



STATE OF TENNESSEE
TREASURY DEPARTMENT

**REQUEST FOR PROPOSALS # 30901-60224
AMENDMENT # 1
FOR TENNESSEE UNCLAIMED PROPERTY HOLDER
EDUCATION AND CONTRACTOR ASSISTED SELF
EXAMINATION**

DATE: August 26, 2024

RFP # 30901-60224 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		August 9, 2024	CONFIRMED
2. Disability Accommodation Request Deadline	2:00 p.m.	August 14, 2024	CONFIRMED
3. Pre-response Teleconference	10:00 a.m.	August 15, 2024	CONFIRMED
4. Notice of Intent to Respond Deadline	2:00 p.m.	August 16, 2024	CONFIRMED
5. Written "Questions & Comments" Deadline	2:00 p.m.	August 21, 2024	CONFIRMED
6. State Response to Written "Questions & Comments"		August 26, 2024	CONFIRMED
7. Technical Response and Cost Proposal Deadline	2:00 p.m.	September 3, 2024	CONFIRMED
8. State Completion of Technical Response Evaluations		September 12, 2024	CONFIRMED
9. State Opening & Scoring of Cost Proposals		September 13, 2024	CONFIRMED
10. Negotiations (Optional to the State)		September 16, 2024 – September 17, 2024	CONFIRMED
11. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection		September 24, 2024	CONFIRMED

12. End of Open File Period		October 1, 2024	CONFIRMED
13. State sends contract to Contractor for signature		October 2, 2024	CONFIRMED
14. Contractor Signature Deadline	2:00 p.m.	October 4, 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	Is there a minimum and/or maximum number of Holders that the State intends to approve for outreach, education, and notification each year?	No. There is no set amount, minimum or maximum.
2	Would the State consider establishing alternative pricing parameters in Payment Methodology to compensate the Contractor any of the following ways? If so, please advise on the best manner in which to reflect this in RFP Attachment 6.3., Cost Proposal & Scoring Guide. i. A flat fee per Holder identified pursuant to Section A.5 of the Pro Forma Contract, and for distribution of the educational materials pursuant to Section A.7 of the Pro Forma Contract, for those Holders that do not provide their policies and procedures for the Contractor to review. ii. A flat fee per Holder that is authorized for a Contractor-Assisted Self-Examination under Section A.8 of the Pro Forma Contract, in instances where: (a) the Holder fails to execute a written agreement with the Contractor; (b) the Holder executes a written agreement and later opts out or fails to complete the self-examination; or (c) the percentage of the value of any Past-Due Unclaimed Property reported and remitted by the Holder is less than the flat fee pursuant to the services rendered under Section A.5 of the Pro Forma Contract. iii. The contingency fee percentage of the value of any Past-Due Unclaimed Property reported and remitted to the State in instances where the Holder circumvents the assistance of the Contractor and reports and remits Past-Due Unclaimed Property to the State.	See Item 3 below for an amendment to RFP Attachment 6.3 (Cost Proposal & Scoring Guide), Item 4 below for an amendment to Section C.3.b. of the <i>Pro Forma</i> Contract (RFP Attachment 6.6), and Item 5 below for an amendment to Section A.8.a.(3) of the <i>Pro Forma</i> Contract (RFP Attachment 6.6). 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 record any other rates, amounts, or information.</u> 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.
3	As the Contractor shall not take physical custody of the financial records of the Holder and shall not perform an examination or audit of those records, would the State consider remaining silent on the current requirement to provide the Holder, if requested, a non-disclosure agreement signed by the Contractor under A.8.b.(B). If the contract is silent, the State and Contractor could upon	Agreed. See Item 6 below for an amendment to Section A.8.b.(1)(B) of the <i>Pro Forma</i> Contract (RFP Attachment 6.6).

QUESTION / COMMENT	STATE RESPONSE
award determine the most efficient way to respond to any requests for non-disclosure agreements.	
4 What is the estimated number of holders to be assigned to the awarded contractor for the services outlined in Sections A.5 through A.7 of the Pro Forma Contract (Pages 37-38)?	This is dependent on the results of Section A.4. of the <i>Pro Forma</i> Contract (RFP Attachment 6.6). We do not have an estimate.
5 There is a discrepancy between the RFP number referenced in the Reference Questionnaire (RFP Attachment 6.4, Pages 31-32) and the cover page of the RFP. Please clarify how to proceed.	Since this is our only RFP on the street right now, it will not pose a problem for us if the RFP number on the Reference Questionnaire remains the same. However, if you would like, you could change the RFP number on the Questionnaire to RFP # 30901-60224 and instruct the respective reference to e-mail the reference directly to the Solicitation Coordinator by the RFP Technical Response Deadline with the Subject line of the e-mail as "[Respondent's Name] Reference for RFP #30901-60224".
6 In accordance with Section 1.4.4 of the above-referenced RFP, we would like clarification on the following: • RFP Attachment 6.4 states "(iii) E-mail the reference directly to the Solicitation Coordinator by the RFP Technical Response Deadline with the Subject line of the e-mail as "[Respondent's Name] Reference for RFP # 30901-59824". • Please clarify what RFP number should be listed in the subject line for when our references send over their completed questionnaires. The RFP number on the first page of the proposal lists "RFP # 30901-60224".	See response to Question 5 above.
7 RFP Attachment 6.3 – Cost Proposal lists the below: - o Flat fee for "all services set forth in Section A of the Pro Forma Contract (RFP Attachment 6.6), wherein no Contractor-Assisted Self-Examination was conducted pursuant to either Section A.8 or Section A.9 of the Pro Forma Contract". - o Percentage of the value of the Past-Due Unclaimed Property reported for " all services set forth in Section A of the Pro Forma Contract (RFP Attachment 6.6) wherein a Contractor-Assisted Self-Examination was conducted pursuant to either Section A.8 or Section A.9 of the Pro Forma Contract (RFP Attachment 6.6)." • Please clarify whether a bidder can propose either a flat fee or percentage cost structure only or if the State requires both sets of pricing to be provided.	The State expects respondents to provide a cost in both cost line items since the two cost line items are for different services. See response to Question 2 above.

3. **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).

4. 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:

Goods or Services Description	Amount (per compensable increment)
(i) For all services set forth in Section A of this Contract wherein no Contractor-Assisted Self-Examination was conducted pursuant to either Section A.8 or Section A.9	\$ _____ (flat fee per Holder identified pursuant to Section A.5 whose Unclaimed Property policy and procedures were reviewed by the Contractor pursuant to Section A.7) contacted by the Contractor and provided the educational materials described in Section A.7)
(i) For all services set forth in Sections A.4 – A.7; namely, Develop Factors and Methods for Identifying Holders; Identifying Holders; Develop Educational Methods and Materials for Identified Holders; and Review of Identified Holders' Unclaimed Property Policies and Procedures; and Educating Identified Holders	
(ii) For all services set forth in Section A of this Contract wherein a Contractor-Assisted Self-Examination was conducted pursuant to either Section A.8 or Section A.9	_____ % of the value of the Past-Due Unclaimed Property reported and remitted to the State as a result of a Contractor-Assisted Self-Examination. Note: "Past-Due Unclaimed Property" is defined in Section A.2.(7) of the <i>Pro Forma Contract</i>

5. Delete Section A.8.a.(3) 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):

(3) If the State agrees to move forward with a Contractor-Assisted Self-Examination, the State may choose to end the Contractor-Assisted Self-Examination at any time and in its sole discretion upon written notice to the Contractor. If the State makes this determination, the Contractor shall cease all work associated with that Contractor-Assisted Self-Examination upon receipt of the written notice, and the Contractor shall be entitled to compensation pursuant to Section C.3.b.(i) as if the State originally chose not to move forward with the Contractor-Assisted Self-Examination. The State's exercise of its rights pursuant to this Section A.8.a.(3) shall not constitute a breach of Contract by the State and the Contractor shall not be entitled to any actual, general, special, incidental, consequential, or any other damages irrespective of any description or amount as a result thereof.

6. Delete Section A.8.b.(1)(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) Provide the Holder with a copy of each of the following items:

1. A copy of the Act; and
2. An executed copy of this Contract. At the Contractor's discretion, the copy may have the fees in Section C.3 redacted; and
3. If requested by the Holder, a non-disclosure agreement signed by the Contractor wherein the Contractor agrees to preserve the Holder's reasonable expectation of privacy of the owner's interest;

7. **Delete Section A.8.b.(4) 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):**

(4) The Contractor shall inform the Holder of the (i) requirements of the Act, (ii) details of the reporting requirements, and provide the necessary information to the Holder or Holder's Transfer Agent regarding Unclaimed Property and the reporting process and provide other necessary guidance and assistance to the Holder or the Holder's Transfer Agent so that the Holder can accurately perform the self-examination. This shall also include the Contractor fulfilling the Contractor's responsibilities detailed in Section ~~A.8.b.(1)(F)~~ ~~A.8.(b)(1)(G)~~ above. The Contractor shall not take physical custody of the financial records of the Holder and shall not perform an examination or audit of those records.

8. **Delete Section A.13 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.13. Non-Disclosure. Except as expressly allowed in this Contract, the Contractor shall not disclose any information it may obtain hereunder, and all such information is acknowledged to be held confidentially for the State. The Contractor shall advise any party that may be assisting the Contractor in the performance of this Contract pursuant to Section ~~D.5 D.7~~ below, including, but not limited to, attorneys, transfer agents, affiliated businesses or related parties, of the confidential nature thereof. It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

9. **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.

RFP ATTACHMENT 6.3.**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 goods or services defined in the Scope of Services of the RFP Attachment 6.6., *Pro Forma* Contract and for the entire contract period. The Cost Proposal shall remain valid for at least one hundred twenty (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 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 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 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.

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 it. If said individual is not the *President* or *Chief Executive Officer*, this document must attach evidence showing the individual's authority to legally bind the Respondent.

RESPONDENT SIGNATURE:	
PRINTED NAME & TITLE:	
DATE:	

RESPONDENT LEGAL ENTITY NAME:			
Cost Item Description	Proposed Cost	State Use Only	
		Evaluation Factor	Evaluation Cost (cost x factor)
For all services set forth in Section A of the <i>Pro Forma</i> Contract (RFP Attachment 6.6), wherein no Contractor-Assisted Self-Examination was conducted pursuant to either Section A.8 or Section A.9 of the <i>Pro Forma</i> Contract For all services set forth in Sections A.4 – A.7 of the <i>Pro Forma</i> Contract; namely, Develop Factors and Methods for Identifying Holders; Identifying Holders; Develop Educational Methods and Materials for Identified Holders; and Review of Identified Holders' Unclaimed Property Policies and Procedures; and Educating Identified Holders.	\$ _____ (flat fee per Holder identified pursuant to Section A.5 of the <i>Pro Forma</i> Contract (RFP Attachment 6.6) whose Unclaimed Property policy and procedures were reviewed by the Contractor pursuant to Section A.7 of the <i>Pro Forma</i> Contract) contacted by the Contractor and provided the educational materials described in Section A.7 of the <i>Pro Forma</i> Contract)	500-5,000	
For all services set forth in Section A of the <i>Pro Forma</i> Contract (RFP Attachment 6.6) wherein a Contractor-Assisted Self-Examination was conducted pursuant to either Section A.8 or Section A.9 of the <i>Pro Forma</i> Contract (RFP Attachment 6.6)	_____ % of the value of the Past-Due Unclaimed Property reported and remitted to the State as a result of a Contractor-Assisted Self-Examination. Note: "Past-Due Unclaimed Property" is defined in Section A.2.(7) of the <i>Pro Forma</i> Contract	\$25,000,000	
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.			
lowest evaluation cost amount from all proposals		x 30 (maximum section score)	= SCORE:
evaluation cost amount being evaluated			
State Use – Solicitation Coordinator Signature, Printed Name & Date:			