



STATE OF TENNESSEE  
Department of Human Services

**REQUEST FOR PROPOSALS # 34530-80523  
AMENDMENT # 3  
TANF OPPORTUNITY ACT TRAINING AND TECHNICAL  
ASSISTANCE PARTNER**

DATE: January 26, 2022

RFP # 34530-80523 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.

**RFP SCHEDULE OF EVENTS**

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

EVENT	TIME (central time zone)	DATE
1. RFP Issued		December 8, 2021
2. Disability Accommodation Request Deadline	2:00 p.m.	December 10, 2021
3. Notice of Intent to Respond Deadline	2:00 p.m.	December 20, 2021
4. Written "Questions & Comments" Deadline	2:00 p.m.	January 10, 2022
5. State Response to Written "Questions & Comments"		January 26, 2022
6. Response Deadline	2:00 p.m.	February 10, 2022
7. State Schedules Respondent Oral Presentation(s)		February 11, 2022
8. Respondent Oral Presentation(s)		February 15-17, 2022
9. State Completion of Technical Response Evaluations		February 24, 2022
10. State Opening & Scoring of Cost Proposals	2:00 p.m.	February 25, 2022
11. Cost negotiation		February 28, 2022
12. State Notice of Intent to Award Released and RFP Files Opened for Public Inspection	2:00 p.m.	March 1, 2022
13. End of Open File Period		March 9, 2022

14. State sends contract to Contractor for signature		March 17, 2022
15. Contractor Signature Deadline	2:00 p.m.	March 24, 2022

2.2. **The State reserves the right, at its sole discretion, to adjust the RFP Schedule of Events as it deems necessary.** Any adjustment of the Schedule of Events shall constitute an RFP amendment, and the State will communicate such to prospective Respondents from whom the State has received a Notice of Intent to Respond (refer to section 1.7).

**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.

RFP Section	Page #	Question	State Response
A.5	42	1. The RFP references four attachments. On page 42 (page ii) under A.5. it states that Attachment D is DHS programs and Attachment E is allocations/funding sources. In A.6. (same page), it states that Attachment B is DHS programs and C is current services and how those services are funded. The RFP only provided attachment B DHS programs and Attachment C funding allocations. Can you confirm if there should only be attachment B - major DHS programs and C - allocations of federal funding?	Please refer to RFP Amendment 1 dated January 4, 2022.
A.1	21	2. Can the signature referred to in Section A, item reference A.1 be electronic?	Yes
General	N/A	3. May we please get the Cost Proposal in Word format?	Yes, email the solicitation coordinator to receive.
General	N/A	4. May we please get the Reference Form in Word format?	Yes, email the solicitation coordinator to receive.
General	N/A	5. May Attachment A - Attestation re: personnel used in contract performance be signed electronically?	Yes
General	N/A	6. May we please get Attachment A in Word format?	Yes, email the solicitation coordinator to receive.
General	N/A	7. Does DHS have a platform that they will expect the contractor to use for the Dashboard? If so, will DHS host the dashboard and provide all required access, licenses, and similar? If not, should the contractor assume any hosting, licensing, and other similar costs for the platform in their bid?	At present the State does not have a preferred platform. The Contractor, and not the State, will host the dashboard and assume all hosting, licensing, and other costs.
A.10	IV	8. Can DHS please confirm that under A.10 the contractor is only required to provide a social media strategy, and not to execute that strategy? Should the contractor assume any associated cost (media buys, printing, etc.) or effort associated with the execution of the strategy?	Please see revised pro forma contract section A.10 below under item 3. of this amendment. The successful respondent must assume the costs of delivering all the services required by the contract.
A.11	IV	9. Per section A.11.a., should the contractor budget for all costs associated with the five publicity events (i.e., facilities, rentals, printing, advertising, etc.)?	Yes, Milestone fee six shall constitute the entire compensation for the deliverables required under pro forma contract section A.11.a.
General	N/A	10. Can certain pages be marked as confidential, for our financials?	See RFP 4.8.1.: All materials submitted to the State in response to this RFP shall

			become the property of the State of Tennessee. Selection or rejection of a response does not affect this right. By submitting a response, a Respondent acknowledges and accepts that the full response contents and associated documents will become open to public inspection in accordance with the laws of the State of Tennessee.
B.1	N/A	11. The cost proposal says the monthly fee will be multiplied by 60, which suggests a 5-year budget. The term in Section B1 says 48 months plus a 12-month renewal. Should the proposers be budgeting for all 5 years in the initial proposal?	Because the maximum liability under Section C.1 of the contract awarded through this RFP will govern the full term of up to 60 months, respondents should submit cost proposals for that period.
General	N/A	12. We noticed that the state removed all scope sections related to revenue maximization. Will the state be issuing a separate procurement for those services?	The State is not prepared to provide information regarding plans for future solicitations at the present time.
General	N/A	13. As a large firm that does business across the country, we contract with dozens of business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises for tens of millions of dollars each year. Listing the details of each partnership would be onerous and may violate confidentiality/non-disclosure agreements in our subcontracts. Would a detailed description of our contracting practices and expenditures in this area suffice to meet the requirements listed in section RFP Attachment 6.2 - Section B, item reference B.15(b)?	Yes
A.6	42	14. In the contract on page 42 under A.6.b, it states that there is an Attachment B and C that includes the DHS programs. There is attachment B or C.	Please refer to RFP Amendment 1 dated January 4, 2022.
General	N/A	15. Approximately how many agencies are anticipated to be awarded TANF funding? We noted at 1.1 – seven pilot programs, two in each division of the state and 1 by TDHS.	There will be seven pilots with one lead agency for each pilot.
General	N/A	16. Approximately how many families/individuals will be in the program?	The State does not have this information at the present time.
General	N/A	17. The RFP dictates Respondents shall provide a statement attesting that they have at least three (3) years of experience providing technical assistance to government grantees or government contractors to facilitate compliance with budgetary, oversight, and accountability requirements. While the firm does not have experience, there are employees hired within the last 12 – 18 months with more than 3 years of experience. Does that qualify the firm to compete in this RFP?	No. The requirement as written, requires the experience of the Respondent – which is the legal entity and not individual employees' experience.
General	N/A	18. Please confirm the Contract Period which covers the Implementation Cycle	Please see pro forma contract section B.
General	N/A	19. What is the maximum amount allowed for Overhead Cost in the Fixed Cost Monthly Contract?	Please refer to RFP ATTACHMENT 6.3. COST PROPOSAL & SCORING GUIDE
D.7/B.14	24	20. What are the requirements to obtain permission from the State should the firm also use Sub-Contractors?	Submit information in accordance with B.14. See also contract term D.7. Assignment and Subcontracting.

General	N/A	21. RFP Sections 1.6.1 and 1.6.2 - Upon selection as the successful bidder, certain terms and conditions as referenced in the RFP will require modification to comply with accounting professional standards and/or firm policies, as the State can appreciate. In addition, we are required upon acceptance of the engagement to communicate the actual scope and terms of the engagement in a separate letter to be signed by the State and firm. It is our intention that the letter, prepared in accordance with professional standards, shall become a part of the Contract. It is our understanding the parties will negotiate the terms and conditions of the final Contract with the successful bidder, per the RFP	Please see RFP Section 5.3.5.
General	N/A	22. RFP Section 4.8 (1) and (3) - The RFP requires that we provide information that the we assert is confidential and/or proprietary trade secret under Tennessee Open Records Act. Notwithstanding, as we wish to be included for consideration, we would appreciate clarification from the State regarding this. Specifically, would a respondent identifying certain information as exempt under Tennessee Open Records Act cause their proposal to be deemed non-conforming or otherwise disqualified?	The subsections of Tenn. Code ANN. 10-7-504 to which the questions alludes are in inapposite.  See RFP 4.8.1.: All materials submitted to the State in response to this RFP shall become the property of the State of Tennessee. Selection or rejection of a response does not affect this right. By submitting a response, a Respondent acknowledges and accepts that the full response contents and associated documents will become open to public inspection in accordance with the laws of the State of Tennessee.
E.13	XXIV	23. Sample Contract E.13. Federal Funding Accountability and Transparency Act (FFATA) - Due to the nature of the services to be provided, we believe the scopes align with the definition of a Contractor rather than a Subrecipient, as those terms are defined in 2 C.F.R. 200.331. Would the State please confirm the successful bidder shall perform the services as a Contractor, as that term is defined at 2. C.F.R. 200.331?	Please see RFP Section 1. The successful respondent must comply with Section E.13 of the pro forma contract and all other provisions of the pro forma contract.
General	N/A	24. In the sample contract from Amendment 1 is a technical partner separate from a research partner necessary?	The State intends to award a contract for training and technical assistance services under RFP 34530-80523. The State intends to award a separate contract for research services under RFP 34501-14222.
General	N/A	25. Will we have the option to respond to the RFP as a Contractor vs a Sub-recipient?	No. Only as a Contractor. Please also see RFP Section 1.
General	N/A	26. Is there an expected or maximum budget for the technical assistance and training contract?	The maximum liability for the resulting contract will be that of the Evaluation Cost Amount from the awarded cost proposal. The State will add this information to section C.1. of the pro forma contract before it is sent for the Contractor's signature. Please also refer to

			RFP ATTACHMENT 6.3. COST PROPOSAL & SCORING GUIDE
General	N/A	27. Is the department planning to issue only one award or would it be willing to issue multiple awards for different components/deliverables of technical assistance and training?	As set forth in RFP Section 5.3. the State will issue a single award. The State declines to modify the existing language on this subject.
General	N/A	28. What are specific technical requirements regarding database development? Are there certain web-based or back-end database systems already in use by the department with which respondents must be able to integrate?	At the present time the State is unable to provide technical requirements for the database other than those established under Section A.7 of the pro forma contract.
General	N/A	29. What is the anticipated and/or recommended ratio of monthly fees/fixed fees to milestone payments within the budget?	Please refer to RFP ATTACHMENT 6.3. COST PROPOSAL & SCORING GUIDE.
General	N/A	30. What are the anticipated labor hours or level of effort across the various milestones (similar to the 50 hours/month on project management)?	The State is unable to provide interpretation of the terms of the pro forma contract. Respondents may want to seek the advice of counsel regarding the rights and obligations that would arise from the pro forma contract.
General	N/A	31. What constitutes "shall assist the State in the State's implementation of the strategy [social media strategy]"? Is there an anticipated, recommended, or capped number of hours for envisioned implementation support?	See response to Question 8 above.
General	N/A	32. What constitutes "shall assist the State in the State's implementation of the strategy [multi-layered public-facing communications strategy]"? Is there an anticipated, recommended, or capped number of hours envisioned for implementation support?	See response to Question 8 above
6.3	32	33. The RFP spells out the percentages for each milestone payment. Can the government provide guidance on the levels of funding for the cumulative milestone payments, or for each individual milestone payment?	Please refer to RFP ATTACHMENT 6.3. COST PROPOSAL & SCORING GUIDE.
General	N/A	34. The RFP states that the contractor shall not be reimbursed for travel time, travel expenses, meals, or lodging. Will the government reconsider this restriction for specific requirements, e.g., participation in contract kickoff or major planning meetings?	No. The State declines to modify the existing language on this subject.
General	N/A	35. Do the resumes of key people listed in the personnel roster count toward the 40-page limit for the Technical Response?	If they are included as a part of the response, yes.
General	N/A	36. Can the resumes for key staff be included in an appendix?	Yes
General	N/A	37. Can the 5 required references (2 from current accounts and 3 from completed projects) include references from subcontractors who are on the team?	No. References must be submitted by entities outside of the proposed team.
General	N/A	38. Will the oral presentation be in-person or conducted virtually?	Virtually

General	N/A	39. What is the expected level of effort?	The State is unable to provide interpretation of the terms of the pro forma contract. Respondents may want to seek the advice of counsel regarding the rights and obligations that would arise from the pro forma contract.
General	N/A	40. What is the total contract value?	The maximum liability for the resulting contract will be that of the Evaluation Cost Amount from the awarded cost proposal. The State will add this information to section C.1. of the pro forma contract before it is sent for the Contractor's signature
General	N/A	41. What type of contract is this opportunity? For example, is it Time & Materials, Fixed Price, or Labor Hour?	Please refer to pro forma contract section C.3.
General	N/A	42. Can you define milestone delivery fee?	Please refer to RFP ATTACHMENT 6.3. COST PROPOSAL & SCORING GUIDE
General	N/A	43. Is the milestone delivery fee a standard fee and, if so, what is it?	Please refer to RFP ATTACHMENT 6.3. COST PROPOSAL & SCORING GUIDE
B.19	18	<p>44. Will the Department of Human Services consider adding a modification to the RFP to include the following as a new item, B-19, in attachment 6.2-Section B. which is consistent with the language that was included in Attachment 6.2 – Section B of the Department of Human Services RFP #34501-13219 (Request for Proposals For Eligibility and Benefits Management System): See below for the exact language from the RFP #34501-13219.</p> <p>The State is amenable to including some changes to the Pro Forma Contract. The State will take all reasonable suggested alternative or supplemental contract language changes by proposers under advisement during the evaluation and post award processes, subject to any mandates or restrictions imposed on the State by applicable state law. The State, however, will not take under advisement or consideration any alternative or supplemental suggested contract language changes that were not included in a proposer's proposal response.</p> <p>Clearly list in your response to this item, all exceptions you are taking to the RFP's Pro Forma contract in your proposal. Do not include any exceptions or changes that (1) the State has denied in previous answers to Written "Questions and Comments", (2) contradict a Federal requirement or a Mandatory Requirement, or (3) introduce a significant alteration to the technical requirements. All exceptions must be listed in this section.</p>	The State declines to modify the existing language on this subject. Please see RFP Section 5.3.5.

**3. Delete RFP 34501-80523 Pro Forma Contract section A.10 in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):**

- A.10. **Communications and messaging to Practitioners and Partners.** The Contractor shall provide a social media strategy **and related services** as detailed below.
- a. The Contractor shall develop and deliver to the State a social media strategy to communicate and outline the Vision developed under Section A.9. **The Contractor shall ensure that its social media strategy includes a comprehensive communication plan and proposed content.** The Contractor shall insure that its social media strategy involves placement in major publications **outlining** the **role** of each of the following seven (7) Sectors:
    1. Faith-based;
    2. Philanthropic;
    3. Business;
    4. Academic;
    5. Service-based and nonprofit;
    6. State agencies; and
    7. Community Services Block Grant Community Action Agencies and Human Resource Agencies.
  - b. No later than one hundred and twenty (120) days after the Effective Date, the Contractor shall complete development of the social media strategy and deliver it to the State for review. The State shall review the strategy and request any changes the State deems necessary. The Contractor shall comply with any such State request no later than thirty (30) days after the request. Upon the State's written approval and acceptance of the strategy, the Contractor may invoice for the milestone fee associated with **the** Section A.10 deliverables. **Subsequently, as an ongoing service the Contractor shall implement the social media strategy for the State.**
4. **Add the following as RFP 34501-80523 Pro Forma Contract section A.18 and renumber any subsequent sections as necessary:**
- A.18.** **In order to avoid conflicts of interest, the Contractor shall not provide any service that is required under an Opportunity Act implementation grant.**
5. **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.