



STATE OF TENNESSEE  
DEPARTMENT OF CHILDREN'S SERVICES

**REQUEST FOR PROPOSALS # 35910-10580  
AMENDMENT # 2  
FOR ASSESSMENT MANAGEMENT**

DATE: March 28, 2024

RFP # 35910-08977 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<br>(central time<br>zone) | DATE              |
|---|--------------------------------|-------------------|
| 1. RFP Issued   |                                | MARCH 4, 2024     |
| 2. Disability Accommodation Request Deadline  | 2:00 p.m.                      | MARCH 8, 2024     |
| 3. Notice of Intent to Respond Deadline   | 2:00 p.m.                      | MARCH 11, 2024    |
| 4. Written "Questions & Comments" Deadline  | 2:00 p.m.                      | MARCH 14, 2024    |
| 5. State Response to Written "Questions & Comments"                                     |                                | MARCH 28, 2024    |
| 6. Response Deadline  | 2:00 p.m.                      | APRIL 5, 2024     |
| 7. State Completion of Technical Response Evaluations                                   |                                | APRIL 15, 2024    |
| 8. State Opening & Scoring of Cost Proposals  | 2:00 p.m.                      | APRIL 17, 2024    |
| 9. Negotiation  |                                | APRIL 18-19, 2024 |
| 10. State Notice of Intent to Award Released and RFP Files Opened for Public Inspection |                                | APRIL 23, 2024    |
| 11. End of Open File Period   | 4:30 p.m.                      | APRIL 30, 2024    |
| 12. State sends contract to Contractor for signature                                    |                                | MAY 2, 2024       |
| 13. Contractor Signature Deadline   | 2:00 p.m.                      | MAY 6, 2024       |

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 / COMMENT  | STATE RESPONSE   |
|-------------|--------|---|--|
|             |        | <p>1. Regarding the language Year 1, “cost per consultant per day”, is that equivalent to “cost per one FTE per day”?</p> <p>For example, for the row associated with Data Analysis and Technical Support, it indicates “cost per consultant per day”, this is actually equivalent to 2 FTE’s (part time AA and 1.5 FTE analytic statisticians), so would I put the cost associated with 1 FTE in this row?</p> <p>Correct, or am I reading this wrong?</p> | <p>Yes, you are correct.</p>   |
|             |        | <p>2. Please confirm if there is an incumbent provider of these services. If so, please provide the name of the incumbent provider. If not, please confirm who is currently providing the assessment management services outlined in the scope of services.</p>   | <p>Vanderbilt University Centers of Excellence is the current provider for this scope of services.</p>   |
|             |        | <p>3. What is the process to protect confidential and proprietary information from public disclosure? Please confirm that it is acceptable to submit a redacted version of our proposal for the purposes of fulfilling public a records request.</p>  | <p>Redacted proposals are not acceptable for submission to this RFP. Refer to RFP section 4.8.</p> <p>Respondents are cautioned to not provide any materials in response to this RFP that are trade secrets, as defined under Tenn. Code Ann 47-25-1702 and any other applicable law.</p> <p>By submitting a response to this RFP, the respondent acknowledges and agrees that the State shall have no liability whatsoever for disclose of a trade secret under the Uniform Trade Secrets Act, as provided at Tenn. Code Ann. 47-25-1701-1709, or under any other applicable law.</p> |
|             |        | <p>4. Please confirm that there is no MWBE required contribution.</p>   | <p>This is not a requirement of the contract.</p>  |
|             |        | <p>5. Will a higher score be given to respondents who commit to higher percentages of spending on the Diversity Commitment form than respondents who commit to lower percentages?</p>   | <p>B.15 will be evaluated in total with the rest of section. It is up to each individual evaluator as to what score is given to Section B.</p>   |
|             |        | <p>6. Is the contractor required to supply staff with IT equipment including</p>  | <p>Yes, the contractor is responsible for equipment including computers</p>  |

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|             |        | computers, phones, etc? If so, how are respondents required to include the associated cost in their cost proposals?   | and phones. This cost is included in the daily rate and is considered part of the infrastructure referenced in the Scope.<br><br>A.3. xii; A.4. vi; A.5. vii: The Contractor shall ensure that staff are provided with IT equipment including computers, and cell phones to perform required job task.       |
|             |        | 7. Are staff members (i.e. assessment consultants) expected to travel, if so what is the expected mileage per position per month? Are any positions anticipated to incur overnight travel expenses to perform their job duties?   | Assessment Consultants may need to travel within their assigned region to attend Child and Family Team Meetings. Mileage could vary depending on region and number of requests to attend CFTM. Overnight travel expenses would not generally be anticipated for this position.                               |
|             |        | 8. Are staff positions wholly remote positions or are they expected to perform their job functions in an office location?<br><br>If in an office location, does the contractor utilize Dept office space, furniture, and office equipment, and where is that office space located? If the contractor is to supply office space, furniture, and office equipment how is that to be accounted for in the cost proposal? | Assessment Consultants would be required to work in assigned DCS offices, which is generally the regional office. Cubicle space is provided by the region including desk space and file cabinets.  |
|             |        | 9. Are the assessment consultants expected to be conducting assessments in any capacity, if so in what capacity and how many each per year?   | The Assessment Consultants review and provide coaching to Caseworkers who complete the assessments.  |
|             |        | 10. With the number of questions asked, many of which are critical in providing an accurate and timely response, will the Department extend the proposal deadline 2 weeks to April 19 <sup>th</sup> ?   | The State has built the schedule to reasonably allow time for all questions to be answered and respondents to submit their proposals. Should additional time be needed; as determined by the State, the schedule will be adjusted accordingly. Any schedule changes will be released via official amendment. |
|             |        | 11. How are assessments (CANS, TINS, FAST) conducted today? Using paper forms or using an electronic system?  | The assessments are in the TFACTS system.  |

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|                     |        | 12. Where are assessment results and associated data today stored? Are the stored by paper or electronically? In what system?   | The assessments are in the TFACTS system.   |
|                     |        | 13. Are the results of assessments currently stored electronically as discrete data elements, as copies of paper forms, or another method? Please describe.   | The assessments are in the TFACTS system.   |
|                     |        | 14. How many organizations and individuals are conducting assessments today? Is the number or organizations or individuals expected to change materially during the term of this agreement?   | There is currently one vendor and 26 Assessment Consultants. The number is not expected to change during the term of this agreement.  |
|                     |        | 15. Are the 31 positions as stated in 1.1.2 full-time positions?  | Yes.  |
|                     |        | 16. Please confirm that a font smaller than 12 pt be used to restate the RFP questions or requirements.   | No. Refer to RFP section 3.1.1.2.   |
| RFP Section 3.1.2.1 |        | 17. 3.1.2.1. states "A Respondent must only record the proposed cost exactly as required by the RFP and must NOT record any other rates, amounts, or information" and 3.1.2.2. states "The proposed cost shall incorporate ALL costs for services under the contract for the total contract period, including any renewals or extensions." Are respondents required or permitted to include separate pricing for extension options?   | <p>No. Respondent may not submit any additional materials not expressly requested by the RFP.</p> <p>Please refer to the RFP Attachment 6.3. Cost Proposal &amp; Scoring Guide. Each column is formatted to reflect each year of the agreement.</p> <p>Respondents must only provide pricing exactly as it is required by this RFP. Respondents that provide pricing outside of that which has been requested by the State may be deemed non-responsive.</p>                    |
|                     |        | 18. We noticed a discrepancy regarding language found in the "Response & Respondent Prohibitions"(3.3.1) and "Contract Award Process"(5.3.4 & 5.3.5) sections. Section 3.3.1 states that "A response must not include alternate contract terms and conditions. If a response contains such terms and conditions, the State, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it." Sections 5.3.4 and 5.3.5 state "The Respondent identified as offering the apparent best-evaluated response must sign a contract drawn by the | <p>Section 3.3. refers specifically to your technical response to this RFP. That technical response must not contain any qualification of your response or contain redlines or other terms and conditions.</p> <p>Please refer to Section 5.3.5. of the RFP document. The State will only consider the negotiation of non-material changes, as the contract must be substantially the same as the one offered in this RFP; as this is what respondent's bids were based on.</p> |

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|             |        | <p>State pursuant to this RFP. The Contract shall be substantially the same as the RFP Attachment 6.6., Pro Forma Contract. The Respondent must sign the contract by the Contractor Signature Deadline detailed in the RFP Section 2, Schedule of Events. If the Respondent fails to provide the signed Contract by this deadline, the State may determine that the Respondent is non-responsive to this RFP and reject the response.</p> <p>5.3.5. Notwithstanding the foregoing, the State may, at its sole discretion, entertain limited terms and conditions or pricing negotiations prior to Contract signing and, as a result, revise the pro forma contract terms and conditions or performance requirements in the State's best interests, PROVIDED THAT such revision of terms and conditions or performance requirements shall NOT materially affect the basis of response evaluations or negatively impact the competitive nature of the RFP and contractor selection process.</p> <p>Please confirm that respondents will have the ability to negotiate terms and conditions or performance requirements, as outlined in the RFP's pro forma contract, during contract negotiations?</p> | <p>The pro forma contract will be updated to include non-material changes, such as the awarded Contractor's name and other items such as the cost information that will need to be completed based on the Contractor responses to finalize the contract.</p> |
|             |        | <p>19. What are the "appropriate business and professional licenses" required before the contract is signed?</p>   | <p>The contractor would need to be licensed to conduct business in the State of Tennessee; as detailed in 4.7. of the RFP document, as well as any other relevant licenses.</p>  |
|             |        | <p>20. Is registration with the TN Department of Revenue required pre-submission of the offer?</p>   | <p>This will be requested from the awarded respondent following the Open File period. However, In order for a contract to be executed, a respondent must be registered prior to that execution.</p>  |
|             |        | <p>21. What is the "appropriate documentation" required by the Department of Finance and Administration, Division of Accounts?</p>   | <p>Refer to RFP 35910-08977 - Attachment 1 - Supplier Helpful Information</p>  |

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|             |        | 22. Are resumes required to be submitted with the proposal for all staff, as included in Section 1.1.2, performing services or only key personnel? If resumes are required for only key personnel, what positions does the Department consider “key personnel”?  | Resumes are required by B.13 of the RFP. Please refer to this section for further detail.  |
|             |        | 23. If over the course of carrying out the contract, the contractor’s staff count drops below the stated position counts (for example, if turnover causes the number of Regional Assessment Consultants to drop from the stated 26 down to 24 or 25 temporarily), will there be any adjustment to the per-day billing rates that the contractor is allowed to invoice for?   | The State expects the Contractor to continue to provide service to the region during the vacancy of any employees. All billing should reflect any reduced Contractor headcount until such time as headcount returns to the levels specified in the Contract or required by the State. The contractor will only be able to bill at the contracted rate for the number of staff that have worked during the time period. |
|             |        | 24. Please confirm that the “Evaluation Guide” (RFP Attachment 6.2) is to be submitted with proposals and not “Score Summary Matrix” (RFP Attachment 6.5).   | All evaluation guides must be submitted; with response page numbers completed, as part of the respondent’s proposal. Refer to RFP section 3.1.1.1.<br><br>The score summary matrix is not for the respondent to complete.  |
|             |        | 25. Section C3 of the Proforma Contract included as RFP Attachment 6.6 indicates that the Contractor will invoice resources “per day”. The Cost Proposal & Scoring Guide included as RFP Attachment 6.3 implies that costs will be evaluated based on the assumption that each resource provides 260 days of service per year or five days per week. How are days of service to be determined for invoicing purposes? For example, are days when a resource is on paid-time-off considered to be a day of service? | Days of services are based on 260 business days each service per year. Business days are Monday – Friday, excluding weekends and holidays. In the event an Assessment Consultant is on paid-time-off it is an expectation that workload would be covered the contractor. Only days in which the contractor is providing services under this agreement will be paid.  |
|             |        | 26. Please provide the number of CANS assessments conducted annually, and a forecast of volume over the term of this agreement.  | The number of CANS assessments conducted annually varies depending on the number of children in custody and the number of reassessments each child receives. In FY 22/23 there were over 13,000 CANS approved.   |

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|             |        | 27. Do Assessment Consultants need to be certified as trainers or eligible to be certified as trainers at time of Contract commencement?   | Assessment Consultants will need to be certified as trainers at the time of Contract effective date.   |
|             |        | 28. How will the contractor be involved in foster care parent conferences? What will the participation entail?   | Assessment Consultants are often asked to present training to Foster Parents at the conference.  |
|             |        | 29. What are examples of assessment integration projects and activities? What will the participation entail?   | This would vary depending on the project. However, this is generally projects helping Caseworkers use assessments to drive improvement of services.  |
|             |        | 30. Please provide an outline of the linkage envisioned between the state's TFACT system and the information technology applications provided by the Contractor.   | <p>The Contractor will maintain a system that will allow it to pull analytics on the assessment tools that are entered into TFACTS. This system will not directly interface with TFACTS.</p> <p>This system will be for the use of the Contractor to provide data to DCS. DCS will not have access to that system. The State's Strategic Technology Solutions Division of F&amp;A may require additional requirements if privacy or other sensitive data will be accessed or hosted by the awarded respondent.</p> |
|             |        | 31. Please provide high-level functional requirements for the Information Technology Application identified in requirement A.3.xi. Is it expected that there will be non-Contractor users with direct access to this system? If so, please provide the number of users by type (i.e., state users, other users). | See response to question 30.   |
|             |        | 32. Please provide the number of TINS assessments conducted annually, and a forecast of volume over the term of this agreement.  | The number of TINS assessments conducted annually varies but it is typically more than 150. The volume is projected to increase due to doubling the number of Safe Baby Courts.  |
|             |        | 33. Section 1.1.2 identifies the number of Assessment Consultant staff required by Region. However, the language in Attachment 6.6 A.4 and A.5.i states that Contractor shall allocate sufficient Assessor Consultants in each Region. Do the number of staff per region identified in 1.1.2 meet the            | Yes. The numbers presented are the current number of Assessment Consultants in the existing contract who are sufficiently covering the workload.   |

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|             |        | required "sufficient allocation as stated in Attachment 6.6 A.4.i and A.5.i?"  |  |
|             |        | 34. Please provide high-level functional requirements for the Information Technology Application identified in requirement A.4.iv. Is it expected that there will be non-Contractor users with direct access to this system? If so, please provide the number of users by type (i.e., state users, other users). | See response to question 30.   |
|             |        | 35. Please provide the number of FAST assessments conducted annually, and a forecast of volume over the term of this agreement.  | The number of FAST assessments conducted annually varies depending on the number of non-custodial referrals the Department receives and the number of reassessments each child receives. In FY 22/23 there were over 100,000 approved. |
|             |        | 36. Please provide high-level functional requirements for the Information Technology Application identified in requirement A.5.iv. Is it expected that there will be non-Contractor users with direct access to this system? If so, please provide the number of users by type (i.e., state users, other users). | See response to question 30.   |
|             |        | 37. Will the state contract with only one Contractor for all services included in the RFP, or does the state intend to have contracts with more than one Contractor for any of the Services included in the RFP, during the Contract term?   | This is a single award solicitation.   |
|             |        | 38. This statement appears inconsistent with the Cost Proposal & Scoring Guide (Attachment 6.3) that indicates payment for 260 days per person for 31 people. If it is inconsistent, which one controls?   | Payment is based on the anticipated 260 days of service per employee. Based on business days, excluding weekends and holidays. Actual payment will be based ONLY on the days worked. See response to question 35.                      |
|             |        | 39. Please define what is meant by "per compensable increment" in the "Amount" column of the table below section C.3.b of the Pro Forma Contract? Does this just refer to the "per day" below it? Or does it refer to the number of positions listed in  | Yes, the compensable increment is per day, however, the respondents do not complete anything on the Pro Forma Contract.<br><br>Proposed Costs should be entered in RFP Attachment 6.3. and should                                      |



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|             |        | <p>parentheses in the first column of the table? For instance, for Regional Assessment Consultants, should respondents respond with a price per day that is already reflective of all 26 positions, or should respondents respond with a price per position per day that would then be multiplied by 26 positions?</p> | <p>be per position (as detailed in the Cost Item Description) per day. The proposed cost is per one position per day (the anticipated number of positions is 26 for Assessment Consultants.). ....)</p>   |
|             |        | <p>40. Will the intended Contractor have the ability to the negotiate Insurance Requirement language in Section D.32 to reflect commercially and reasonably available coverage upon receiving Notice of Intent to Award?</p>   | <p>The State will only consider the negotiation of non-material insurance changes.</p> <p>Additionally, The State reserves the right to require a Certificate of Insurance and, any endorsements required by these specifications, at any time.</p> <p>A respondent must have the coverage required by this RFP and in the limits required by the RFP. No changes will be allowed to those items.</p> |
|             |        | <p>41. We believe that the following insurance, D.32.d - Technology Professional Liability (Errors &amp; Omissions)/Cyber Liability Insurance, will be unnecessarily expensive.</p> <p>Will the state waive the prohibition against alternative proposals for this particular insurance?</p>                           | <p>As this agreement will involve confidential, sensitive PII will be involved or if the contractor may be providing hosted services, this type of insurance coverage is a requirement. The State will not waive the prohibition against providing alternate coverages.</p> <p>Please refer to Item 3..</p>   |

**3. Delete Pro Forma section D.32.d. in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):**

- d. Technology Professional Liability (Errors & Omissions)/Cyber Liability Insurance
  - 1) The Contractor shall maintain technology professional liability (errors & omissions)/cyber liability insurance appropriate to the Contractor’s profession in an amount not less than five million dollars (\$5,000,000) per occurrence or claim and five million dollars (\$5,000,000) annual aggregate, covering all acts, claims, errors, omissions, negligence, infringement of intellectual property (including copyright, patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, information theft, damage to destruction of or alteration of electronic information, breach of privacy perils, wrongful disclosure and release of private information, collection, or other negligence in the handling of confidential information, and including coverage for related regulatory fines, defenses, and penalties.
  - 2) Such coverage shall include data breach response expenses, in an amount not less than five million dollars (\$5,000,000) and payable whether incurred by the State or Contractor, including but not limited to consumer notification, whether or

not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services and expenses in the performance of services for the State or on behalf of the State hereunder.

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