



STATE OF TENNESSEE
SOLICITATION # 34549-00710
AMENDMENT # TWO

January 14, 2010

THE SUBJECT SOLICITATION IS HEREBY AMENDED AS FOLLOWS.

- The following Solicitation Schedule of Events updates or confirms scheduled Solicitation dates.**

EVENT	TIME (central time)	DATE	UPDATED / CONFIRMED
1. State Issues Solicitation		December 30, 2009	CONFIRMED
2. Written Questions Due	2:00 p.m.	January 8, 2010	CONFIRMED
3. State Responds to Written Questions		January 14, 2010	UPDATED
4. RESPONSE DEADLINE	2:00 p.m.	January 19, 2010	UPDATED
5. State Identifies Responsive & Responsible Solicitation Responses		January 20, 2010	UPDATED
6. State Identifies the Best, Responsive & Responsible Cost Offer		January 21, 2010	CONFIRMED
7. State Releases Award Notification	2:00 p.m.	January 21, 2010	CONFIRMED
8. Contract Signing		February 2, 2010	CONFIRMED
9. Contractor Signature Deadline	2:00 p.m.	February 3, 2010	CONFIRMED
The state reserves the right, at its sole discretion, to amend or cancel this solicitation at any time.			

- The following State responses to the questions detailed shall amend or clarify this Solicitation accordingly.** (NOTE: Any restatement of Solicitation text in the Question/Comment column below shall NOT be construed to change the actual wording of the Solicitation document.)

[The text of questions is exactly as submitted by the Proposers. The State has not edited them in any way.]

	QUESTION/COMMENT	STATE RESPONSE
1.	Are the terms of the bid documents open for negotiation?	No.
2.	In section A please provide additional clarification on the term “technical assistance”?	The term “technical assistance” entails providing knowledgeable manpower to assist the local weatherization agencies in complying with the terms of their grant contracts.
3.	A2 – Who will have access to the technical assistance – State/ Local Weatherization Agencies /Contractors?	The State and local weatherization agencies.
4.	A2 - Can the State provide any more clarification on the details included in “management of weatherization services”?	Refer to Solicitation Attachment 6, which depicts the WAP Workflow.
5.	A2 – A2 talks about “weatherization services to include all processes subsequent to the point of application approval to post-audit” – there is difference from state to state in the implementation of “weatherization services” - can the state provide a process map to provide more detail of what is included in this process?	Refer to the response to Item #4.
6.	A3 – Will the state provide to the contractor the current regulations described and any changes or additions to those regulations that occur during the term of the contract?	Refer to http://www.waptac.org/sp.asp?id=1812 . It is responsibility of the Contractor to remain current regarding all Weatherization Assistance Program (WAP) regulations.
7.	A4 – What are the current state requirements pertaining to the methodology for conducting pre and post energy audits?	Use of the NEAT/MHEA tools is a contract requirement for the local WAP agency.
8.	A4 – What is the current methodology for the training/professional requirements of those who perform energy audits?	Individuals who perform the energy audits were grandfathered in with previous audit experience in weatherization or certified as having completed the TVA training course.
9.	A4 – How does the state and/or local weatherization agencies currently train/certify new energy auditors?	Refer to the response to Item #8.
10.	A4 - Does the state and/or local weatherization agencies use an outside vendor to facilitate this training/certification? If yes – how will the current vendor work with the new contractor to fulfill future training/certification?	Yes, the training was provided by the Tennessee Valley Authority (TVA). The training contemplated under this contract will supplement any training that has already occurred or may be provided by TVA.
11.	A5 – Does each local weatherization agency currently utilize the NEAT/MHEA software?	Yes.
12.	A5 – Is it currently a requirement for each energy auditor to utilize the NEAT/MHEA software for pre and post energy audits? If yes please describe current compliance rate and/or competence level with the software?	Use of the NEAT/MHEA tool is a contract requirement for the local weatherization agencies. Data regarding current compliance rate/and or competence level with the software is not available.

	QUESTION/COMMENT	STATE RESPONSE
13.	A6 –What technical assistance will the state be looking for in developing the proper methodology for awarding contracts to private vendors?	Technical assistance to ensure that the methodology is fair, equitable, and minimizes the opportunity for fraud and abuse.
14.	A7 – Is the State expecting the contractor to be identifying installer performance deficiencies or only make themselves available to the local weatherization agencies when the agency identifies a deficiency and asks for help?	The Contractor is not expected to identify specific installer performance deficiencies.
15.	A8 – Will it be the contractors responsibility to assist by providing council in how and where the agency may find additional energy auditors and/or installers or will it be the contractor’s responsibility to find the additional energy auditors and/or installers?	The Contractor will assist the local WAP agency in identifying additional energy auditors and/or installers.
16.	A8 – If the contractor is required to help local weatherization agencies meet production bench marks by outreach to potential clients – is there additional funding set aside to facilitate outreach – or should it be billed through the “technical assistance/training” hourly rate?	Contractor responsibilities related to outreach are limited to technical assistance and will be billed at the hourly rate. Additional expenses that may be incurred for outreach are not the responsibility of the Contractor.
17.	A9 – Will the state provide training to the contractor on how they want the process done – so then the contractor can train local weatherization agencies personnel that desire or need help?	Yes.
18.	A15 – Does the state want analysis of data for the entire length of the contract or only for the initial 120 days for the report discussed in A16?	Please refer to Attachment #1 <i>Pro Forma Contract</i> revised Section A.16.
19.	A15 – Does the state want analysis of every file (customer data per address weatherized) or a sampling of the files to “ensure quality and consistency in the determination of weatherization needs for individual dwellings”?	Sampling is an acceptable method but must follow a statistically valid protocol.
20.	A15 – What files/data/reports will be available to the contractor for the analysis?	An electronic pdf copy of the work order as generated by the NEAT/MHEA tool for each home that has been weatherized. Backup documentation, which may be electronic or in hard copy, may be obtained from the local WAP agencies.
21.	A15 – If some of the files/data/reports will be generated from the NEAT software please specify which NEAT reports the local social agencies will make available for analysis?	The NEAT/MHEA work order will be provided by the state.
22.	A15 – Will the format of the files/data/reports that are made available to the contractor for analysis be consistent across the 18 agencies?	The NEAT/MHEA work order provided by the state will be consistent across the 18 agencies.
23.	A15 – Will the files/data/reports be electronic or written?	Refer to the response to Item #20.
24.	A15 - If the reports are electronic what format or file type will they be in?	They will be in pdf format.

	QUESTION/COMMENT	STATE RESPONSE
25.	A15 – How will the contractor get the files for analysis? – and how often?	The Contractor will be provided electronic data access.
26.	A15 – Does evaluating the current energy audit practices involve any onsite evaluations or visits?	No.
27.	A17 – Will the state pay for facility rental for training if needed? If so how will that be invoiced?	The State would pay for facility rental directly.
28.	C3 - The hourly rate requested for “technical assistance/training” encompasses numerous specialties and disciplines - does the state want one hourly rate quoted regardless of the discipline required?	Yes.
29.	C3 – The current format for “technical assistance/training” does not guarantee any hours to the contractor yet the state is providing an evaluation factor of 8000 hours. For the contractor to be in a position to adequately service the contract and have the ability to offer 8000 hours of “technical assistance/training” there will be ramp up expenses incurred by the contractor regardless of whether any hours are billed. In the ARRA funding for Weatherization the DOE provided 10% of total amount of award to begin ramping up - prior to the state application being approved – would the state consider a similar arrangement with the contractor by guaranteeing 10% of the total number of hours estimated and in doing so provide assurance that the contractor could cover the expense incurred to ramp up infrastructure to be able to service the contract?	While the State will not guarantee a specific number of hours, it is reasonable for Offerors to estimate 800 hours for planning purposes. The State will not consider ramp up expenses.
30.	C6 – What are the payment terms – once contractor submits correct invoice how many days until the state pays the contractor via ACH?	The State will make payment within forty-five (45) days of invoice receipt.

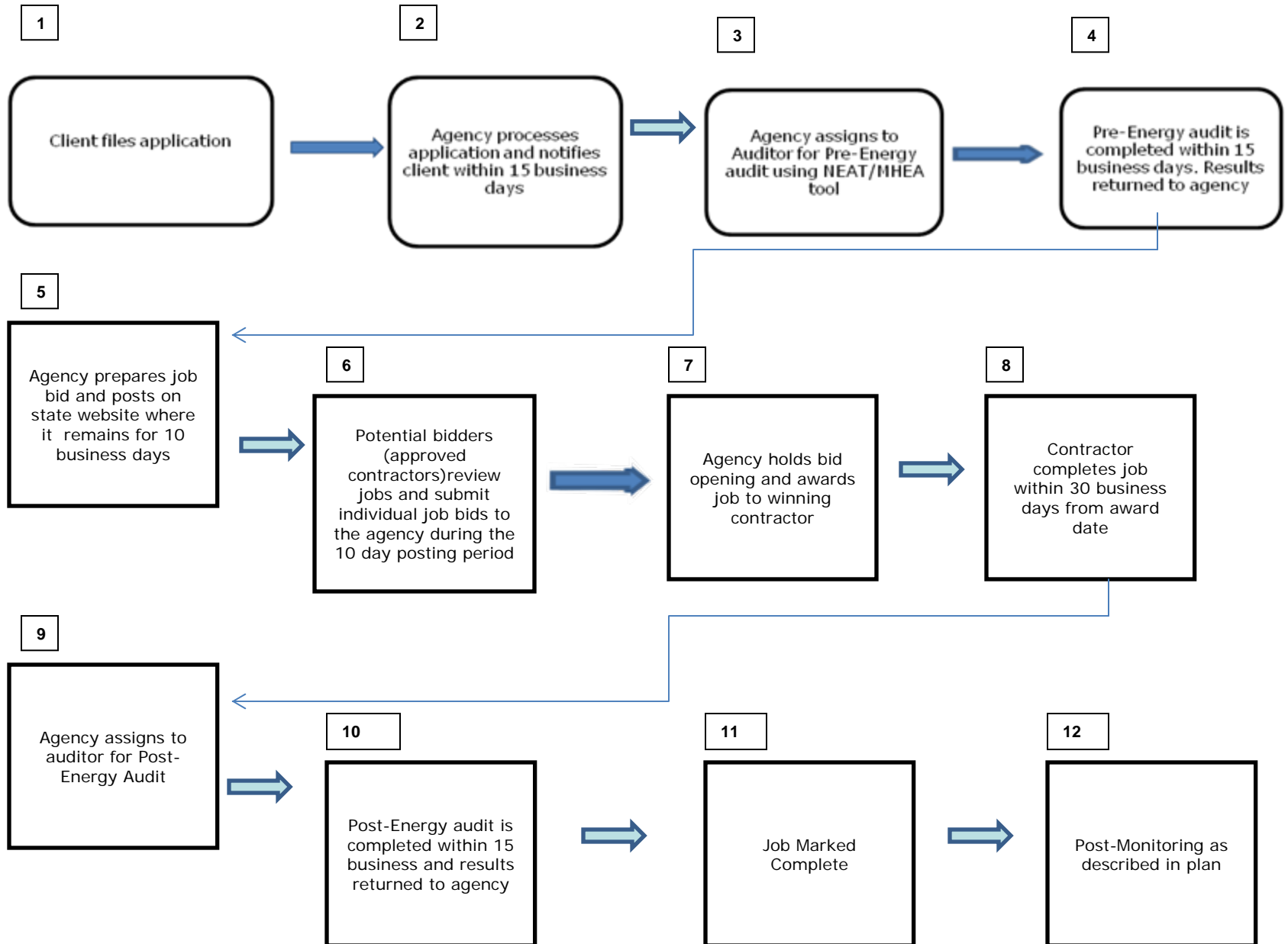
3. Delete Attachment #1 Pro Forma Contract Section A.16. in its entirety and insert the following in its place:

A. 16. *The Contractor shall provide a written report to the State within one hundred twenty (120) days of the contract start date. Said report shall include analysis of homes weatherized from July 1, 2009 to the point that the report is prepared. It shall present conclusions regarding energy audits and make commensurate recommendations to the State for improvements in the energy audit process to ensure quality and maximize energy saving potential for weatherized homes. Said report shall also include recommendations for training necessary to improve quality and maximize energy savings.*

New text in the above revised section is highlighted in yellow.

4. Add the following as Solicitation Attachment 6:

Solicitation 34549-00710 ATTACHMENT 6 WAP ARRA Workflow





STATE OF TENNESSEE
SOLICITATION # 34549-00710
AMENDMENT # ONE

January 13, 2010

THE SUBJECT SOLICITATION IS HEREBY AMENDED AS FOLLOWS.

1. **The following Solicitation Schedule of Events updates or confirms scheduled Solicitation dates.**

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STATE OF TENNESSEE
DEPARTMENT OF HUMAN SERVICES

SOLICITATION # 34549-00710

**PROFESSIONAL SERVICE SOLICITATION FOR
TECHNICAL ASSISTANCE RELATED TO THE MANAGEMENT OF THE
WEATHERIZATION ASSISTANCE PROGRAM**

1. INTRODUCTION

The state intends to award a contract for the provision of technical assistance in the management, delivery and analysis of the Weatherization Assistance program. Said technical assistance may include, but not be limited to, analysis of statewide data related to weatherization projects from pre- and post-audits to determine trends and patterns, development and delivery of training to pre-auditors as necessary to achieve consistency with weatherization standards and health and safety considerations, and assumption of the role of weatherization contractors that are not able to perform.

2. SCOPE OF SERVICE, CONTRACT PERIOD, TERMS AND CONDITIONS

The *Pro Forma* Contract (Solicitation Attachment 1) represents the contract document that the contractor selected by the state must sign.

3. PROCUREMENT SCHEDULE

The state reserves the right, at its sole discretion, to adjust the procurement schedule as necessary. The following table represents the best estimate of the schedule that will be followed.

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4. RESPONSE REQUIREMENTS

An offer in response to this solicitation must consist of two parts, *Qualifications Evidence* (including any supporting documentation) and *Cost Offer*, exactly as specified below.

- 4.1. **Qualifications Evidence.** The Qualification Evidence and supporting documentation must detail responses or provide documentation as required to address each of the following requirements (of the potential contractor or potential contractor's employees as applicable):
- a. Detail the name, e-mail address, mailing address, telephone number, and facsimile number of the contact person regarding the offer.
 - b. Submit a *Statement of Certifications and Assurances* document (Attachment 2) completed and signed by an individual empowered to bind the Offeror to the provisions of this solicitation and any resulting contract. The document must be signed without exception or qualification. **NOTE: If the signatory of this document is not the Offeror (if an individual) or the Offeror's President or Chief Executive Officer, evidence indicating the signatory's authority to bind the Offeror MUST BE ATTACHED to the document.**
 - c. Submit a *Conflict of Interest Attestation* document (Attachment 3), signed by an individual empowered to bind the Offeror to the provisions of this solicitation and any resulting contract.
 - d. Provide documentation of previous Offeror experience in analyzing and reporting on weatherization data. Said documentation must include a statement on company letterhead signed by an individual empowered to bind the Offeror to the provisions of this solicitation and any resulting contract and one (1) sample of an analysis and report previously prepared for a government entity.
 - e. Provide documentation of previous knowledge in performing energy audits and installation of weatherization measures, as well as experience training regarding these two topics. Said documentation must include a statement on company letterhead signed by an individual empowered to bind the Offeror to the provisions of this solicitation and any resulting contract identifying the entities for which these services were provided, the commensurate timeline, and that nature and scope of the work.
 - f. Provide documentation that the Offeror currently has infrastructure in Tennessee to service this contract.
 - g. Provide a copy of a currently valid certificate of insurance indicating Comprehensive Commercial General Liability with a bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.
 - h. Provide a copy of a currently valid certificate of insurance indicating Workers' Compensation/ Employers' Liability (including all states coverage) with a limit not less than the relevant statutory amount or one million dollars (\$1,000,000) per occurrence for employers' liability whichever is greater.
- 4.2. **Cost Offer.** The Cost Offer must be in the form of a completed, exact copy of the *Cost Offer* document (Attachment 4).

NOTICE: The Cost Offer must incorporate ALL costs for services under the contract for the total contract period, and it must record the proposed price of the subject service exactly as required by the Cost Offer document and must NOT record any other rates, amounts, or information.

5. RESPONSE SUBMISSION FORMAT AND DELIVERY

5.1. SUBMISSION FORMAT

- 5.1.1. The Qualifications Evidence outlined above in items 4.1.a-h. must be submitted to the State in the following form:
- 5.1.2. One (1) original must be placed in one sealed envelope labeled "**Qualifications Evidence—Solicitation #: 34549-00710**" and stating the legal name of the entity submitting the solicitation response. **Do not include the hard copy Cost Offer or any cost information.**

- 5.1.3. One (1) completed, exact copy of the Cost Offer must be submitted in a **separate sealed envelope** labeled "**Cost Offer—Solicitation #: 34549-00710**" and stating the legal name of the entity submitting the solicitation response.
- 5.1.4. Any information in addition to that which is explicitly required in 4.1. and 4.2. above will be considered extraneous and not reviewed or evaluated.

5.2. RESPONSE DELIVERY

No later than the response deadline detailed in procurement schedule above, a potential contractor must deliver to the state ALL documentation required for both the *Qualifications Evidence* and the *Cost Offer* components of an offer in response to this solicitation. It must be delivered to:

Sandra Gray, Director
Contract Performance and Administration
Tennessee Department of Human Services
400 Deaderick Street
Citizens Plaza Building; 11th Floor
Nashville, TN 37243-1403
RFX.DHS@tn.gov
Phone: (615) 313-4794
Fax: (615) 313-5356

6. EVALUATION PROCESS

A team of at least three procuring agency employees will review the *Qualifications Evidence* and any supporting documentation submitted with each offer. For an offer to be acceptable and eligible for contract award, the evaluators must determine that it documents that the Offeror meets minimum qualifications and requirements specified by the solicitation and is, at least, minimally acceptable as a contractor for the subject services. The procurement coordinator will review the *Cost Offer* submitted by each Offeror deemed acceptable for contract award by evaluators to assess whether it complies, without qualification, with solicitation instructions. The procurement coordinator will identify the responsive, responsible *Cost Offer* indicating the lowest cost to the state. The procuring agency will award the contract to the individual or entity making said offer indicating the lowest cost to the state.

7. GENERAL INFORMATION

- 7.1. **Nondiscrimination.** No person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of a contract pursuant to this solicitation or in the employment practices of the contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The contractor pursuant to this solicitation shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- 7.2. **Conflict of Interest.** For the purposes of applying these requirements, the state will deem an individual to be an employee or official of the State of Tennessee until such time as all compensation for salary, termination pay, and annual leave has been paid. This solicitation shall not result in a contract with:
- an individual who is, or within the past six months has been, an employee or official of the State of Tennessee;
 - a company, corporation, or any other contracting entity in which an ownership of two percent (2%) or more is held by an individual who is, or within the past six months has been, an employee or official of the State of Tennessee (this will not apply either to financial interests that have been placed into a "blind trust" arrangement pursuant to which the employee does not have knowledge of the retention or disposition of such interests or to the ownership of publicly traded stocks or bonds where such ownership constitutes less than 2% of the total outstanding amount of the stocks or bonds of the issuing entity); or,
 - a company, corporation, or any other contracting entity which employs an individual who is, or within the past six months has been, an employee or official of the State of Tennessee in a position that would allow the direct or indirect use or disclosure of information, which was obtained through or in connection with his or her employment and not made available to the general public, for the purpose of furthering the private interest or personal profit of any person.

- 7.3. **Disclosure of Response Contents.** All materials submitted to the state in response to this solicitation become the property of the State of Tennessee. Selection for award does not affect this right. Upon completion of evaluations, indicated by the award notification (refer to the Procurement Schedule), the full contents and associated documents submitted in response to this solicitation will be open for review by the public. By submitting a response to this solicitation, a potential contractor acknowledges and accepts that the full contents and associated documents submitted in response to this solicitation will become open to public inspection.
- 7.4. **Communication.** Any communication regarding this *Professional Service Solicitation for Technical Assistance Related to the Management of the Weatherization Assistance Program* must be directed in writing to the procurement coordinator via e-mail at: RFX.DHS@tn.gov and reference RFS #: 34549-00710 in the subject line.
- 7.5. **Question and Answer Period.** In the interest of providing respondents with sufficient information to prepare their *Cost Offers*, the State will facilitate a question and answer period. Questions must be submitted in writing via e-mail to RFX.DHS@tn.gov in accordance with the Procurement Schedule outlined in item # 3. above. The State, at its sole discretion, will prepare responses to the questions and post them via an amendment to this Solicitation at: <http://www.state.tn.us/finance/rds/ocr/rfp.html>.
- 7.6 **Additional Information.** Additional information regarding this solicitation is in Attachment 5 *Number of Residential Units by Agency Projected for Participation in the Weatherization Assistance Program*, and at <http://tn.gov/humanserv/adfam/weatherization.pdf>, where a list of Tennessee Weatherization Assistance Program Agencies is located.

SOLICITATION # 34549-00710
ATTACHMENT 1 –PRO FORMA CONTRACT

CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF HUMAN SERVICES
AND
CONTRACTOR NAME

This Contract, by and between the State of Tennessee, Department of Human Services, hereinafter referred to as the "State" and CONTRACTOR LEGAL ENTITY NAME, hereinafter referred to as the "Contractor," is for the provision of services to assist in the management, delivery, and analysis of the weatherization assistance program, 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 Federal Employer Identification or Social Security Number: ID NUMBER

Contractor Place of Incorporation or Organization: LOCATION

A. SCOPE OF SERVICES:

- A.1. The Contractor shall provide all service and deliverables as required, described, and detailed by this Scope of Services and shall meet all service and delivery timelines specified in the Scope of Services section or elsewhere in this Contract.
- A.2. The Contractor shall provide technical assistance in the management of weatherization services to include all processes subsequent to the point of application approval to post-audit.
- A.3. The Contractor shall provide technical assistance in the management of weatherization services in accordance with all applicable U.S. Department of Energy regulations; all applicable Office of Management and Budget (OMB) circulars; and all applicable Department of Human Services' program or fiscal policy memorandums issued before the contract end date.
- A.4. The Contractor shall provide technical assistance in the proper methodology for conducting a pre- and post-energy audit in order to satisfy U.S. Department of Energy requirements.
- A.5. The Contractor shall provide technical assistance in the usage of the National Energy Audit Tool (NEAT) or the Manufactured Home Energy Audit (MHEA) in the performance of pre- and post-audits.
- A.6. The Contractor shall provide technical assistance in the proper methodology to award contracts to private vendors through a competitive bidding process, as approved by the State.
- A.7. The Contractor shall provide technical assistance in identifying and implementing appropriate measures to resolve weatherization installer performance deficits that fail to adhere to sound building science.
- A.8. The Contractor shall provide technical assistance in order to help local weatherization agencies meet their production benchmarks. Said assistance shall include identification of a sufficient pool of energy auditors and/or weatherization installers, and if necessary, outreach to potential clients.

- A.9. The Contractor shall provide technical assistance to aid local weatherization agencies in the submission of financial and client services reports, including wage information and invoices in a form and frequency prescribed by the State.
- A.10. The Contractor shall, at the request of the State, assist agencies identified by the State for corrective action measures in the development and execution of a corrective action plan in order to enable the agency to become compliant with their grant contract.
- A.11. The Contractor acknowledges and understands that the timeframe for supplying a project manager to provide technical assistance is situation dependent and that the State will prescribe a timeframe commensurate with a given situation at the time a request for technical assistance is made. After the receipt of such request, the Contractor shall respond to the State with a plan to provide technical assistance within five (5) business days. Such plan is subject to written approval of the State.
- A.12. The Contractor shall present to the State in advance of their assignment, the resumes of all individuals to be assigned as a project manager. Said individuals shall demonstrate actual experience, knowledge, and skills in weatherization measures, including the use of MHEA and NEAT tools. The State, at its sole discretion, reserves the right to refuse any personnel for use in the performance of this contract.
- A.13. The Contractor shall have sufficient skilled resources and infrastructure to operationalize and provide technical assistance on a statewide basis to up to eighteen (18) local weatherization agencies, as requested by the State. The Contractor shall not assume that this contract will result in the State requesting their technical assistance at any local weatherization agency.
- A.14. The Contractor shall report to the State on the effectiveness of technical assistance to improve weatherization operations in a local agency in a manner and according to a timeframe prescribed by the State.
- A.15. The Contractor shall perform an analysis of statewide weatherization audit data to ensure quality and consistency in the determination of weatherization needs for individual dwellings. In addition, the Contractor shall evaluate the current energy audit practices of each local agency involved in the State's weatherization program to help maximize the potential energy savings benefit for each home weatherized.
- A.16. The Contractor shall provide a written report to the State within one hundred twenty (120) days of the contract start date. Said report shall present conclusions regarding energy audits and make commensurate recommendations to the State for improvements in the energy audit process to ensure quality and maximize energy saving potential for weatherized homes. Said report shall also include recommendations for training necessary to improve quality and maximize energy savings.
- A.17. The Contractor shall, at the request of the State, develop and offer training necessary to address the recommendations made in Section A.16. and/or for the purpose of addressing any deficits or inconsistencies identified in energy pre-audits and addressing issues identified while providing technical assistance or training to local weatherization agencies. Said training shall:
- a. Provide the opportunity for hands-on experience where appropriate;
 - b. Employ a curriculum based on training recipient needs;
 - c. Tailor each class to the experience and needs of the students; and
 - d. As appropriate, use technology to enhance the learning experience, especially as related to audit education principles.

- A.18. The Contractor shall collaborate with the State to enhance the existing the weatherization program to identify and disseminate best practices and to ensure the existence of core competencies.
- A.19. The State will work with the Contractor regarding locating, planning, and implementation of training sessions, if training for multiple sites is required.
- A.20. The State will identify and refer to the Contractor entities requiring technical assistance.

B. CONTRACT TERM:

This Contract shall be effective for the period commencing on February 3, 2010 and ending on September 30, 2010. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed WRITTEN DOLLAR AMOUNT (\$NUMBER). The payment rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1.
 - a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in Section A.
 - b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	Amount (per compensable increment)
Analysis and Report of Statewide Weatherization Audit Data (Reference Items A.15.& A.16.)	\$ NUMBER
Technical Assistance/Training	\$ NUMBER per HOUR

- c. The Contractor shall not be compensated for travel time to the primary location of service provision.

C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.

C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in Section C.3, above, and as required below prior to any payment.

a. The Contractor shall submit invoices no more often than monthly, with all necessary supporting documentation, to:

Lisa Elam, Director of Adult and Family Services Contracts
Tennessee Department of Human Services
Citizens Plaza Building, 12th Floor
400 Deaderick St.
Nashville, TN 37243-1403

b. The Contractor agrees that each invoice submitted shall clearly and accurately (all calculations must be extended and totaled correctly) detail the following required information.

- (1) Invoice/Reference Number (assigned by the Contractor);
- (2) Invoice Date;
- (3) Invoice Period (period to which all invoiced charges are applicable);
- (4) Contract Number (assigned by the State to this Contract);
- (5) Account Name: Department of Human Services, Division of Adult and Family Services;
- (6) Account/Customer Number (uniquely assigned by the Contractor to the above-referenced Account Name);
- (7) Contractor Name;
- (8) Contractor Federal Employer Identification Number or Social Security Number (as referenced in this Contract);
- (9) Contractor Contact (name, phone, and/or fax for the individual to contact with billing questions);
- (10) Contractor Remittance Address;
- (11) Complete Itemization of Charges, which shall detail the following:
 - i. Service or Milestone Description (including name /title as applicable) of each service invoiced;
 - ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced;
 - iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced;
 - iv. Amount Due by Service; and
 - v. Total Amount Due for the invoice period.

c. The Contractor understands and agrees that an invoice to the State under this Contract shall:

- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
- (2) not include any future work but will only be submitted for completed service; and
- (3) not include sales tax or shipping charges.

d. The Contractor agrees that timeframe for payment (and any discounts) begins when the State is in receipt of each invoice meeting the minimum requirements above.

- e. The Contractor shall complete and sign a "Substitute W-9 Form" provided to the Contractor by the State. The taxpayer identification number contained in the Substitute W-9 submitted to the State shall agree to the Federal Employer Identification Number or Social Security Number referenced in this Contract for the Contractor. The Contractor shall not invoice the State for services until the State has received this completed form.
- C.6. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.
- C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.
- C.8. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any Contract between the Contractor and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Contractor.
- C.9. Automatic Deposits. The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Contractor by the State. Once this form has been completed and submitted to the State by the Contractor all payments to the Contractor, under this or any other Contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Contractor shall not invoice the State for services until the Contractor has completed this form and submitted it to the State.
- D. STANDARD TERMS AND CONDITIONS:**
- D.1. Required Approvals. The State is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as

identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.

- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract 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 Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. 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 disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Prohibition of Illegal Immigrants. The requirements of Public Acts of 2006, Chapter Number 878, of the state of Tennessee, 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 hereby attests, certifies, warrants, and assures 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 State a completed and signed copy of the document at Attachment A, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the Contractor and made available to state officials upon request.
 - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, 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 relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the Contractor and made available to state officials upon request.
 - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
 - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or

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

- D.9. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) 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.10. 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.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon 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 such 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 hereto.
- D.13. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either 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 shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.
- D.14. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.15. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.18. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, 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 relating hereto, whether written or oral.

D.19. 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 hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.

D.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of 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, these special terms and conditions shall control.

E.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. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

NAME & TITLE OF STATE CONTACT PERSON
STATE AGENCY NAME
ADDRESS
EMAIL ADDRESS
Telephone # NUMBER
FAX # NUMBER

The Contractor:

NAME & TITLE OF CONTRACTOR CONTACT PERSON
CONTRACTOR NAME
ADDRESS
EMAIL ADDRESS
Telephone # NUMBER
FAX # NUMBER

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

E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- E.4. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in *Tennessee Code Annotated*, Section 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 pursuant to *Tennessee Code Annotated*, Title 8, Chapter 35, Part 3 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 may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the period of this Contract.
- E.5. Voluntary Buyout Program. The Contractor acknowledges and understands that, for a period of two years beginning August 16, 2008, restrictions are imposed on former state employees who received a State of Tennessee Voluntary Buyout Program (VBP) severance payment with regard to contracts with state agencies that participated in the VBP.
- a. The State will not contract with either a former state employee who received a VBP severance payment or an entity in which a former state employee who received a VBP severance payment or the spouse of such an individual holds a controlling financial interest.
 - b. The State may contract with an entity with which a former state employee who received a VBP severance payment is an employee or an independent contractor. Notwithstanding the foregoing, the Contractor understands and agrees that there may be unique business circumstances under which a return to work by a former state employee who received a VBP severance payment as an employee or an independent contractor of a State contractor would not be appropriate, and in such cases the State may refuse Contractor personnel. Inasmuch, it shall be the responsibility of the State to review Contractor personnel to identify any such issues.
 - c. With reference to either subsection a. or b. above, a contractor may submit a written request for a waiver of the VBP restrictions regarding a former state employee and a contract with a state agency that participated in the VBP. Any such request must be submitted to the State in the form of the *VBP Contracting Restriction Waiver Request* format available from the State and the Internet at: www.state.tn.us/finance/rds/ocr/waiver.html. The determination on such a request shall be at the sole discretion of the head of the state agency that is a Party to this Contract, the Commissioner of Finance and Administration, and the Commissioner of Human Resources.
- E.6. Insurance. The Contractor shall carry adequate liability and other appropriate forms of insurance.
- a. The Contractor shall maintain, at minimum, the following insurance coverage:
 - (1) Workers' Compensation/ Employers' Liability (including all states coverage) with a limit not less than the relevant statutory amount or one million dollars (\$1,000,000) per occurrence for employers' liability whichever is greater.
 - (2) Comprehensive Commercial General Liability with a bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.

At any time State may require the Contractor to provide a valid Certificate of Insurance detailing Coverage Description; Insurance Company & Policy Number; Exceptions and Exclusions; Policy Effective Date; Policy Expiration Date; Limit(s) of Liability; and Name and Address of Insured.

Failure to provide required evidence of insurance coverage shall be a material breach of this Contract.

- E.7. 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 State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Contractor to disclose any information that is confidential under federal or state law or regulations, 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 State or third parties.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

- E.8. Incorporation of Additional Documents. Included in this Contract by reference are the following documents:

- a. The Contract document and its attachments
- b. All Clarifications and addenda made to the Contractor's Solicitation Response
- c. The Solicitation and its associated amendments
- d. Technical Specifications provided to the Contractor
- e. The Contractor's Solicitation Response

In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these documents shall govern in order of precedence detailed above.

- E.9. Prohibited Advertising. The Contractor shall not refer to this Contract or the Contractor's relationship with the State hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed. It is expressly understood and agreed that the obligations set forth in this section shall survive the termination of this Contract in perpetuity.

- E.10. 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 undersigned, 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 this 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 section 1352, title 31, *U.S. Code*.

E.11. 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.

E.12. Limitation of Liability. The parties agree that the Contractor's liability under this Contract shall be limited to an amount equal to two (2) times the Maximum Liability 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 intentional torts, criminal acts, or fraudulent conduct.

E.13. Hold Harmless. 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, 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 State in the event such service is necessitated to enforce the terms of this

Contract or otherwise enforce the obligations of the Contractor to the State.

In the event of any such suit or claim, the Contractor shall give the State immediate notice thereof and shall provide all assistance required by the State in the State's defense. The State shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by *Tennessee Code Annotated*, Section 8-6-106.

- E.14. Federal Economic Stimulus Funding. This Contract requires the Contractor to provide products and/or services that are funded in whole or in part under the American Recovery and Reinvestment Act of 2009, Public Law 111-5, (Recovery Act). The Contractor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of the Recovery Act are met and that the Contractor provides information to the State as required.

The Contractor (and any subcontractor) shall comply with the following:

- a. Federal Grant Award Documents, as applicable.
- b. Executive Office of the President, Office of Management and Budget (OMB) Guidelines as posted at www.whitehouse.gov/omb/recovery_default/, as well as OMB Circulars, including but not limited to A-102 and A-133 as posted at www.whitehouse.gov/omb/financial_offm_circulars/.
- c. Office of Tennessee Recovery Act Management Directives (posted on the Internet at www.tnrecovery.gov).
- d. The Recovery Act, including but not limited to the following sections of that Act:
 - (1) Section 1604 – Disallowable Use. No funds pursuant to this Contract may be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.
 - (2) Section 1512 – Reporting and Registration Requirements. The Contractor must report on use of Recovery Act funds provided through this Contract. Information from these reports will be made available to the public.
 - (3) Section 1553 – Recovery Act Whistleblower Protections. An employee of any non-Federal employer receiving covered funds under the Recovery Act may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives, information that the employee believes is evidence of one or more of the following related to the implementation or use of covered funds:
 - i. gross mismanagement,
 - ii. gross waste,
 - iii. substantial and specific danger to public health or safety,
 - iv. abuse of authority, or
 - v. violation of law, rule, or regulation (including those pertaining to the competition for or negotiation of a Contract).

Non-enforceability of Certain Provisions Waiving Rights and Remedies or Requiring Arbitration: Except as provided in a collective bargaining agreement, the rights and remedies provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including any predispute arbitration agreement. No predispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section.

Requirement to Post Notice of Rights and Remedies: The Contractor and any subcontractor shall post notice of the rights and remedies as required under Section 1553. (Refer to Section 1553 of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 located at www.recovery.gov, for specific requirements of this section and prescribed language for the notices.)

- (4) Section 902 – Access Of Government Accountability Office. The Contractor shall provide that the Comptroller General and his representatives are authorized:
 - i. to examine any records of the Contractor or any of its subcontractors, that directly pertain to, and involve transactions relating to, this Contract or a subcontract; and
 - ii. to interview any officer or employee of the Contractor or any of its subcontractors regarding such transactions.
- (5) Section 1514 – Inspector General Reviews. Any inspector general of a federal department or executive agency has the authority to review, as appropriate, any concerns raised by the public about specific investments using such funds made available in the Recovery Act. In addition, the findings of such reviews, along with any audits conducted by any inspector general of funds made available in the Recovery Act, shall be posted on the inspector general’s website and linked to the website established by Recovery Act Section 1526, except that portions of reports may be redacted to the extent the portions would disclose information that is protected from public disclosure under sections 552 and 552a of title 5, United States Code.
- (6) Section 1515 – Access of Offices of Inspector General to Certain Records and Employers. With respect to this Contract, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), is authorized:
 - i. to examine any records, of the Contractor or any of its subcontractors, that pertain to and involve transactions relating or pursuant to this Contract; and
 - ii. to interview any officer or employee of the Contractor or any subcontractors regarding such transactions.
- (7) Section 1606 – Wage Rate Requirements. All laborers and mechanics employed by pursuant to this Contract shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference.

For purposes of this Contract, laborer or mechanic includes at least those workers whose duties are manual or physical in nature (including those workers who use tools or who are performing the work of a trade), as distinguished from mental or managerial. The term laborer or mechanic includes apprentices, trainees, helpers, and, in the case of contracts subject to the Contract Work Hours and Safety Standards Act, watchmen or guards.

(8) Section 1605 – Buy American Requirements for Construction Material – Buy American, Use of American Iron, Steel, and Manufactured Goods. None of the funds provided by this Contract may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States.

- e. The Contractor agrees to comply with any modifications or additional requirements that may be imposed by law and future guidance and clarifications of Recovery Act requirements.
- f. If the Contractor enters into one or more subcontracts for any of the services performed under this Contract, each subcontract shall contain provisions specifically imposing on the subcontractor all requirements set forth in this Contract Section E.14., “Federal Economic Stimulus Funding.”

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF HUMAN SERVICES:

VIRGINIA T. LODGE, COMMISSIONER

DATE

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	

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. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION

SOLICITATION # 34549-00710

ATTACHMENT 2 – STATEMENT OF CERTIFICATIONS AND ASSURANCES

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

1. The Offeror will provide all services as defined in the of the solicitation's *pro forma* contract scope of services for the total contract period.
2. The Offeror accepts and agrees to all terms and conditions set out in the solicitation's *pro forma* contract.
3. The Offeror acknowledges and agrees that a contract resulting from the solicitation may incorporate, by reference, all information provided in response to the solicitation as a part of the contract.
4. The Offeror 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.
5. To the knowledge of the undersigned, the information detailed within the information submitted in response to the solicitation is accurate.
6. The information submitted in response to the solicitation was independently prepared, without collusion, under penalty of perjury.
7. 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 Offeror in connection with the solicitation or any resulting contract.

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

DO NOT SIGN THIS DOCUMENT IF YOU ARE NOT LEGALLY AUTHORIZED TO BIND THE INDIVIDUAL OR ENTITY MAKING AN OFFER IN RESPONSE TO THE SUBJECT SOLICITATION

OFFEROR SIGNATURE:

PRINTED NAME & TITLE:

DATE:

OFFEROR LEGAL ENTITY NAME:

OFFEROR FEDERAL EMPLOYER IDENTIFICATION NUMBER (or SSN):

SOLICITATION # 34549-00710
ATTACHMENT 3 – CONFLICT OF INTEREST ATTESTATION

Based upon reasonable inquiry, neither the Offeror nor any individual who shall perform work under a contract resulting from this solicitation has a possible conflict of interest (e.g., employment by the State of Tennessee).

Signature and Title

Date

If a perceived conflict of interest exists, such that the attestation above should not be made, detail the nature of that conflict below.

SOLICITATION # 34549-00710
ATTACHMENT 4 – COST OFFER

NOTICE: This Cost Offer MUST be completed EXACTLY as required.

The Cost Offer, detailed below, shall indicate the proposed price for providing all services as defined in the Pro Forma Contract Scope of Services for the total contract period.

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 Proposer.

OFFEROR SIGNATURE:	
PRINTED NAME & TITLE:	
DATE:	
OFFEROR LEGAL ENTITY NAME:	

NOTE: This document must be signed, in the space above, by an individual empowered to bind the Offeror to the provisions of any contract awarded pursuant to this solicitation.

Cost Item Description	Offered Cost	Evaluation Factor	Evaluation Cost (Offered Cost x Evaluation Factor) <i>State Use Only</i>
Analysis and Report of Statewide Weatherization Audit Data (Reference Items A.15. & A.16.)	\$ EACH	1	
Technical Assistance/Training	\$ per HOUR	8,000	
<i>The state will use this sum to determine the Cost Offer reflecting the lowest cost to the state. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.</i>	Evaluation Cost Amount: <i>(sum of evaluation costs amounts above)</i>		

State Use – Procurement Coordinator Signature, Printed Name and Date:

SOLICITATION # 34549-00710

ATTACHMENT 5

**NUMBER OF RESIDENTIAL UNITS BY AGENCY
PROJECTED FOR PARTICIPATION IN THE
WEATHERIZATION ASSISTANCE PROGRAM**

Agency	12/31/2009 (25%)	3/31/2010 (50%)	6/30/2010 (85%)	9/30/2010 (100%)
Blount County CAA	41	82	139	164
Bradley-Cleveland CSA	40	79	134	158
Chattanooga HSD	118	237	402	473
Clarksville-Montgomery Co. CAA	53	105	179	210
Delta HRA	55	110	187	220
East Tennessee HRA	251	503	854	1005
Highland Rim EC	33	67	113	133
Knoxville Knox Co CAC	161	321	546	642
Metropolitan Development & Housing Agency	247	493	838	986
Mid-Cumberland CAA	37	73	124	146
Mid-East CAA	195	390	662	779
Northwest TN EDC	125	249	423	498
Shelby County CSA	479	957	1627	1914
South Central HRA	174	349	592	697
Southeast Tennessee HRA	91	182	309	364
Southwest Tennessee HRA	129	258	439	516
Upper Cumberland HRA	167	334	568	688
Upper East Tennessee HDA	235	470	798	939
Totals	2631	5259	8934	10532