on either a weekly, monthly or other basis mutually agreed upon in writing by the Contractor and the Authorized Institution within thirty (30) days prior to the use of Payment Cards authorized pursuant to this Contract. The payment schedule may be changed at any time as agreed to by both the Contractor and the Authorized Institution. All amounts due with respect to participation in the program shall be paid by the Authorized Institution and shall be paid to Contractor by means of Automated Clearing House ("ACH") transaction or other electronic means agreeable to the Authorized Institution and Contractor.

b. Authorized Entity Dollar Volume Rebate.

After every three (3) month period ("Quarter"), the Contractor shall calculate the rebate amount and remit such to each Authorized Entity and Authorized Institution meeting the spend threshold requirement set below within forty-five (45) business days of the end of the Quarter. The rebate amount is the total net charges for the Quarter for the Authorized Entity and Authorized Institution meeting the spend threshold requirement (excluding Large Ticket Interchange Transactions, defined as certain transactions which, based upon the type of merchant and/or transaction dollar amount, are subject to a Visa or MasterCard large ticket interchange program, as determined by and amended by Visa and MasterCard from time to time) multiplied by the applicable Dollar Volume Rebate Percentage. The applicable Dollar Volume Rebate Percentage is set each Quarter based on the annualized spend level for standard transactions (excluding Large Ticket Interchange Transactions), from all contract users.

Standard Transaction Dollar Volume Rebate Percentage Determination

Quarterly Net Charge Volume for Standard Transactions X 4 (i.e. annualized) to determine Rebate Percentage,

Rebate Calculation

On a quarterly basis, the rebate shall be calculated as follows:

((Quarterly Net Charge Volume for Standard Transactions X Dollar Volume Rebate Percentage) + (Quarterly Net Charge Volume for Large Ticket Interchange Transactions X Large Ticket Interchange Rebate Percentage))

Annual “True Up”

Within forty-five (45) days after the end of each agreement year, the Contractor will “true up” and pay the annualized rebate based on the following equation:

((Annual Net Charge Volume for Standard Transactions X Dollar Volume Rebate Percentage) + Annual Net Charge Volume for Large Ticket Interchange Transactions X Large Ticket Interchange Rebate Percentage) – Rebates paid for Quarters one (1), two (2), and three (3) of the Agreement Year

Notes: Rebate percentages should be based on a monthly billing cycle and a minimum payment term of thirty (30) days (30 day billing cycle/30 day payment cycle). Spend threshold requirement: Rebates proposed in RFP Attachment 6.3 Section A. shall only apply to the State of Tennessee, University of Tennessee, Tennessee Board of Regents, and Authorized Institutions with more than \$1,000,000.00 in annual Net Charge Volume.

The applicable Dollar Volume Rebate Percentages follow:

Quarterly Net Charge Volume Annualized	Proposed Rebate %
From a Net Charge Volume of \$0.01 to a Net Charge Volume of \$20,000,000.00 (e.g., 1.83%)	X.XX%
From a Net Charge Volume of \$20,000,000.01 to a Net Charge Volume of \$70,000,000.00 (e.g., 1.83%)	X.XX%
From a Net Charge Volume of \$70,000,000.01 to a Net Charge Volume of \$120,000,000.00 (e.g., 1.83%)	X.XX%
From a Net Charge Volume of \$120,000,000.01 to a Net Charge Volume of \$140,000,000.00 (e.g., 1.83%)	X.XX%
From a Net Charge Volume of \$140,000,000.01 to a Net Charge Volume of \$160,000,000.00 (e.g., 1.83%)	X.XX%
From a Net Charge Volume of \$160,000,000.01 to a Net Charge Volume of \$180,000,000.00 (e.g., 1.83%)	X.XX%
From a Net Charge Volume of \$180,000,000.01 to a Net Charge Volume of \$200,000,000.00 (e.g., 1.83%)	X.XX%
From a Net Charge Volume of \$200,000,000.01 to a Net Charge Volume of \$250,000,000.00 (e.g., 1.83%)	X.XX%
From a Net Charge Volume of \$250,000,000.01 to a Net Charge Volume of \$300,000,000.00 (e.g., 1.83%)	X.XX%
From a Net Charge Volume of \$300,000,000.01 to a Net Charge Volume of \$350,000,000.00 (e.g., 1.83%)	X.XX%
From a Net Charge Volume of \$350,000,000.01 to a Net Charge Volume of \$400,000,000.00 (e.g., 1.83%)	X.XX%
From a Net Charge Volume exceeding \$400,000,000.00 (e.g., 1.83%)	X.XX%
Ticket Interchange	X.XX%

The Authorized Institution will review the Contractor’s rebate calculations and Net Charge Volume amounts upon receipt. Adjustments, if any that are necessary will be agreed on by the Authorized Institution and the Contractor and the Contractor shall adjust the subsequent dollar volume rebate payment accordingly. In the event of disagreements on adjustments, the Authorized Institution’s calculations shall prevail pending formal dispute resolution in accordance with the terms of the Contract.

- c. **Expedient Payment Rebate.** After every three (3) month period (“Quarter”), the Contractor shall calculate the rebate amount and remit such to each Authorized Institution within **forty-five (45)** business days of the end of the Quarter. The rebate amount is the total net charges (inclusive of standard and Large Ticket Transactions) on each individual Authorized Institution’s Master Account Billing Statement multiplied by the applicable Expedient Payment Rebate Percentage. **The Expedient Payment Rebate Description shall be applicable to the**

amount paid regardless of whether the Authorized Entity makes payment for all transactions on the Master Account Billing Statement. The Authorized Entity may, at its discretion, elect to pay for certain transactions on a different schedule.

d.

The applicable Expedient Payment Rebate Percentages follow:

Expedient Payment Rebate Description	Proposed Rebate %
Master Account Billing Statement paid within 1 business day of statement received date	X.XX%
Master Account Billing Statement paid within 2 to 5 business days of statement received date	X.XX%
Master Account Billing Statement paid within 6 to 7 business days of statement received date	X.XX%
Master Account Billing Statement paid within 8 to 15 business days of statement received date	X.XX%
Master Account Billing Statement paid within 16 to 25 business days of statement received date	X.XX%

The Authorized Institution will review the Contractor's rebate calculations and amounts upon receipt. Adjustments, if any that are necessary will be agreed on by the Authorized Institution and the Contractor and the Contractor shall adjust the subsequent expedient payment rebate payment accordingly.

e. Signing Bonus. Within forty-five (45) business days of the beginning of the Contract term, the Contractor shall remit the Signing Bonus.

The applicable Signing Bonus is:

Year One Total Net Charges	Signing Bonus
\$100,000,000.00	\$XXX,XXX.XX

The Signing Bonus is contingent on achievement of Year One total net charges set above for all Authorized Institutions. The period associated with the Year One total net charges will begin the month after the date of the first live (non-test) transaction of the card program. At the end of the first twelve (12) months following the first live (non-test) transaction, the one-time Signing Bonus, if any, may at the Contractor's election, be reduced by a pro-rated portion of the bonus based on the percentage of spend activity shortfall.

f. Performance Incentive. If the Performance Incentive Threshold – defined as the annualized total net charges, including both standard and Large Ticket Transactions, from all Authorized Institutions under the Contract – is reached, the Contractor shall remit the Performance Incentive within forty-five (45) business days. The Performance Incentive is a one-time payment, applicable to any 12 months period following the first live (non-test) transaction under the Contract.

The applicable Performance Incentive is:

Performance Incentive Threshold	Performance Incentive
\$250,000,000.00	\$XXX,XXX.XX
\$500,000,000.00	\$XXX,XXX.XX

g. Other Governmental Body Dollar Volume Rebate: After every three (3) month period ("Quarter"), the Contractor shall calculate the rebate amount and remit such to each Authorized Institution falling below the spend threshold requirement set below within forty-five (45) business days of the end of the Quarter. The rebate amount is the total net charges for the Quarter for the Authorized Institution falling below the spend threshold requirement (excluding Large Ticket Interchange Transactions) multiplied by the applicable Dollar Volume

Rebate Percentage. The applicable Dollar Volume Rebate Percentage is set each Quarter based on the annualized spend level for standard transactions (excluding Large Ticket Interchange Transactions), from the individual Authorized Institution.

Standard Transaction Dollar Volume Rebate Percentage Determination
 Quarterly Net Charge Volume for Standard Transactions X 4 (i.e. annualized) to determine Rebate Percentage,

Rebate Calculation

On a quarterly basis, the rebate shall be calculated as follows:

((Quarterly Net Charge Volume for Standard Transactions X Dollar Volume Rebate Percentage) + (Quarterly Net Charge Volume for Large Ticket Interchange Transactions X Large Ticket Interchange Rebate Percentage))

Annual "True Up"

Within forty-five (45) days after the end of each agreement year, the Contractor will "true up" and pay the annualized rebate based on the following equation:

((Annual Net Charge Volume for Standard Transactions X Dollar Volume Rebate Percentage) + Annual Net Charge Volume for Large Ticket Interchange Transactions X Large Ticket Interchange Rebate Percentage) – Rebates paid for Quarters one (1), two (2), and three (3) of the Agreement Year)

Notes

Rebate percentages should be based on a monthly billing cycle and a minimum payment term of thirty (30) days (30 day billing cycle/30 day payment cycle).

Spend threshold requirement: Rebates proposed in RFP Attachment 6.3 Section F. shall only apply to Authorized Institutions with less than \$1,000,000.00 in annual Net Charge Volume.

The applicable Dollar Volume Rebate Percentages follow:

Quarterly Net Charge Volume Annualized	Proposed Rebate %
From a Net Charge Volume of \$0.01 to a Net Charge Volume of \$100,000.00 (e.g., 1.00%)	X.XX%
Large Ticket Interchange	X.XX%

h. Card Customization and Replacement Fees. Card Customization and Replacement Fees shall be as follows:

Card Customization or Replacement Description	Fee
TBD	\$X.XX

i. The Authorized Institution will maintain a demand account in good standing ("the Account") with a financial institution and account number as the Authorized Institution may determine, to be communicated to the Contractor in writing. Unless otherwise directed by the Authorized Institution all rebate payments herein under shall be made to the financial institution at the account number specified. All other credits or transfers shall be unauthorized transfers. The Authorized Institution shall take all action necessary to ensure that the Contractor has the right to credit the Account under the terms of this Contract.

j. Billing and Account Statements. The Contractor shall provide monthly Master Account Billing Statements for each Authorized Institution's master account number documenting the total net charges. The Contractor shall provide all Master Account Billing Statements to the Authorized Institution Payment Card Program Manager within three (3) business days of each statement close date (i.e., last date on the statement). The delivery method for the Master Account Billing Statements must be agreed to by the Authorized Institution. The Contractor shall provide monthly individual cardholder account statements documenting all card transactions. These statements must be available via mail and the Contractor's web-based program management and reporting solution. The frequency of statements may be changed at any time as agreed to by both the Contractor and the Authorized Institution.

k. Estimated Payment Rebates. It is estimated that Contractor shall pay a total amount of Payment Rebates in the amount of six million dollars (\$6,000,000) to the Authorized Entities under this Contract. This Contract does not grant the Contractor any exclusive rights.

C.2. Prerequisite Documentation. The Contractor shall not invoice the Authorized Institution under this Contract until the Authorized Institution has received the following documentation properly completed.

- a. If the agreed upon payment method in Section C.1.a. is by means of ACH, the Contractor shall complete, sign, and present to the Authorized Institution an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the Authorized Institution. By doing so, the Contractor acknowledges and agrees that, once said form is received by the Authorized Institution, all payments to the Contractor, under this or any other contract the Contractor has with the Authorized Institution shall be made by Automated Clearing House (ACH).
- b. The Contractor shall complete, sign, and present to the Authorized Institution a "Substitute W-9 Form" provided by the Authorized Institution. The taxpayer identification number detailed by said form must agree with the Contractor's Federal Employer Identification Number or Tennessee Edison Registration ID referenced in this Contract.

D. MANDATORY TERMS AND CONDITIONS:

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

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

The Authorized Institution:

Authorized Institutions Contact Name & Title
Authorized Institutions Agency Name
Address
Email Address
Telephone # Number
FAX # Number

The Contractor:

Contractor Contact Name & Title

Contractor Name

Address

Email Address

Telephone # Number

FAX # Number

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

- D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable Authorized Institution officials.
- D.4. Subject to Funds Availability. The Contract is subject to the appropriation and availability of Authorized Institution or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Authorized Institutions reserve the right to terminate this Contract upon written notice to the Contractor. The Authorized Institutions' exercise of its right to terminate this Contract shall not constitute a breach of Contract by the Authorized Institutions. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the Authorized Institutions terminates this Contract due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by the Authorized Institutions and for all satisfactory and authorized services completed as of the termination date. Should the Authorized Institutions exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the Authorized Institutions any actual, general, special, incidental, consequential, or any other damages of any description or amount.
- D.5. Termination for Convenience. The Authorized Institutions may terminate this Contract for convenience without cause and for any reason. The Authorized Institutions shall give the Contractor at least thirty (30) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the Authorized Institutions or for satisfactory, authorized services completed as of the termination date. In no event shall the Authorized Institutions be liable to the Contractor for compensation for any goods neither requested nor accepted by the Authorized Institutions or for any services neither requested by the Authorized Institutions nor satisfactorily performed by the Contractor. In no event shall the Authorized Institutions' exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the Authorized Institutions for any damages or claims arising under this Contract.
- D.6. Termination for Cause. If a Party ("Breaching Party") fails to properly perform its obligations under this Contract, or if a Party materially violates any terms of this Contract ("Breach Condition"), the other Party ("Non-breaching Party") may provide written notice to the Breaching Party specifying the Breach Condition. If within thirty (30) days of notice, the Breaching Party has not cured the Breach Condition, the Non-breaching Party may terminate the Contract. In the event the Non-breaching Party is the State, the State may withhold payments in excess of compensation for completed services or provided goods. The Breaching Party shall not be relieved of liability to the Non-breaching Party for damages sustained by virtue of any breach of this Contract, and the Non-breaching Party may seek other remedies allowed at law or in equity for breach of this Contract.
- D.7. Assignment and Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without the prior written approval of the Authorized Institutions. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The Authorized Institutions reserve the right to request additional information or impose additional terms and conditions before approving an assignment of this

Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.

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

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

- D.9. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal or state law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

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

a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the Authorized Institutions a completed and signed copy of the document at *Pro Forma* Attachment 1, semi-annually during the Term. If the Contractor is a party to more than one contract with the Authorized Institutions, the Contractor may submit one attestation that applies to all contracts with the Authorized Institutions. All Contractor attestations shall be maintained by the Contractor and made available to Authorized Institutions officials upon request.

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

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

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

e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or

regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.

- D.11. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.12. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.13. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the Authorized Institutions as requested.
- D.14. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.
- D.15. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one Party are not employees or agents of the other Party.
- D.16. Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the Authorized Institutions and hold it harmless for any costs to the Authorized Institutions arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.
- D.17. Limitation of Authorized Institutions' Liability. The Authorized Institutions shall have no liability except as specifically provided in this Contract. In no event will the Authorized Institutions be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. The Authorized Institutions' total liability under this Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Estimated Payment Rebates. This limitation of liability is cumulative and not per incident.
- D.18. Limitation of Contractor's Liability. In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Estimated Payment Rebates amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for: (i) intellectual property or any Contractor indemnity obligations for infringement for third-party intellectual property rights; (ii) any claims covered by any specific provision in the Contract providing for liquidated damages; or (iii) any claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death.

D.19. Insurance. Contractor shall provide the Authorized Institution a certificate of insurance ("COI") evidencing the coverages and amounts specified below. The COI shall be provided ten (10) business days prior to the Effective Date and again upon renewal or replacement of coverages required by this Contract. If insurance expires during the Term, the Authorized Institution must receive a new COI at least thirty (30) calendar days prior to the insurance's expiration date. If the Contractor loses insurance coverage, does not renew coverage, or for any reason becomes uninsured during the Term, the Contractor shall notify the Authorized Institution immediately.

The COI shall be on a form approved by the Tennessee Department of Commerce and Insurance ("TDCI") and signed by an authorized representative of the insurer. The COI shall list each insurer's national association of insurance commissioners (also known as NAIC) number or federal employer identification number and list the State of Tennessee, Risk Manager, 312 Rosa L. Parks Ave., 3rd floor Central Procurement Office, Nashville, TN 37243 in the certificate holder section. At any time, the Authorized Institution may require the Contractor to provide a valid COI detailing coverage description; insurance company; policy number; exceptions; exclusions; policy effective date; policy expiration date; limits of liability; and the name and address of insured. The Contractor's failure to maintain or submit evidence of insurance coverage is considered a material breach of this Contract.

If the Contractor desires to self-insure, then a COI will not be required to prove coverage. In place of the COI, the Contractor must provide a certificate of self-insurance or a letter on the Contractor's letterhead detailing its coverage, liability policy amounts, and proof of funds to reasonably cover such expenses. Compliance with Tenn. Code Ann. § 50-6-405 and the rules of the TDCI is required for the Contractor to self-insure workers' compensation.

All insurance companies must be: (a) acceptable to the Authorized Institution; (b) authorized by the TDCI to transact business in the State of Tennessee; and (c) rated A- VII or better by A. M. Best. The Contractor shall provide the Authorized Institution evidence that all subcontractors maintain the required insurance or that the subcontractors are included under the Contractor's policy.

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

The deductible and any premiums are the Contractor's sole responsibility. Any deductible over fifty thousand dollars (\$50,000) must be approved by the Authorized Institution. The Contractor agrees that the insurance requirements specified in this Section do not reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements.

The Authorized Institution agrees that it shall give written notice to the Contractor as soon as practicable after the Authorized Institution becomes aware of any claim asserted or made against the Authorized Institution, but in no event later than thirty (30) calendar days after the Authorized Institution becomes aware of such claim. The failure of the Authorized Institution to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor or its insurer, through its attorneys, the right to represent the Authorized Institution in any legal matter, as the right to represent the Authorized Institution is governed by Tenn. Code Ann. § 8-6-106.

All coverage required shall be on a primary basis and noncontributory with any other insurance coverage or self-insurance carried by the Authorized Institution. The Authorized Institution reserves the right to amend or require additional endorsements, types of coverage, and higher or lower limits of coverage depending on the nature of the work. Purchases or contracts involving any hazardous activity or equipment, tenant, concessionaire and lease agreements, alcohol sales, cyber-liability risks, environmental risks, special motorized equipment, or property may

require customized insurance requirements (e.g. umbrella liability insurance)) in addition to the general requirements listed below.

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

a. Commercial General Liability Insurance

- i. The Contractor shall maintain commercial general liability insurance, which shall be written on an Insurance Services Office, Inc. (also known as ISO) occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises/operations, independent contractors, contractual liability, completed operations/products, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
- ii. The Contractor shall maintain bodily injury/property damage with a combined single limit not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate for bodily injury and property damage, including products and completed operations coverage with an aggregate limit of at least two million dollars (\$2,000,000).

b. Workers' Compensation and Employer Liability Insurance

- i. For Contractors statutorily required to carry workers' compensation and employer liability insurance, the Contractor shall maintain:
 1. Workers' compensation and employer liability insurance in the amounts required by appropriate state statutes; or
 2. In an amount not less than one million dollars (\$1,000,000) including employer liability of one million dollars (\$1,000,000) per accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit by disease, and one million dollars (\$1,000,000) per employee for bodily injury by disease.
- ii. If the Contractor certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Contractor shall furnish written proof of such exemption for one or more of the following reasons:
 1. The Contractor employees fewer than five (5) employees;
 2. The Contractor is a sole proprietor;
 3. The Contractor is in the construction business or trades with no employees;
 4. The Contractor is in the coal mining industry with no employees;
 5. The Contractor is a state or local government; or
 6. The Contractor self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

D.20. Hold Harmless. The Contractor agrees to indemnify and hold harmless the Authorized Institutions as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the Authorized Institutions to enforce the terms of this Contract.

In the event of any suit or claim, the Parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the Authorized Institutions to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the Authorized Institutions in any legal matter, as the right to represent the Authorized Institutions is governed by Tenn. Code Ann. § 8-6-106.

D.21. HIPAA Compliance. The Authorized Institutions and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant

laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Contract.

- a. Contractor warrants to the Authorized Institutions that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.
- b. Contractor warrants that it will cooperate with the Authorized Institutions, including cooperation and coordination with Authorized Institutions privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.
- c. The Authorized Institutions and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the Authorized Institutions and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.
- d. The Contractor will indemnify the Authorized Institutions and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the Authorized Institutions because of the violation.

D.22. Tennessee Consolidated Retirement System. Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, *et seq.*, the law governing the Tennessee Consolidated Retirement System ("TCRS"), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-35-101, *et seq.*, accepts State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.

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

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

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

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

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

D.25. Force Majeure. “Force Majeure Event” means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor’s representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the Authorized Institutions of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the Authorized Institutions within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor’s performance longer than forty-eight (48) hours, the Authorized Institutions may, upon notice to Contractor: (a) cease payment of the fees until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the Authorized Institutions any fees other than those provided for in this Contract as the result of a Force Majeure Event.

D.26. State and Federal Compliance. The Contractor shall comply with all applicable state and federal laws and regulations in the performance of this Contract.

D.27. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 407.

D.28. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties’ agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.

D.29. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.

D.30. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

D.31. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:

- a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
- b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below), which includes *Pro Forma* Attachments 1, 2, 3, and 4, and Exhibit 1;
- c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
- d. the Authorized Entities solicitation, as may be amended, requesting responses in competition for this Contract;
- e. any technical specifications provided to proposers during the procurement process to award this Contract; and
- f. the Contractor's response seeking this Contract.

E. SPECIAL TERMS AND CONDITIONS:

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

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

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

E.3. Prohibited Advertising or Marketing. The Contractor shall not suggest or imply in advertising or marketing materials that Contractor's goods or services are endorsed by the Authorized Institutions. The restrictions on Contractor advertising or marketing materials under this Section shall survive the termination of this Contract.

E.4. Personally Identifiable Information. While performing its obligations under this Contract, Contractor may have access to Personally Identifiable Information held by the Authorized Institutions ("PII"). For the purposes of this Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Contractor agrees it shall not do or omit to do anything which would cause the Authorized Institutions to be in breach of any Privacy Laws. Contractor shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Contractor and in accordance with this Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Contractor shall immediately notify Authorized Institutions: (1) of any disclosure or use of any PII by Contractor or any of its

employees, agents and representatives in breach of this Contract; and (2) of any disclosure of any PII to Contractor or its employees, agents and representatives where the purpose of such disclosure is not known to Contractor or its employees, agents and representatives. The Authorized Institutions reserve the right to review Contractor's policies and procedures used to maintain the security and confidentiality of PII and Contractor shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the Authorized Institutions to enable the Authorized Institutions to verify and/or procure that Contractor is in full compliance with its obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or at the Authorized Institutions' direction at any time in their sole discretion, whichever is earlier, Contractor shall immediately return to the Authorized Institutions any and all PII which it has received under this Contract and shall destroy all records of such PII.

The Contractor shall report to the Authorized Institutions any instances of unauthorized access to or potential disclosure of PII in the custody or control of Contractor ("Unauthorized Disclosure") that come to the Contractor's attention. Any such report shall be made by the Contractor within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Contractor. Contractor shall take all necessary measures to halt any further Unauthorized Disclosures. The Contractor, at the sole discretion of the Authorized Institutions, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Contractor shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to the Authorized Institutions under this Contract or otherwise available at law.

E.5 Intellectual Property. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State concerning or arising out of any claim of an alleged patent, copyright, trade secret or other intellectual property infringement. In any such claim or action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any settlement or final judgment, and the Contractor shall be responsible for all legal or other fees or expenses incurred by the State arising from any such claim. The State shall give the Contractor notice of any such claim or suit, however, the failure of the State to give such notice shall only relieve Contractor of its obligations under this Section to the extent Contractor can demonstrate actual prejudice arising from the State's failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State of Tennessee in any legal matter, as provided in Tenn. Code Ann. § 8-6-106.

E.6 Extraneous Terms and Conditions. Contractor shall fill all orders submitted by the State under this Contract. No purchase order, invoice, or other documents associated with any sales, orders, or supply of any good or service under this Contract shall contain any terms or conditions other than as set forth in the Contract. Any such extraneous terms and conditions shall be void, invalid and unenforceable against the State. Any refusal by Contractor to supply any goods or services under this Contract conditioned upon the State submitting to any extraneous terms and conditions shall be a material breach of the Contract and constitute an act of bad faith by Contractor.

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

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any contract, grant, loan, or cooperative agreement, the

Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

TENNESSEE BOARD OF REGENTS

NAME & TITLE

DATE

UNIVERSITY OF TENNESSEE

NAME & TITLE

DATE

STATE OF TENNESSEE

NAME & TITLE

DATE

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

If the attestation applies to more than one contract, modify this row accordingly. SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	

If the attestation applies to more than one contract, modify the following paragraph accordingly.

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

CONTRACTOR SIGNATURE

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

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION

(Fill out only by selected Contractor)

SAMPLE LETTER OF DIVERSITY COMMITMENT

(Company Letterhead/Logo)

(Address)

(Date)

(Salutation),

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

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

1. Name and ownership characteristics (i.e., ethnicity, gender, Tennessee service-disabled veteran) of anticipated diversity subcontractors and suppliers:

2. Participation estimates (expressed as a percent of the total contract value to be dedicated to diversity subcontractors and suppliers):

_____ %.

3. Description of anticipated services to be performed by diversity subcontractors and suppliers:

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

Further, we commit to:

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

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

Regards,

(Company authority – signature and title)

(Fill out only by selected Contractor)

TRANSITION TIMELINE

Task Number	Task Description	Office of Primary Responsibility	Estimated Time (days)	Remarks
1.01	Establish contact with all current participating Authorized Entities	New Contractor		
1.02	Identify required data elements (e.g. which fields are required and prioritize those fields), then set up processing platform in order to communicate with incumbent vendor	New Contractor		
1.03	Forward required data to incumbent vendor	New Contractor		
1.04	Review requests, build and validate conversion file in accordance with the New Contractor's request	New Contractor		
1.05	Submit conversion file to Program Technical Contractor	New Contractor		
1.06	Review Project and determine feasibility/capability of conversion file.	New Contractor		Concurrent days
1.07	Create a test conversion file initially for one Authorized Entity (selected by Authorized Entities)	New Contractor		Concurrent days
1.08	Ops Check them forward test conversion file to new offeror	New Contractor		Concurrent days
1.09	Review, re-test, and implement test conversion file	New Contractor		
1.10	Complete the conversion of all Authorized Entity files	New Contractor		
1.11	Prep for implementation of all conversion files	New Contractor		
1.12	Coordinate implementation of Transition Plan	New Contractor and Authorized Entities		

Note: The above transition time line plan for transitioning from current contractor if current contractor is not re-selected as the contractor. Offerors may elect to develop their own transition plan including as a minimum the steps above and may produce the plan in a different format (e.g. Microsoft Project).

3. If a second monthly review occurs with minimal or no improvement in the problem areas, the Contractor will be placed on probation, and shall have one (1) additional month to improve its overall service score.
4. If a third monthly review with below-threshold score occurs within the combined three (3) month probationary period, the Contractor shall give a three percent (3%) rebate on the month's revenue back to each Authorized Institution, which has provided revenue to the Contractor.
5. If a fourth below-threshold score occurs within the three (3) months following the combined three (3) month probationary period, the Contractor shall provide a five percent (5%) rebate on the month's revenue back to each Authorized Institution that has provided revenue to the Contractor, and the contract may be terminated by the Authorized Institutions.

(Fill out only by selected Contractor)

**The List of Countries where Travel Card is accepted is listed below.
Please note the Authorized Institution may update this list at any time.**

1. Afghanistan
2. Albania
3. Algeria
4. American Samoa
5. Andorra
6. Angola
7. Anguilla
8. Antigua & Barbuda
9. Argentina
10. Armenia
11. Aruba
12. Australia
13. Austria
14. Azerbaijan
15. Bahamas, The
16. Bahrain
17. Bangladesh
18. Barbados
19. Belarus
20. Belgium
21. Belize
22. Benin
23. Bermuda
24. Bhutan
25. Bolivia
26. Bosnia & Herzegovina
27. Botswana
28. Brazil
29. British Virgin Is.
30. Brunei
31. Bulgaria
32. Burkina Faso
33. Burma
34. Burundi
35. Cambodia
36. Cameroon
37. Canada
38. Cape Verde
39. Cayman Islands
40. Central African Rep.
41. Chad
42. Chile
43. China
44. Colombia
45. Comoros
46. Congo, Dem. Rep.
47. Congo, Repub. of the
48. Cook Islands
49. Costa Rica
50. Cote d'Ivoire
51. Croatia
52. Cyprus

53. Czech Republic
54. Denmark
55. Djibouti
56. Dominica
57. Dominican Republic
58. East Timor
59. Ecuador
60. Egypt
61. El Salvador
62. Equatorial Guinea
63. Eritrea
64. Estonia
65. Ethiopia
66. Faroe Islands
67. Fiji
68. Finland
69. France
70. French Guiana
71. French Polynesia
72. Gabon
73. Gambia, The
74. Gaza Strip
75. Georgia
76. Germany
77. Ghana
78. Gibraltar
79. Greece
80. Greenland
81. Grenada
82. Guadeloupe
83. Guam
84. Guatemala
85. Guernsey
86. Guinea
87. Guinea-Bissau
88. Guyana
89. Haiti
90. Honduras
91. Hong Kong
92. Hungary
93. Iceland
94. India
95. Indonesia
96. Iran
97. Iraq
98. Ireland
99. Isle of Man
100. Israel
101. Italy
102. Jamaica
103. Japan
104. Jersey
105. Jordan
106. Kazakhstan
107. Kenya
108. Kiribati
109. Korea, North
110. Korea, South
111. Kuwait

112. Kyrgyzstan
113. Laos
114. Latvia
115. Lebanon
116. Lesotho
117. Liberia
118. Libya
119. Liechtenstein
120. Lithuania
121. Luxembourg
122. Macau
123. Macedonia
124. Madagascar
125. Malawi
126. Malaysia
127. Maldives
128. Mali
129. Malta
130. Marshall Islands
131. Martinique
132. Mauritania
133. Mauritius
134. Mayotte
135. Mexico
136. Micronesia, Fed. St.
137. Moldova
138. Monaco
139. Mongolia
140. Montserrat
141. Morocco
142. Mozambique
143. Namibia
144. Nauru
145. Nepal
146. Netherlands
147. Netherlands Antilles
148. New Caledonia
149. New Zealand
150. Nicaragua
151. Niger
152. Nigeria
153. N. Mariana Islands
154. Norway
155. Oman
156. Pakistan
157. Palau
158. Panama
159. Papua New Guinea
160. Paraguay
161. Peru
162. Philippines
163. Poland
164. Portugal
165. Puerto Rico
166. Qatar
167. Reunion
168. Romania
169. Russia
170. Rwanda

171. Saint Helena
172. Saint Kitts & Nevis
173. Saint Lucia
174. St Pierre & Miquelon
175. Saint Vincent and the Grenadines
176. Samoa
177. San Marino
178. Sao Tome & Principe
179. Saudi Arabia
180. Senegal
181. Serbia
182. Seychelles
183. Sierra Leone
184. Singapore
185. Slovakia
186. Slovenia
187. Solomon Islands
188. Somalia
189. South Africa
190. Spain
191. Sri Lanka
192. Sudan
193. Suriname
194. Swaziland
195. Sweden
196. Switzerland
197. Syria
198. Taiwan
199. Tajikistan
200. Tanzania
201. Thailand
202. Togo
203. Tonga
204. Trinidad & Tobago
205. Tunisia
206. Turkey
207. Turkmenistan
208. Turks & Caicos Is
209. Tuvalu
210. Uganda
211. Ukraine
212. United Arab Emirates
213. United Kingdom
214. United States
215. Uruguay
216. Uzbekistan
217. Vanuatu
218. Venezuela
219. Vietnam
220. Virgin Islands
221. Wallis and Futuna
222. West Bank
223. Western Sahara
224. Yemen
225. Zambia
226. Zimbabwe

MINIMUM TRAVEL CARD INSURANCE COVERAGE

\$350,000 Automatic Travel Accident Insurance

The coverage is provided to the cardholder, his/her spouse, his/her dependent children, and any Authorized User whose fare has been purchased with a covered account. These individuals will automatically be insured against an accidental injury that is the sole cause of loss of life, limb, sight, speech or hearing while riding as a passenger in, entering or exiting any licensed Common Carrier, provided the entire cost of the passenger fare(s), less redeemable certificates, vouchers or coupons, has been charged to the Travel Card.

If the entire cost of the Common Carrier passenger fare(s) is charged to your account prior to your departure for the airport, terminal or station, coverage is also provided while riding as a passenger in, entering or exiting any Public Conveyance, but only while traveling directly to the airport, terminal or station, immediately preceding departure of the Common Carrier. Coverage ends on the following:

- When you alight from any Public Conveyance after departing from the airport, terminal or station immediately after arrival on the Common Carrier if you travel from the airport, terminal or station on a Public Conveyance; or
- When you depart from the airport, terminal or station immediately after arrival on the Common Carrier if you travel from the airport, terminal or station using other than a Public Conveyance.

This coverage is provided at no additional cost.

\$1,500 Common Carrier Baggage Insurance

The coverage is provided to the cardholder and his/her dependents for permanently lost, stolen, or damaged baggage or personal articles while checked with or carried on a common carrier, when the entire common carrier fare is charged to the Contractor Travel Card.

Coverage for checked baggage and carried on items is up to the maximum benefit amount per occurrence per covered person. If an item is permanently lost, damaged or stolen, it will be repaired or replaced at no additional charge, or the cardholder will be reimbursed up to the maximum benefit amount per item and the maximum benefit amount per occurrence for all eligible items at the insurer's option.

This coverage is excess or secondary to the Common Carrier's liability. Common Carrier Baggage coverage will, after all indemnity from the Common Carrier has been exhausted, be responsible only for the amount not covered by such other indemnity. Coverage is limited to the maximum benefit amount per occurrence, regardless of the number of articles involved. Coverage is not available in states where prohibited.

Auto Rental Collision Damage Waiver (Auto Rental CDW)

This coverage provides the Authorized Institution's cardholders with primary Auto Rental CDW when a cardholder rents a vehicle for business purposes for 45 consecutive days or less and initiates and pays for the entire rental transaction with the Contractor's Travel Card. Coverage will be provided for up to the cash value of rental vehicles. The cardholder, as the primary renter of the vehicle, and any additional drivers permitted by the auto rental agreement are covered.