

# SWC #429 Federal Stimulus Funding Consulting & Program Administration Services

## Contract Information and Usage Instructions

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## **Contract Overview**

### **Contract Period:**

Start Date: April 13, 2022

Initial End Date: April 12, 2025

Final End Date: April 12, 2027 if the State exercises the two (2) one-year renewal options

Note: Per Contract term A.12., if a Contractor's GSA contract expires, the State may terminate the Contractor's contract.

### **Summary/Background Information:**

This Contract is for the provision of Federal Stimulus Funding Consulting and Program Administration Services to assist agencies who have received federal funds, such as American Rescue Plan Act (ARPA) funds. This Contract is a constant-competes with multiple awarded suppliers who will compete on each project requested through a Statement of Work process.

## **Contact Information:**

### **State CPO Contract Administrator:**

Ellen Lipinski

Category Specialist

Central Procurement Office

(615) 741-1174

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### **State Finance and Administration Project Approver:**

[ARPA.Consultant-Request@tn.gov](mailto:ARPA.Consultant-Request@tn.gov)

### **Supplier Contact Information:**

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Edison Supplier #: 7492  
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## **Procedures for Local Governments**

Local Governments, Higher Education, and other non-state agency Authorized Users outlined in Contract Section E.19. are eligible to select any of the awarded Contractors under this Statewide Contract. The State aspects of the review and oversight process, such as endorsements, project requests, state agency review and approval (CPO, COT, and STS), are not applicable to these local users; however, these local users are encouraged to use the selection process options outlined on pages 10 through 14.

## **Procedures for State Agencies**

The requesting State agency or Authorized User (collectively referred to as “Agency”) will use the following purchase guidelines for these contracts:

1. **Initial Project Request:** The Agency will create an initial Project Request draft of the objectives, requirements, costs, funding sources, etc. related to the project. This Project Request should also contain an overview of the agency’s lack of in-house bandwidth or expertise to administer the project and how the consultant will assist the Agency. This Project Request should also outline whether the Contractor could be developing any system that would need to link with any State systems such as Edison. The agency will submit this draft to the Deputy Commissioner of Finance and Administration or their appointed designee for review and approval to ensure this is appropriately within scope of the contract. **See Appendix 1 for a copy of the Project Request Form.**
2. **Draft Statement of Work - Scope:** After the initial project request has been approved by the Department of Finance & Administration, the Agency should create a draft Statement of Work (“SOW”) using the SOW Template and completing the required fields--for the Contractors to fill out. **See Contract Attachment B for the SOW Template.** Note that the Project Request and the scope of the SOW must be consistent. The scope of the SOW should be for the complete Project Request; agencies cannot split Project Requests across multiple SOWs.
  - Note: If the Contractor will have access to confidential data or be hosting any State data, an STS endorsement will be required. The STS endorsement must be approved prior to sending the SOW out to the Contractors.
3. **Draft Statement of Work - Evaluation Criteria:** In the SOW the agency will specify the evaluation criteria that will be used during the evaluation of the responses received by the Contractors. As detailed in the SOW Template (see Contract Attachment B), the evaluation criteria can use both qualitative and quantitative evaluation factors during the evaluation of the project quotes; however, if the evaluation criteria includes

qualitative evaluation criteria then CPO must pre-approve the SOW prior to sending it out to the Contractors.

When CPO pre-approval is necessary, the Agency should provide the following:

- The SOW.
- The Project Request Form.
- Confirmation of F&A approval.
- Confirmation of a submitted STS endorsement where applicable.

Contact the CPO Contract Administrator listed on page 3 for CPO approval.

4. **Communication with Contractors:** The Agency will e-mail the SOW out to all Contractors. **See Appendix 2 for a sample e-mail sending out the SOW.**

The Agency facilitates answering the written questions and comments and conducts any applicable pre-response conferences.

5. **Project Quotes:** Contractors will submit their project quotes by the deadline specified in the SOW. The Agency will use the predetermined evaluation criteria and evaluate the quotes received by the Contractor in accordance with Contract Section A.5.i. **See Appendix 3 for evaluation criteria options available.** Additional important information regarding evaluation can be found in Appendix 3.
6. **Clarifications:** The Agency, as needed, will clarify project quotes with the Contractor(s) to ensure compliance with the terms of the Statewide Contract.
7. **CPO Review:** The agency will send an e-mail to the CPO Contract Administrator containing the completed Project Request, signed STS endorsement if applicable, the SOW, all Contractor quotes, evaluation documentation, clarifications, revisions, and related correspondence. CPO will review for compliance with terms of the contract and procurement process and will issue approval to the Agency to award the project.
  - **Conflict of Interests:** Note: In the event a Conflict of Interest is disclosed, the Agency must report any Conflicts of Interests received from the Contractors or evaluators to the Central Procurement Office in accordance with [CPO Policy 2013-009 Business Conduct and Ethics](#) and wait for further direction before proceeding to the next steps.
  - Note: The Agency must not share any CMS, CJIS, or FTI data with the Contractor, as it is not currently authorized under the Contract.
  - Note: Agencies must maintain all files related to a project and its purchase process, in accordance with applicable State Records Disposition Authorization (RDA) policy.

8. **Notice of Project Award:** After the Agency has received the necessary approvals for the project award, the Agency will send a notice of intended award for the particular Task Order/Purchase Order to all of the Contractors who submitted a project quote. **See Appendix 4 for Sample E-mail notifying all respondents of the award.**
9. **Task Order:** The agency will work with the awarded Contractor to finalize the project quote and create the Task Order for the Contractor to sign. **See Contract Attachment C for a Draft Task Order.** After the Contractor signs and returns, the agency will sign and then create a Purchase Order (“PO”) into Edison, in accordance with their agency’s purchasing procedures. Once the Purchase Order is approved, it will be dispatched to the Contractor.
10. **Purchase Order (“PO”):** When creating a PO, the agency should code it as a contract release order (CRO) type and attribute to the appropriate Edison Contract, and attach the Task Order signed by both parties to the PO. The agency will then dispatch the approved PO, along with the final signed Task Order, to the Contractor and CPO (for recordkeeping).

**Estimated Process Timeline with Expected Service Level Agreement (SLA) Turnaround**

*\*Any reference of "days" signifies "business days"*

<b>Activity</b>	<b>SLA / Turnaround Timeline</b>
F&A Approval of Project Request	5 days after submission to F&A
CPO Approval of SOW (if applicable)	3 days after submission to CPO
SOW Issued to Contractors	N/A
Written “Questions and Clarifications” Deadline	2 days after SOW sent out
State Response to Written “Questions and Clarifications”	2 days after Questions and Clarifications deadline
Project Quote Submission Deadline	7-10 days after SOW issued (depending on scope of project)
Project Quotes Evaluated	≥5 days after project quote submission deadline <i>(Note: At the agency’s discretion, may set timeline based on the option chosen and the number of anticipated responses. For example, if utilizing evaluation option 2 in Appendix 3, an agency needs to allow additional time for the agency’s selection meeting and memo recommendation approval process)</i>
Evaluation and Award Recommendation sent to CPO for approval	2-3 days after evaluation complete

Activity	SLA / Turnaround Timeline
CPO notifies Requesting Agency of Award Approval	3days after Evaluation is sent to CPO
Contractors notified of Project Award	1 day after CPO approves award
Task Order sent to best evaluated Contractor	1 day after Contractor notified of award <i>(Note: This turnaround may be longer if the State requires clarifications to the best evaluated Contractor's Project Quote in order to move forward).</i>
Task Order Contractor Signature Deadline	2 days after TO sent
Task Order Procuring Agency Signature Deadline	1 day after Signed TO is received from Contractor
Edison PO Created and Routed for Approvals	<i>SLA timeline set internally by requesting agency</i>
Edison PO Approved	<i>SLA timeline may vary based on internal requesting agency's approval workflow CPO approval 2 days after receipt (if the award total exceeds \$50,000)</i>
Fully Executed Task Order & PO	1 day after PO is approved in Edison by all approvers

## Project Request Form

### Project Request

This request form is required for approval to run a request for project quotes under SWC 429 for Federal Stimulus Funding Consulting and Program Administration Services. Send the completed document to Finance and Administration at [ARPA.Consultant-Request@tn.gov](mailto:ARPA.Consultant-Request@tn.gov). for approval. For additional guidance, please see the usage instructions available online at the following: <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/state-agencies-/statewide-contract-instruction--swc-.html>.

<b>1. Requesting Agency</b>	
<b>2. Requestor Contact Information</b>	
<b>3. Description of the project with an overview of the objectives and requirements related to the project. (May be provided in a supplemental attachment)</b>	
<b>4. Total Estimated Cost of Project</b>	
<b>5. Project Funding Source(s)</b>	
<b>6. Overview of the agency's lack of in-house bandwidth or expertise to administer the project and how the consultant will assist the agency.</b>	
<b>7. Will the selected Contractor be developing any system that would need to link with State systems (e.g., Edison)</b>	
<b>8. Strategic Technology Solutions Pre-Approval Endorsement Request</b> <i>– information technology service (N/A to THDA)</i>	<input type="checkbox"/> Not Applicable <input type="checkbox"/> Attached
<b>9. Will the Contractor have access to Centers for Medicare &amp; Medicaid Services (CMS), Criminal Justice Information Services (CJIS) or Federal Tax Information (FTI) data?</b>	



## **Sample E-mail Sending Out the SOW**

*Note this is a sample not a model or template. Agency can insert additional information they want to draw to the attention of the Contractors such as response page limits, key dates, etc.*

*A best practice is to include an Outlook delivery receipt to ensure that all Contractors receive the notice in a timely manner to meet Questions and Comments deadline.*

**Subject:** TN SWC 429 **SOW Project Title** Quote Request

**Body:**

"Good Morning/Afternoon,

You are receiving this attached SOW because your company is authorized under State of Tennessee Statewide Contract (SWC) 429 to provide quotes for Federal Stimulus Funding Consulting and Program Administration Services.

The State requires all responses to be sent by e-mail to **State Agency Contact E-mail Address** no later than **Day, MM/DD/YY at 12:00 PM Central Time**. Any project quote received after this designated date and time will be rejected.

All Contractor communications and responses should be directed to **State Agency Contact Name**, at the contact information given below:

**EVALUATION COORDINATOR NAME AND CONTACT INFO**

The State must receive all Written Questions no later than the time and date listed in the Schedule on the attached SOW. *Detail any other response requirements or reference the SOW section detailing response requirements, as appropriate.*

Please note that the Terms and Conditions of Statewide Contract 429 apply. We will not accept any quote that has additional Terms and Conditions. All information submitted to the state is public record. In the quote, do not include proprietary information or wording about information being proprietary or not being able to release documents.

Only one Contractor will be awarded a Task Order for the entire project.

**Please note that per contract section A.5.c.i., Contractor must disclose any potential personal or organizational conflicts of interest.**

### ***E-mail Signature***

### Evaluation Criteria Options

Below are a few options agencies can use to evaluate and award a project. These options are meant to provide flexibility to the agencies based on the nature and scope of the project. Note that whatever option is chosen must be outlined in Section 11 of the SOW provided to all Contractors. Anytime the State will be considering qualitative evaluation factors (such as Option 1 and 2), no less than 3 evaluators who are State Employees must be used as the Evaluation Team. The Evaluation Coordinator and each member of the Evaluation Team must complete Conflict of Interest disclosures prior to conducting any evaluation of project quotes. The Evaluation Coordinator conducting the process below cannot be a member of the Evaluation Team. **Note: if qualitative evaluation criteria are being used, CPO must approve the SOW prior to sending out to the Contractors.**

**Option 1- Split Technical and Cost Scoring**

Agencies should use this option to evaluate Contractors based on both their technical abilities and cost. In this option, each question regarding their technical abilities (“Technical Item”) is individually evaluated and scored. Cost is scored. The weights for the technical and cost sections are separate and pre-defined. Agencies must include the Technical Items in the SOW Section 11 either as a referenced attachment or in the body of the document.

Copy the following table into SOW Section 11 Evaluation Criteria and set the weights appropriately to add up to 100. Cost will not be less than 30% of the total weighting on any SOW issued utilizing this option under this Statewide Contract.

EVALUATION CATEGORY	MAXIMUM POINTS POSSIBLE
<b>Technical Qualifications, Experience &amp; Approach (Refer to <b>SOW Name</b> Technical Response Guide)</b>	<b>NUMBER</b>
<b>Cost (Refer to SOW Section 5, Cost Criteria)</b>	<b>NUMBER ≥ 30% OF TOTAL POINTS</b>

The Evaluation Coordinator will conduct the following evaluation process when utilizing this option:

- a. Sending all responses received to the Evaluation Team with Instructions on How to Evaluate & Deadline to Evaluate.

- b. Evaluators send Technical Response scores for each response back to the Evaluation Coordinator.
- c. Evaluation Coordinator compiles and averages all Technical Response Scores.
- d. Evaluation Coordinator calculates the Cost Score for each project quote utilizing the methodology below:

*Note: The Evaluation Cost Amount for each quote comes from summing up the costs in the pricing provided by the Contractor in response to SOW Section 5 (whether that is the cost of all milestones, deliverables, or extended price of hourly rates x number of hours for all needed positions).*

*The Evaluation 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.*

<b>lowest evaluation cost amount from <u>all</u> project quotes</b>	<b>x SOW SECTION 11 COST WEIGHT = SCORE:</b> <b>(maximum section score)</b>
<b>evaluation cost amount being evaluated</b>	

- e. The Evaluation Coordinator will then create a Selection Recommendation Memo that highlights the respondent recommended to be awarded the project and outlines the technical scores of the Evaluation Team, along with the calculated cost scores.
- f. Submit Selection Recommendation Memo to the Agency's Agency Head or appropriate signatory and receive approval.

An example of a list of technical items and scoring sheet can be found here:



Option 1 Technical Response Guide.doc

An example score evaluation workbook to assist with completing the evaluation of all technical and cost scores can be found here.



Sample Option 1 TechCost Eval Scoring

An example of a Selection Recommendation Memo can be found here:



Sample Selection  
Recommendation M

### **Option 2- Consensus Ranking**

Agencies should use this option to evaluate Contractors based on their combined technical abilities and cost and the overall value provided to the State. In this option, there are questions regarding their technical abilities (“Technical Items”) that the Contractors must respond to, but each question will not be evaluated for an individual score. Rather than individually scoring items, the State will consider the overall value of the project quote provided, including proposed pricing, in relation to the quality of the responses given for the Evaluation Criteria. Assuming there are no disqualifying circumstances, the project quote with the best overall value to the State will be selected.

The Evaluation Coordinator will conduct the following evaluation process under this option:

- a. Sending all responses received to the Evaluation Team with instructions on how to evaluate & deadline to evaluate.
- b. Each evaluator will individually ordinally rank all project quotes (e.g., 1 – the best project quote that provides that best overall value to the State, etc.). When finished, the evaluator will send their rank order assigned for each project quote to the Evaluation Coordinator. The Evaluation Coordinator will compile the rank order results and calculate average ranking for each project quote.
  - a. The Evaluators are allowed to take notes as they see fit to help drive discussion at the Project Quote Selection Meeting outlined below.
- c. The Evaluation Coordinator will then conduct a Project Quote Selection Meeting where the rank order results are presented to the Evaluation Team to drive discussion. The Evaluation Team will discuss the benefits and concerns of each project quote. As a result of this discussion, each individual Evaluator will have an opportunity to revise their individual rankings and re-submit their final ranking order to the Evaluation Coordinator.
- d. The Evaluation Coordinator will then create a Selection Recommendation Memo summarizing the findings of the Evaluation Team and the justification for the selection of the best-ranked Contractor recommended to be awarded the project.
- e. Submit Selection Recommendation Memo to the Agency’s Agency Head or appropriate signatory and receive approval.

**Add the following language to SOW Template, Section 11 as appropriate:**

1. “Selection Process.
  - a. *Method of Selection. The State will review the Respondents’ responses to the Requirements described in **SOW Name** Sections X.*
  - b. *Project Quote Selection. The State will ordinally rank all project quotes, considering the overall value of the project quote response, including proposed pricing, in relation to the quality of the responses given for the Evaluation Criteria. Assuming there are no disqualifying circumstances, the overall best-ranked project quote will be selected.”*

An example of a list of technical items and cost proposal can be found here:



Option 2 Technical  
and Cost Guide.doc

An example of a Selection Recommendation Memo can be found here:



Sample Selection  
Recommendation M

### **Option 3- Low Cost**

The Evaluation Coordinator will conduct the following evaluation process under this option:

- a. The Evaluation Coordinator will identify the Respondent that meets all outlined requirements and provides the lowest not-to-exceed total cost.
- b. The Evaluation Coordinator will then create a Selection Recommendation Memo that highlights the respondent recommended to be awarded the project and the not-to-exceed total costs for each Respondent.
- c. Submit Selection Recommendation Memo to the Agency’s Agency Head or appropriate signatory and receive approval.

### **Add the following language to SOW Template, Section 11 as appropriate:**

“Selection Process.

*The State will review the project quotes received. The Respondent with the Lowest Cost project quote that meets all requirements outlined in the SOW will be selected.*

*Note: The Evaluation Cost Amount for each quote comes from summing up the costs in the pricing provided by the Contractor in response to SOW Section 5 (whether that is the*

*cost of all milestones, deliverables, or extended price of hourly rates x number of hours for all needed positions)."*

An example of a Selection Recommendation Memo can be found here:



Sample Selection  
Recommendation M

**Additional Common Evaluation Criteria Items for consideration with all options:**

Insert the following language into SOW Template Section 1 if any of the requirements are identified as mandatory:

*"Mandatory Requirements. A respondent may be eliminated for failing to meet mandatory requirements ONLY IF the requirements were identified as "Mandatory" in the Project Requirements."*

Insert the following language into SOW Template Section 11 if there is a page limit:

*"Proposal Page Limit. Proposals should be economically prepared, with emphasis on completeness and clarity, and should NOT exceed **NUMBER (#)** pages in length. Proposals, as well as any reference material presented, must be written in English, and must be written on standard 8 ½" x 11" pages and all text must be at least a 12-point font. All pages must be numbered."*

## Sample E-mail Notifying All Respondents of the Award

*Note: It is advised that all Contractors' emails be placed in the BCC line of the email.*

Subject: TN SWC 429, **SOW Project Title** Award

Body: "Good Morning/Afternoon,

The State is awarding Project # **SOW Tracking Number** for **Project Title** to **Winning Contractor Name**. **Winning Contractor** should expect a Task Order (TO) from the State to sign soon.

Thanks to all Contractors for participating.

**E-mail Signature**

**SWC #429 Federal Stimulus Funding Consulting and Program Administration Services**

*[Insert Requesting Authorized User Entity name]*

## **Statement of Work**



**For**

*[Insert Project Title]*

*[Date]*

### **1.0 Statement of Work**

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#### **1.1 Project Title**

This work is being performed under Statewide Contract Number 429 for *[insert a brief description of the project]*.

This Statement of Work (SOW) incorporates by reference the terms and conditions, specifications, and other contract documents of Statewide Contract Number 429. In case of any conflict between this SOW and the Contract, the Contract shall prevail.

#### **1.2 Background**

- *Describe the history of your project and the prior events that brought you to this SOW*

#### **1.3 Reference to other applicable documents**

- *List any pertinent documents or supporting materials pertaining to the SOW*



- *Indicate F&A approval was received for the SOW project*

## 2.0 SOW Schedule

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*Specify the deadline for the Contractor to provide a project quote. This deadline will be no less than seven (7) business days, but it may be longer at the procuring Authorized User's discretion. The SOW will also specify the deadline by which the Contractor may seek written clarifications of the work involved. The procuring Authorized User will provide responses to such clarifications in writing to the Contractor.*

	<b>EVENT</b>	<b>TIME (TIME ZONE)</b>	<b>DATE</b>
1	Statement Of Work Issued	<i>Time, if applicable</i>	<i>Month Day, Year</i>
2	Written "Questions and Clarifications" Deadline	<i>Time</i>	<i>Month Day, Year</i>
3	Authorized User Response to Written "Questions and Clarifications"	<i>Time, if applicable</i>	<i>Month Day, Year</i>
4	Project Quote Submittal Deadline	<i>Time</i>	<i>Month Day, Year</i>
5	Project Quotes Opened and Evaluated	<i>Time, if applicable</i>	<i>Month Day, Year</i>
6	Contractors notified of Project Award	<i>Time, if applicable</i>	<i>Month Day, Year</i>
7	Task Order sent to winning Contractor	<i>Time, if applicable</i>	<i>Month Day, Year</i>
8	Task Order Contractor Signature Deadline	<i>Time</i>	<i>Month Day, Year</i>
9	Task Order Procuring Agency Signature Deadline	<i>Time</i>	<i>Month Day, Year</i>
10	Fully Executed Task Order	<i>Time, if applicable</i>	<i>Month Day, Year</i>

## 3.0 Agency Staffing and Roles

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### 3.1 Staffing

Project Manager – Authorized User

The Authorized User's Project Manager is:

*Name:*

*Address:*

*City:*  
*State & Zip*  
*Phone:*  
*Cell:*  
*Fax:*  
*Email:*

*Insert contact information for any additional relevant staff.*

### **3.2 Authorized User Staff and Roles**

- *Who within the agency will have decision-making authority, including approval of changes, report, documentation and deliverables?*
- *Authorized User staff (if any) to assist with the project effort*
- *Individuals key to the project and detail their roles and responsibilities*

## **4.0 Project Requirements and Deliverables**

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### **4.1 Requirements**

*Describe:*

- *Tasks to be performed and any additional Contractor qualifications for specialized projects*
- *Any known non-standard work schedule tasks*
- *Location(s) where project work is required to be performed or may be performed, including the use of onsite, offsite, and offshore resources at the procuring Authorized User's discretion*
- *Include tasks that do not result in specific deliverables (i.e. project management)*

### **4.2 Authorized User Tasks and Responsibilities**

- *Include tasks to be performed by the agency*
- *Precise definition of all hardware, software, data services, and facilities the agency will provide*

### **4.3 Deliverables**

*Describe:*

- *Items that will be developed or provided from the performance of the tasks (i.e. products, service, plans, status reports, documentation)*
- *Dates for delivery if such date must be mandated*
- *Testing Program Plan*

### **4.4 Exclusions**

*Describe:*

- *Tasks which are not part of the scope of this project*

## **5.0 Cost Criteria**

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### **5.1 Payment Methodology**

*\*Please note:*

- Red* denotes fields that need to be completed by Authorized User before project is sent out.
- Green* denotes fields that need to be completed by Contractor.
- Add additional phases as necessary
- Percent payment of phases Total for “Phased Payment” should add up to 100%

<b>Payment Types</b>	<b>Goods or Services Description</b>	<b>Amount (per compensable increment)</b>
Type 1	<i>Milestone/Phase (include % of project total to be paid upon completion)</i>	<i>\$ XXX</i>
Type 2	<i>Deliverable</i>	<i>\$ XXX</i>
Supplemental	<i>Job Activity/Title</i>	<i>\$ XXX (Rate Per hour/day/ etc.)</i>

*Repeat and/or remove rows above if necessary.*

*\*Note all compensable increments must directly tie back to the hourly rates listed in Contract Section C.3*

## 5.2 SOW Not to Exceed Total Cost

The Contractor’s project quote total cost shall **not** exceed [\_\_\_\_\_] dollars (\$\_\_\_\_) [*specify SOW not to exceed total cost*] for the performance of all activities necessary for or incidental to the performance of work as set forth in this SOW.

## 6.0 Completion Criteria and Final Acceptance Criteria

### 6.1 Completion Criteria

- *The focus of this section is to define the process for submitting, approving and rejecting tasks and deliverables(including testing dates and scenarios)*

### 6.2 Final Acceptance

- *Describe in detail the precise definition of the conditions and criteria that will be applied to determine that the contract has been successfully completed*

## 7.0 Estimated Timeline and Period of Performance

Project must begin no later than [Month, Year] and be completed by [Month, Year].

## 8.0 Project Management (if applicable)

*Describe what will be required as far as project management, which reports will be required, how often these reports will be required, and what must be submitted to the procuring Authorized User.*

## **9.0 State Policies, Standards, and Computing Environment**

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All Contractors should review and reference Contract Section A.5. for more information regarding processes such as submission and evaluation of projects procured under this contract.

State Policies, Standards and Computing Environment can be found on the state Web site at:

<https://www.tn.gov/generalservices/>  
<https://www.tn.gov/generalservices/procurement.html>

*Insert any other relevant links to the latest versions of the policies and standards. For example, if the project is IT-related include the following link: <https://www.tn.gov/finance/strategic-technology-solutions/strategic-technology-solutions/sts-security-policies.html>*

## **10.0 Key Assumptions**

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Any issue or ambiguity related to the scope that the proposer has must be resolved before the Task Order stemming from this project is signed.

*Identify any additional agency or contractor assumptions*

## **11.0 Evaluation Criteria**

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*Detail all evaluation criteria.*

*If additional sections are required for your specific project, please leave the above section numbering as it is and add your new sections here as 12.0, 13.0 etc.*

**Draft Task Order (TO)**

**TO # [INSERT SOW TRACKING #]  
For [Insert Project Title]  
TASK ORDER  
BETWEEN THE  
STATE OF TENNESSEE  
Department of [INSERT  
AGENCY NAME] and  
[INSERT CONTRACTOR  
NAME]**

This Task Order (TO), by and between the State of Tennessee, Department of [INSERT AGENCY NAME], hereinafter referred to as the "State" and [INSERT CONTRACTOR NAME], hereinafter referred to as the "Contractor" is as follows:

The Contractor understands and agrees that this TO is governed by the provisions of Edison Contract Number [INSERT CONTRACTOR EDISON CONTRACT NUMBER], hereinafter referred to as the "Master Contract". In the provision of services pursuant to this TO, the Contractor will conform to these provisions in their entirety. In the event of a conflict between the TO and the Master Contract, the documents shall govern in the order of preference given in the Master Contract.

This TO shall be effective for the period commencing on [INSERT START DATE], and ending on [INSERT END DATE], unless amended.

In no event shall the maximum liability of the State under this TO exceed [INSERT DOLLAR AMOUNT]. For the services provided pursuant to this TO, this amount shall constitute the TO Project Price and the entire potential compensation due the Contractor for the services and all of the Contractor's obligations hereunder regardless of the difficulty, travel, administrative fees, or materials/equipment required. The Contractor shall be compensated as specified in the associated Statement of Work at the rate(s) quoted in the Contractor's project quote and transcribed here:

<b>Service Description</b>	<b>Amount</b> (per compensable increment)
<b>DELIVERABLE</b>	<b>\$Number</b>
<b>JOB TITLE</b>	<b>\$Number per hour</b>
<b>Use &amp; Repeat Rows Above as Necessary</b>	

Payments to the Contractor pursuant to this TO will be made in accordance with the "Payment Terms" of the Master Contract. Invoices shall be submitted to:

[INSERT AGENCY NAME AND BILLING ADDRESS FROM THE SOW]

The State may, at any time and for any reason, terminate this TO in accordance with Contract Section A.5.k.

This agreement may be modified only by a written TO amendment in accordance with Contract Section A.5.j.

INSERT AGENCY AND CONTRACTOR SIGNATURE LINES