



STATE OF TENNESSEE
TREASURY DEPARTMENT

**REQUEST FOR PROPOSALS # 30901-58524
AMENDMENT # 2
FOR FINANCIAL AND GRANT MANAGEMENT SUPPORT
SERVICES IN APPLYING FOR FINANCIAL ASSISTANCE
UNDER THE ROBERT T. STAFFORD DISASTER RELIEF AND
EMERGENCY ASSISTANCE ACT**

DATE: April 8, 2024

RFP # 30901-58524 IS AMENDED AS FOLLOWS:

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

EVENT	TIME (central time zone)	DATE	UPDATED OR CONFIRMED
1. RFP Issued		March 11, 2024	CONFIRMED
2. Disability Accommodation Request Deadline	2:00 p.m.	March 14, 2024	CONFIRMED
3. Pre-response Teleconference	10:00 a.m.	March 19, 2024	CONFIRMED
4. Notice of Intent to Respond Deadline	2:00 p.m.	March 20, 2024	CONFIRMED
5. Written "Questions & Comments" Deadline	2:00 p.m.	March 25, 2024	CONFIRMED
6. State Response to Written "Questions & Comments"		April 8, 2024	CONFIRMED
7. Response Deadline	2:00 p.m.	April 25, 2024	CONFIRMED
8. State Completion of Technical Response Evaluations		May 6, 2024	CONFIRMED
9. State Opening & Scoring of Cost Proposals		May 7, 2024	CONFIRMED
10. Negotiations (Optional to the State)		May 8, 2024 – May 10, 2024	CONFIRMED
11. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection		May 17, 2024	CONFIRMED
12. End of Open File Period		May 24, 2024	CONFIRMED

13. State sends contract to Contractor for signature		May 28, 2024	CONFIRMED
14. Contractor Signature Deadline		May 31, 2024	CONFIRMED

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

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

Question/Comment	State Response
1 Can you send me a list of the companies that attended the pre-response teleconference.	The State respectfully declines.
2 On page 8 of the proposal in section 3.1.1.2, the State says that responses “must be written on standard 8 ½” by 11” pages (although oversized exhibits are permissible)”. Does this mean that the State will accept 11” x 17” pages for oversized exhibits?	Yes.
3 On page 8 of the proposal in section 3.1.1.2, the State says that responses must “use a 12 point font for text”. Would the State allow smaller fonts to be used in graphics and tables?	Yes.
4 On page 8 of the proposal in section 3.1.1.2, the State says that responses must “use a 12 point font for text”. Would the State allow larger fonts to be used in headers, the cover, and graphics?	Yes.
5 Does the scope in this RFP require review of insurance claims from previous disasters as well as future disasters?	See Item 4 below for an amendment to Section A.2 of the <i>Pro Forma Contract</i> (RFP Attachment 6.6).
6 Does the State intend to have the respondent work directly with sub-recipients to develop FEMA project worksheets?	Yes.
7 In sections A5 and B18 of Attachment 6.2, the State defines a large government entity as having a minimum employee population of fifteen thousand (15,000) employees. Does this employee count refer to the beneficiary of the grant, for example, the state government, or does it refer to the actual organization the respondent has worked with directly, for example, TN DOT?	It would be both the total number of employees for an individual government or department. For example, if a vendor worked for Metro Nashville and it has 15,000 employees as a total workforce, then this would allow the vendor to be eligible. If a vendor worked for the L.A. Sheriff Department and their employee population was 15,000 then it too would allow a vendor to be eligible.
8 Will business interruption and extra expense claims preparation services be requested from the vendor on all property claims where these losses have been incurred and the State’s	Yes. For individual departments that experience business interruption and extra expense claims that are eligible for FEMA benefits will be part of the services that are not reimbursable from the State’s insurance carriers.

<p>insurance captive retention level has been exceeded?</p>	
<p>9 RFP Attachment 6.2 - Technical Response and Evaluation Guide does not provide detail on how RFP Attachment 6.4 – Reference Questionnaire will be evaluated. Can the Government please advise on how RFP Attachment 6.4 will be factored into overall evaluation?</p>	<p>The Reference Questionnaire is part of the overall evaluation packet, just not an item that is directly scored.</p>
<p>10 In Section A of RFP Attachment 6.2, the Government Can the State elaborate on what is permissible for this requirement? “Provide two current positive credit references from vendors with which the respondent has done business written in the form of standard business letters, signed and dated within the past three (3) the past three months.” Will the Government accept other methods of verifying financial stability such as financial information or a bank reference?</p>	<p>The letters would be from companies that your company does business with that can state your company pays its bills on time. <u>For example</u>, a reference letter from the electric company that your company pays for providing electricity to your business, or a reference letter from your company’s landlord. See Item 3 below for an amendment to Item A.3 of RFP Attachment 6.2.</p>
<p>11 Is there an incumbent? If so, how long has the firm been contracted to do the work outlined in the RFP?</p>	<p>Yes. March 1, 2022</p>
<p>12 Will the Government require contracted staff onsite, remote or a combination of both?</p>	<p>The Treasury Department does not intend for the Respondent to perform services on-site at the Treasury Department’s offices except for occasional meetings. However, and as provided in Item A.7 of the mandatory requirements (RFP Attachment 6.2), the successful Respondent must travel throughout the State of Tennessee to attend benefit damage assessments, opening FEMA meetings, project meetings, and any dispute resolution proceedings as provided in Section A.4. of the <i>Pro Forma</i> Contract (RFP Attachment 6.6). See also response to Question 32 below.</p>
<p>13 Services sought in the RFP include insurance claim preparation and submissions for property losses. The RFP indicates that day-to-day operations are contracted to a captive management firm:</p> <ul style="list-style-type: none"> ▪ Will the selected respondent provide claim and property loss documentation to the current captive management firm for claim submission; or will the respondent be responsible for all aspects of claim management? ▪ Will the respondent also assist with claim preparation for losses not part of a federally declared disaster or only when Federal funding is involved? ▪ Does the captive management firm currently utilize a claims management system software to manage claims? 	<ul style="list-style-type: none"> • The successful Respondent will provide claim and property loss documentation to the current captive management firm, the Treasury Department and to the Department’s property adjusting vendor for claim submission. • Only when Federal funding is involved. • No. However, all property claims management and tracking of claims will be conducted by the Department’s property adjusting vendor.

<p>14 To what extent does the Treasury Department anticipate that the selected vendor will assist the captive management firm in developing and documenting property insurance damage claims?</p>	<p>The successful respondent will work primarily with the Department’s property adjusting vendor for developing and documenting property insurance damage claims as well as the Department’s staff. The Captive management team will be informed and will have input about any FEMA issues or claim issues that may arise during the course of the specific disaster.</p>
<p>15 How many disasters are currently open with FEMA for the State of Tennessee? Can you provide number of open projects, size, and category of work?</p>	<p>Below are the FEMA disasters currently open and which are not smaller declared disasters that are manageable for state agencies.</p> <ul style="list-style-type: none"> • March 3, 2020 Tornado: FEMA DR-4476 <ul style="list-style-type: none"> ○ Vendor handled the \$7.5M deductible with 2-3 agencies as subcontractor. ○ Projects are currently with TEMA for closeout. ○ Vendor does not have knowledge of all SOT applications to FEMA for this event. ○ It would take some time to pull all documents together for this event. • December 11, 2021 Tornadoes: FEMA DR-4637 <ul style="list-style-type: none"> ○ Vendor is assisting Tennessee Department of Corrections (TDOC) only. ○ The TDOC projects are still in progress and/or are pending insurance outcome. ○ It would take some time to pull all documents together for this event. ○ Vendor does not have knowledge of all SOT applications to FEMA for this event. • December 20, 2022 Freeze: FEMA DR-4691 <ul style="list-style-type: none"> ○ Vendor does not have visibility into all State agencies who may have applied for FEMA assistance, since we are only assisting those who requested help. ○ Documentation is not complete as projects are being formulated. It would take us some time to pull everything together – and information is continually changing. We would need to prioritize this activity over formulating projects with FEMA. • March 3, 2023 Wind: FEMA DR-4712 <ul style="list-style-type: none"> ○ Vendor does not have visibility into all State agencies who may have applied for FEMA assistance, since we are only assisting those who requested help. ○ Documentation is not complete as projects are being formulated. It would take us some time to pull everything together – and information is continually changing.

	<ul style="list-style-type: none"> • March 31, 2023 Wind: FEMA DR-4701 <ul style="list-style-type: none"> ○ Vendor does not have visibility into all State agencies who may have applied for FEMA assistance, since we are only assisting those who requested help. ○ Documentation is not complete as projects are being formulated. It would take us some time to pull everything together – and information is continually changing. • May 3, 2020 Derecho: FEMA-DR-4550 <ul style="list-style-type: none"> ○ Vendor assisted TDOC with minor claims to FEMA. ○ Vendor does not have knowledge of all SOT applications to FEMA for this event. • March 25 – April 1, 2021 Severe Storms: FEMA DR-4601 <ul style="list-style-type: none"> ○ Vendor assisted TDOC with minor claims to FEMA. ○ Vendor does not have knowledge of all SOT applications to FEMA for this event.
<p>16 Was the pre-response teleconference recorded? If so, is it available to the public or prospective respondents?</p>	<p>No, the pre-response teleconference was not recorded.</p>
<p>17 Does Treasury department anticipate the prospective vendor would manage FEMA grants or other non-insurance related funding for temporary facilities and relocated operations?</p>	<p>Yes, for eligible insurance benefits and non-insurance FEMA benefits during a declared disaster.</p>
<p>18 Does the Treasury Department/State of Tennessee have an existing financial management system or ERP platform, if so please identify the system.</p>	<p>No. See response to Question 19 below.</p>
<p>19 Does Treasury Department have an existing grants management platform, if so, please identify.</p>	<p>No. All projects are uploaded into FEMA's portal.</p>
<p>20 Would the prospective vendor be responsible for liaising with the State Insurance Commissioner for purposes of obtaining insurance commissioner certifications where required to meet FEMA PA obtain and maintain compliance requirements?</p>	<p>No. If needed, the successful respondent would request the Treasury Department to obtain them for the respondent.</p>
<p>21 Does the Treasury Department anticipate using FEMA PA management cost funding for either applicable staff cost or other vendors besides the vendor selected via this solicitation?</p> <p>Does the Treasury Department anticipate sharing management cost funding with "user</p>	<p>Yes, if it applies to eligibility for benefits.</p> <p>Yes, if it applies to eligibility for benefits.</p>

agencies", i.e. agency insured by the Treasury Department Captive?	
22 How does the Treasury department anticipate procurement of architects and/or engineers or other designers of record for recovery projects will occur? Centralized or by user agencies? Please explain.	These services are part of the State's Property Adjusting Vendor's Services, not by the individual agencies. Any expenses that are eligible for FEMA benefits should be submitted.
23 Does the Treasury Department anticipate engaging a statewide contractor for debris monitoring or management consulting firms for disaster related debris?	No. We only pay for insured debris removal activities. It would be up to the individual agency to contract with a company for these types of services.
24 Please provide a list of the agencies currently insured by the State Captive and/or those anticipated to be covered by the prospective contract?	See attached list.
25 Who or what position will be responsible for managing this contract after award?	The Director of the Tennessee Treasury Department Division of Claims and Risk Management
26 Please explain the relationship between the Scope of Work and Treasury's anticipated or current relationship with TEMA.	TEMA schedules the benefits' meetings with the State agencies and the Treasury Department. TEMA is a liaison between the State agencies, the Treasury Department, and FEMA. Any denials or approvals are first initiated with TEMA from FEMA. All funds go to TEMA and then to the Treasury Department for reimbursement. All appeals go through TEMA and then to the Treasury Department. TEMA also has a grants program that covers the remaining losses of eligible benefits for a declared disaster. For example, if FEMA only reimburses 75% of actual losses, then TEMA will reimburse the remaining 25% to make the State entity 100% whole for the loss.
27 Does the Treasury department anticipate that in future events it would act as sub-grantee for user agencies?	It is up to FEMA. Currently, FEMA will not allow us.
28 What are the limits of coverage for the State Captive?	\$25 million.
29 What are the deductible requirements for user agencies?	Each agency deductible is determined by a three-year rolling average. Tier A: Loss over \$1.5M - \$50K for all other perils (pro-rata share) and \$75K for water losses (non-prorata share) Tier B: Losses between \$500K and \$1,499,000 - \$50K for all other perils (pro-rata share) and \$50K for water losses (non-prorata share)

	Tier C: Losses under \$500k - \$25K for both all other perils (pro-prata) and water losses (non-prorata share).
30 What are the deductible requirements and coverage limits of any reinsurance held by the Treasury Department.	\$2.5M per occurrence for the Risk Management Fund, and \$25M per occurrence for the Captive. See response to Question 29 above for an individual agency.
31 Does the current captive insurance management firm provide adjustment services for flood and non-flood related property losses?	No.
32 In the event of a federal emergency or disaster declaration, to what extent are office facilities available to the prospective contractor and where would they be located? Assuming facilities would provide basic conditioned space, internet, utilities, etc.	If needed, we would have them meet in one of the conference rooms at the Andrew Jackson State Office Building located in Nashville, Tennessee. However, if that building is badly damaged, we can find another Tennessee state building for them to set up.
33 Has the Treasury Department analyzed the current obtain and maintain requirements from past disasters for implications on the captive and future losses?	Yes. See also Item 4 below for an amendment to Section A.2 of the <i>Pro Forma</i> Contract (RFP Attachment 6.6).
34 Based on the scope of work, it appears that the State of Tennessee's public adjuster law may be triggered. Is it the intent of the treasury department that prospective bidders included licensed public adjusters on any prospective team?	No, the adjusting and all other professional services will come from the State's property adjusting vendor.
35 Has the Treasury Department considered expanding the number of pay items for compensation? A more extensive labor category based pay item schedule could reduce costs and risks while tying required skills to compensation.	Yes. See Item 6 below for an amendment to Section C.3.b of the <i>Pro Forma</i> Contract (RFP Attachment 6.6). See also Item 7 below for an amendment to the Cost Proposal & Scoring Guide (RFP Attachment 6.3).
36 To what extent will the Treasury department assume responsibility for existing or ongoing disasters and FEMA PA project or grant management?	See Item 4 below for an amendment to Section A.2 of the <i>Pro Forma</i> Contract (RFP Attachment 6.6).
37 To what extent will the Treasury department allow remote work?	See response to Question 12 above.
38 To what extent will the Treasury department expect the prospective contractor to liaise with user agency finance departments, internal project management, executive leadership, designers of record, and 3rd party project/construction management?	We fully expect the successful respondent to engage with all these listed entities that are involved in a disaster recovery.
39 What is the anticipated mobilization date for prospective contractor?	On the contract start date; namely, July 1, 2024.

<p>40 Does the State of Tennessee anticipate the prospective contractor will develop and/or implement a grant/document management system that will integrate with TEMA and/or FEMA? Or any ERP/Finance platform in use by the State Treasury Department?</p>	<p>No.</p>
<p>41 Has the State of Tennessee analyzed which properties are currently in an SFHA for potential repair/reconstruction code compliance issues and potential issues associated with FEMA's mandatory flood insurance coverage "penalty"? If not, would the prospective contractor likely be tasked with this requirement?</p>	<p>If a flood disaster occurs, we would request the successful respondent to assist with the requirement.</p>
<p>42 On page 34, A.2 (1) states the respondent will review loss estimates provided by the State's insurance adjuster, while A.2 (8) states the provider will be required to prepare insurance claims. Is the intention of this scope to allow the insurance adjuster to develop insurance claims and then the provider of this contract review that claim? Or is Treasury seeking a provider to work with the State to prepare the claims on behalf of the entity submitting an insurance claim?</p>	<p>The successful respondent will receive this information from the State's property adjusting vendor. However, the successful respondent will also work and prepare claims on behalf of the individual agency for FEMA benefits. If there is a disagreement between the successful respondent and the State's property adjusting vendor, the Treasury Department will determine what will be submitted to FEMA and what will not be submitted for the individual agency as it pertains to category A scope of work, i.e., damage that is covered by our insurance. Insurance claims will be submitted directly from the Treasury Department to the State's property adjusting vendor. The successful respondent is the liaison for the agency and should work directly with the Treasury Department and the State's property adjusting vendor when determining scope of work or any other needs relating to the claim.</p>
<p>43 Page 8, RFP Section 3.1.2.1 May Respondents include assumptions in or related to our Cost Proposal?</p>	<p>No. As provided in Section 3.1.2.1., "(a) Respondent must <u>only</u> record the proposed cost exactly as required by the RFP Attachment 6.3., Cost Proposal & Scoring Guide <u>and must NOT</u> record any other rates, amounts, or information. NOTE: If a Respondent fails to submit a cost proposal <u>exactly</u> as required, the State may deem the response to be non-responsive and reject it</p>
<p>44 Page 27, RFP Section - Attachment 6.3 Is the single hourly rate being used for evaluation purposes only?</p>	<p>No. See Item 6 below for an amendment to Section C.3.b of the <i>Pro Forma</i> Contract (RFP Attachment 6.6). See also Item 7 below for an amendment to the Cost Proposal & Scoring Guide (RFP Attachment 6.3).</p>
<p>45 Page 27, RFP Section - Attachment 6.3 Will bidders, post award, be able to utilize multiple labor categories and hourly rates or is</p>	<p>See Item 6 below for an amendment to Section C.3.b of the <i>Pro Forma</i> Contract (RFP Attachment 6.6). See also Item 7 below for an amendment to</p>

<p>it the intention of the agency to sign a contract with only one billable rate?</p>	<p>the Cost Proposal & Scoring Guide (RFP Attachment 6.3).</p>
<p>46 Page 27, RFP Section - Attachment 6.3</p> <p>Please confirm hourly rates must be inclusive of travel costs and relevant additional expenses.</p>	<p>Confirmed.</p>
<p>47 Page 41, Section D.18. (ii)</p> <p>Liquidated damages are typically not relevant to the scope of work provided for under this RFP. Please confirm liquidated damages do not apply to this opportunity and advise if D.18. (ii) can be removed from the awarded terms and conditions.</p>	<p>There is no provision in the contract for liquidated damages. Section D.18 limits the liability of the successful respondent.</p>
<p>48 Page 42, Section D.18</p> <p>Please advise if the State will consider removing uncapped liability related to intellectual property and indemnity obligations for infringement for third-party intellectual property rights if alternate remedies are included in awarded terms and conditions.</p>	<p>The State respectfully declines. Tenn. Code Ann. § 12-3-701 prohibits the State from limiting the liability of a contractor for intellectual property or indemnification obligations for infringement of third-party intellectual property rights. NOTE: Section 1.6 of the RFP provides that a respondent must not include alternate contract terms and conditions in its response.</p>
<p>49 Page 42, Section D.18.</p> <p>Please advise if the State will consider limiting the Contractor's liability to the value of the Maximum Liability amount.</p>	<p>The State respectfully declines.</p>
<p>50 Page 43, Section D.19</p> <p>Please advise if the State will consider limiting claims to third party claims.</p>	<p>See Item 5 below for an amendment to Section D.19 of the <i>Pro Forma</i> Contract (RFP Attachment 6.6).</p>
<p>51 Page 42, Section E.3</p> <p>Please advise if the State will consider limiting intellectual property claims to third party claims.</p>	<p>By its terms, Section E.3 only applies to third party claims, i.e., Section E.3 relates to claims or suits "<u>brought against</u> the State".</p>
<p>52 Page 42, Sections D.17 and D.18</p> <p>Please advise if the State will consider adding a mutual waiver of consequential damages clause or a waiver of consequential damages for the Contractor, similar to the following waiver in Section D.17.:</p> <p>In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature,</p>	<p>The State respectfully declines. Section D.18 of the contract contains a limitation of liability for the successful respondent, which would include consequential damages.</p>

<p>whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise.</p>	
<p>53 Pages 7, 17, RFP Sections 2 and 5.3.4</p> <p>Under 5.3.4., it states that the Respondent must sign the contract by the Contractor Signature Deadline detailed in the RFP Section 2, Schedule of Events. If the Respondent fails to provide the signed Contract by this deadline, the State may determine that the Respondent is non-responsive to this RFP and reject the response.</p> <p>RFP Section 2, Schedule of Events, says the State will send the contract to the Contractor for signature by 5/8/24 and the Contractor must sign the contract by 5/9/24. Will there be a review period prior to receiving the contract on 5/8 and signing by 5/9?</p>	<p>There should be no need for an extensive review period since the Contractor would have already reviewed the contract. The contract will be the <i>Pro Forma</i> Contract contained in RFP Attachment 6.6 as modified by this RFP Amendment. However, see the modified RFP Schedule of Events in Item 1 above.</p>
<p>54 Pages 33-48, RFP Section – Attachment 6.6</p> <p>Will the State consider adding net 30 payment terms to the resultant award?</p>	<p>The State is mandated by the Prompt Pay Act to make payment pursuant to the terms of the contract within no later than forty-five (45) days after receipt of the invoice covering the services rendered.</p>
<p>55 Section 1.1 Services Sought</p> <p>The State identifies “Develop a financial plan (involves all financial data from the State)” as one of the services sought. Can the State provide additional details as to the type of financial plan is being requested? Who is the audience and how will this financial plan be utilized?</p>	<p>This financial plan will be the costs and expenses associated with the scope of work and to determine how much an individual State agency should receive for losses of their building and contents. This includes extra expenses, business interruption, and other expenses that are eligible under FEMA benefits program. The data we will provide will be the initial estimated losses and the agreed scope of work that is developed by the State’s property adjusting vendor.</p>
<p>56 Section 4.8 Disclosure of Response Contents</p> <p>If Respondents include information that is confidential, can Respondents mark it as such and have the confidence to ensure the State will hold it confidential?</p>	<p>No. The State is subject to Tennessee’s Open Records Act, which is codified in Tenn. Code Ann. §§ 10-7-503 and 10-7-504.</p>
<p>57 Attachment 6.2, Sections A, B, and C.</p> <p>There are numerous instances in these forms where the State requests specific experience with FEMA. Are these questions only applicable to the Prime or do they pertain to the respondent’s collective team, including specified subcontractors?</p>	<p>They are applicable to the prime contractor (i.e., the respondent). If a potential respondent does not have these specific experiences working directly with FEMA, the respondent is not eligible to respond to the RFP.</p>
<p>58 Attachment 6.2., Section A, item A.3</p>	<p>See response to Question 10 above.</p>

<p>Can the State clarify what it means by "current positive credit references" and provide guidance on how Respondents can address this requirement?</p>	
<p>59 Attachment 6.2., Section B, Item B.15</p> <p>If a Respondent does not include a minority firm on the team, will item B15 impact the scoring of a proposed vendor? If so, how?</p>	<p>It is possible that it could impact the overall score in Section B of RFP Attachment 6.2. However, there is no mandate that a minority firm be on the successful Respondent's team and no points are specifically assigned to Item B.15. Instead, a total overall score is given to the Section B items.</p>
<p>60 Attachment 6.2. Section C, Items C.1, C.2, and C.3</p> <p>The RFP states that we must understand, meet, and accomplish the objectives of the State's project schedule. However, the State did not present their project schedule. Could the State provide Respondents with the State's project schedule or, alternatively, provide guidance on how Respondents can address this requirement?</p>	<p>The project schedule would be when a disaster occurs, and we start strategizing and planning out the scope of work and other scheduled milestones with the claims processes and project work submissions into the FEMA portal. The respondent needs to explain how it will accomplish this type of project management.</p>
<p>61 Attachment 6.3. - Cost Proposal.</p> <p>Given that the scope of work requires personnel of various levels of expertise and various ranges of rates, would the State be amenable to accepting a list of job titles and hourly rates in lieu of a consolidated rate for all positions? Our concern is that having one consolidated rate may result in FEMA reimbursement issues. For context, FEMA primarily cares about whether the cost charged is reasonable based on the work performed; if we have a high consolidated rate and are providing low level grants work, FEMA may not agree to reimburse those hours. Further, billing the State based upon the personnel's experience and adequate hourly rate, instead of using one consolidated rate, will result in a cost-savings measure to the State. If the State only allows for a consolidated rate, should Respondents supply a blended rate for all services sought?</p>	<p>See Item 6 below for an amendment to Section C.3.b of the <i>Pro Forma</i> Contract (RFP Attachment 6.6). See also Item 7 below for an amendment to the Cost Proposal & Scoring Guide (RFP Attachment 6.3).</p>
<p>62 Attachment 6.4. References Questionnaire</p> <p>Can Respondents include in our Technical Response the name of our references? If yes, in which section of the proposal would the State like Respondents to place this information?</p>	<p>If listing a reference is responsive or helpful in addressing a question posed in RFP Attachment 6.2., then it can be included. HOWEVER, the Reference Questionnaires should be completed and delivered in accordance with RFP Attachment 6.4., Reference Questionnaire.</p>
<p>63 Attachment 6.6., Preamble</p>	<p>No. If the successful respondent does not have an Edison ID, an Edison ID will be obtained by the</p>

<p>Are Respondents required to have/provide an Edison ID as part of its proposal?</p>	<p>respondent after the Notice of Intent to Award is issued.</p>
<p>64 Attachment 6.6., Section D, item 32</p> <p>The Insurance section of the contract states, "All coverage must be on a primary basis and noncontributory with any other insurance or self-insurance carried by the State." Would the State be amenable to accepting surplus lines insurance coverage in lieu of on a primary basis?</p>	<p>The State respectfully declines.</p>
<p>65 Page 6, Section 1.7. Pre-Response Teleconference</p> <p>Can the State provide Respondents the notes/attendee list for the 1.7. Pre-Response Teleconference?</p>	<p>See response to Question 1 above.</p>
<p>66 Page 88, Section 3.1.1.2</p> <p>The RFP states to "use a 12 point font for text." Please confirm this requirement does not apply to forms, resumes, table, and graphics.</p>	<p>Confirmed. See responses to Questions 2 – 4 above.</p>
<p>67 Page 8, Section 3.1.1.2.</p> <p>The RFP states, "All response pages must be numbered." Please confirm this requirement does not apply to forms provided by the State.</p>	<p>Confirmed.</p>
<p>68 Page 13, Section 4.8. Disclosure of Response Contents</p> <p>The RFP states, "All materials submitted to the State in response to this RFP shall become the property of the State of Tennessee. Selection or rejection of a response does not affect this right. By submitting a response, a Respondent acknowledges and accepts that the full response contents and associated documents will become open to public inspection in accordance with the laws of the State of Tennessee." Please clarify if Respondents are permitted to submit a Redacted proposal in a third email.</p>	<p>No, Respondents are not permitted to submit a redacted proposal. See response to Question 56 above.</p>
<p>69 Page 22, Section Item Ref. B.13.</p> <p>The RFP states, "Provide a personnel roster listing the names of key people who the Respondent will assign to meet the Respondent's requirements under this RFP along with the estimated number of hours that each individual will devote to that performance. Follow the personnel roster with a resume for each of the people listed. The</p>	<p>Confirmed.</p>

<p>resumes must detail the individual's title, education, current position with the Respondent, and employment history." Please confirm Respondents are permitted to include resumes in an appendix for ease of evaluation.</p>	
<p>70 Page 27, Section Cost Proposal & Scoring Guide</p> <p>Will the State revise the cost form to include labor categories and hourly rates?</p>	<p>Yes. See Item 6 below for an amendment to Section C.3.b of the <i>Pro Forma</i> Contract (RFP Attachment 6.6). See also Item 7 below for an amendment to the Cost Proposal & Scoring Guide (RFP Attachment 6.3).</p>
<p>71 Page 27, Section Cost Proposal & Scoring Guide</p> <p>Are Respondents permitted to submit additional labor categories and hourly rates or if just one is preferred?</p>	<p>See Item 6 below for an amendment to Section C.3.b of the <i>Pro Forma</i> Contract (RFP Attachment 6.6). See also Item 7 below for an amendment to the Cost Proposal & Scoring Guide (RFP Attachment 6.3). See also response to Question 43 above.</p>

3. Delete Item A.3 of RFP Attachment 6.2., Technical Response & Evaluation Guide, Section A—Mandatory Requirements in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):

	<p>A.3. Provide two current positive credit references from vendors with which the Respondent has done business written in the form of standard business letters, signed, and dated within the past three (3) months OR, in lieu of the aforementioned vendor credit references, provide a current bank reference indicating that the Respondent maintains a satisfactory business relationship with the financial institution. Such reference must be written in the form of a standard business letter, signed, and dated within the past three (3) months.</p>	
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4. Delete Section A.2. of the *Pro Forma* Contract (RFP Attachment 6.6) in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):

A.2. Financial and Grant Management Support Services. The Contractor shall provide on behalf of the State financial and grant management support and consulting services in applying with the Federal Emergency Management Agency ("FEMA") for financial assistance under the Robert T. Stafford Disaster Relief and Emergency Assistance Act. The services shall entail expert project/claims management, and accurate and detailed submissions for property losses sustained to the executive, legislative and judicial branches of Tennessee state government including, but not limited to, Tennessee public institutions of higher education that qualify for financial assistance under the Robert T. Stafford Disaster Relief and Emergency Assistance Act. The services involve the following:

- (1) Review overall loss estimates provided by the State's insurance adjuster;
- (2) Develop a work plan for claims;
- (3) Prioritizing projects and deadlines;
- (4) Develop a communication plan;
- (5) Develop a financial plan (involves all financial data from the State);
- (6) Document tracking (online software preferred);
- (7) Weekly updates to project teams and leadership;
- (8) Preparing claims (including business interruptions and extra expenses);
- (9) Assisting the impacted Tennessee state governmental entities with FEMA project worksheet development;

- (10) Scope of work development;
- (11) Damage assessments;
- (12) Accounting (also tracking invoices with scope of work and completed work);
- (13) Negotiate and/or respond to disputes of insurance coverage between excess property insurance markets, and all request for information disputes from FEMA;
- (14) Assist the State with preparing for appeals, mediation, and/or court hearings involving disputes between the State and FEMA; and
- (15) All categories of FEMA public assistance recovery, mitigation, time extension requests, reimbursement requests, reconciliation with other sources of recovery, audits and closeout.

It shall be the responsibility of the Contractor to continue performing all the above applicable services for each FEMA project assigned by the State to the Contractor before the termination or expiration of this Contract unless otherwise directed by the State. Further, and at the State's sole discretion, the Contractor shall upon written notice from the State perform all the above applicable services for each FEMA project in existence as of the Effective Date of this Contract. The Contractor shall devote, dedicate and maintain the level of qualified personnel necessary to enable the Contractor to fulfill its responsibilities under this Contract.

5. Delete Section D.19. of the Pro Forma Contract (RFP Attachment 6.6) in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):

D.19. 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 **third party** 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 **negligent or willful** acts, ~~or 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' fees, court costs, expert witness fees, and other litigation expenses for the State to enforce the terms of this Contract.

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

6. Delete Section C.3.b. of the Pro Forma Contract (RFP Attachment 6.6) in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):

b. The Contractor shall be compensated based upon the following payment methodology:

	July 1, 2024 — June 30, 2025	July 1, 2025 — June 30, 2026	July 1, 2026 — June 30, 2027	July 1, 2027 — June 30, 2028 (If the State exercises its right under Section B.2 above to extend the Contract Term)	July 1, 2028 — June 30, 2029 (If the State exercises its right under Section B.2 above to extend the Contract Term)
For all services set forth in this Contract	\$ _____ per hour	\$ _____ per hour	\$ _____ per hour	\$ _____ per hour	\$ _____ per hour

Lead Consultant	\$ _____ per hour	\$ _____ per hour	\$ _____ per hour	\$ _____ per hour	\$ _____ per hour
Managing Consultant	\$ _____ per hour	\$ _____ per hour	\$ _____ per hour	\$ _____ per hour	\$ _____ per hour
Consultant	\$ _____ per hour	\$ _____ per hour	\$ _____ per hour	\$ _____ per hour	\$ _____ per hour
Administrative Support	\$ _____ per hour	\$ _____ per hour	\$ _____ per hour	\$ _____ per hour	\$ _____ per hour

7. **Delete RFP Attachment 6.3 (Cost Proposal & Scoring Guide) in its entirety and replace it with the RFP Attachment 6.3 (Cost Proposal & Scoring Guide) that is attached to this amendment. Any sentence or paragraph containing revised or new text is highlighted):**
8. **RFP Amendment Effective Date.** The revisions set forth herein shall be effective upon release. All other terms and conditions of this RFP not expressly amended herein shall remain in full force and effect.

COST PROPOSAL & SCORING GUIDE

NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED

COST PROPOSAL SCHEDULE— The Cost Proposal, detailed below, shall indicate the proposed price for providing goods or services as defined in the Scope of Services of the RFP Attachment 6.6., *Pro Forma* Contract, for the entire contract period. The Cost Proposal shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract resulting from this RFP. All monetary amounts shall be in U.S. currency and limited to two (2) places to the right of the decimal point.

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

Notwithstanding the cost items herein, pursuant to the second paragraph of the *Pro Forma* Contract, Section C.1. (refer to RFP Attachment 6.6.), the State is under no obligation to request any goods or services from the Contractor in any specific dollar amounts or to request any goods or services at all from the Contractor during any period of this Contract.

This Cost Proposal must be signed, in the space below, by an individual empowered to bind the Respondent to the provisions of this RFP and any contract awarded pursuant to this RFP. If the individual signing this Cost Proposal is not the *President* or *Chief Executive Officer*, the Respondent must attach evidence to the Cost Proposal showing the individual's authority to legally bind the Respondent. An electronic or facsimile signature, as applicable, is acceptable.

RESPONDENT SIGNATURE:								
PRINTED NAME & TITLE:								
DATE:								
RESPONDENT LEGAL ENTITY NAME:								
Cost Item Description	Proposed Cost					State Use ONLY		
	July 1, 2024 — June 30, 2025	July 1, 2025 — June 30, 2026	July 1, 2026 — June 30, 2027	July 1, 2027 — June 30, 2028	July 1, 2028 — June 30, 2029	Sum	Evaluation Factor	Evaluation Cost (sum x factor)
For all services set forth in the <i>Pro Forma</i> Contract (RFP Attachment 6.6)	\$_____/hour	\$_____/hour	\$_____/hour	\$_____/hour	\$_____/hour		2,000	
Lead Consultant	\$_____/hour	\$_____/hour	\$_____/hour	\$_____/hour	\$_____/hour		200	
Managing Consultant	\$_____/hour	\$_____/hour	\$_____/hour	\$_____/hour	\$_____/hour		500	

Consultant	\$_____/hour	\$_____/hour	\$_____/hour	\$_____/hour	\$_____/hour		800	
Administrative Support	\$_____/hour	\$_____/hour	\$_____/hour	\$_____/hour	\$_____/hour		500	
TOTAL EVALUATION COST AMOUNT (sum of evaluation costs above):								
The Solicitation Coordinator will use this sum and the formula below to calculate the Cost Proposal Score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.								
$\frac{\text{lowest evaluation cost amount from all proposals}}{\text{evaluation cost amount being evaluated}} \times 30$						(maximum possible score)	= SCORE:	
State Use – Solicitation Coordinator Signature, Printed Name & Date:								