STATE OF TENNESSEE
TREASURY DEPARTMENT

REQUEST FOR PROPOSALS # 30901-58424
AMENDMENT # 1
FOR TENNESSEE CONSOLIDATED RETIREMENT
SYSTEM NEW PENSION ADMINISTRATION SYSTEM

DATE: April 4, 2024

RFP # 30901-58424 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 5, 2024	CONFIRMED
2. Disability Accommodation Request Deadline	2:00 p.m.	March 8, 2024	CONFIRMED
3. Pre-response Teleconference	11:30 a.m.	March 11, 2024	CONFIRMED
4. Notice of Intent to Respond Deadline	2:00 p.m.	March 12, 2024	CONFIRMED
5. Written "Questions & Comments" Deadline	2:00 p.m.	March 15, 2024	CONFIRMED
6. State Response to Written "Questions & Comments"		April 4, 2024	CONFIRMED
7. Second & Final Round of Written "Questions & Comments" (Follow-Up Questions & Comments) Deadline (See RFP Section 1.4.4.)	2:00 p.m.	April 18, 2024	CONFIRMED
8. State Response to Second & Final Round of Written "Questions & Comments"		May 2, 2024	CONFIRMED
9. Technical Response and Cost Proposal Deadline	2:00 p.m.	May 9, 2024	CONFIRMED
10. State Completion of Technical Response Evaluations		May 31, 2024	CONFIRMED
11. State Schedules Respondent Oral Presentations (Respondent Finalists Only)		June 3, 2024 – June 14, 2024	CONFIRMED

12. Respondent Oral Presentations (Respondent Finalists Only)	8:00a.m. – 4:30 p.m.	June 17, 2024 – June 21, 2024		CONFIRMED
13. State Opening & Scoring of Cost Proposals (Finalists Only)	2:00 p.m.	June 24, 2024		CONFIRMED
14. Negotiations (Optional to the State)		June 25, 2024 – July 1, 2024		CONFIRMED
15. State Notice of Intent to Award Released and RFP Files Opened for Public Inspection	2:00 p.m.	July 8, 2024		CONFIRMED
16. End of Open File Period		July 15, 2024		CONFIRMED
17. State sends contract to Contractor for signature		July 16, 2024		CONFIRMED
18. Contractor Signature Deadline	2:00 p.m.	July 22, 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 <u>NOT</u> be construed as a change in the actual wording of the RFP document.

	QUESTION / COMMENT	STATE RESPONSE
1	We noticed the due date for written questions is Friday, March 15. Due to the size of the RFP with over 400 pages of requirements and round 2 of questions being only for clarifications of previously submitted questions, we would like to request an extension to submit questions until Friday, March 22.	The State respectfully declines.
2	Is this requirement currently being fulfilled by a vendor? If so, can I get the relevant contract details such as contract #, value, and expiration? If not, can you confirm this is a new requirement for the department? Any information you can provide is appreciated.	No. We are seeking to implement a new and enhanced pension administration software system as explained in Section 1.1 of the RFP.
3	RFP, Section 1.1, Page 2, states "The State seeks to acquire and implement a software solution for TCRS that is developed as a cloud native application that is fully elastic and encompasses a core line of business Pension Administration System (PAS), Customer Relationship Management (CRM) solution, Business Intelligence and Data Analytics (BI), and an Enterprise Content Management (ECM) solution necessary to support current and future departmental business processes. The CRM, BI, and ECM functionality may be delivered as part of an integrated system or a third-party solution."; Can you please provide a definition for "cloud native"? Does this mean the solution must be built using micro services such as AWS Lambda or Azure Functions, or simply that the	A Cloud Native application would include Azure Functions, Azure Kubernetes, microservices, etc. Servers that are just lifted and shifted to the cloud, would not meet this requirement.

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solution can be deployed to the cloud, or some other definition?	
4 RFP, Section 1.1, Page 2, states "The State seeks to acquire and implement a software solution for TCRS that is developed as a cloud native application that is fully elastic and encompasses a core line of business Pension Administration System (PAS), Customer Relationship Management (CRM) solution, Business Intelligence and Data Analytics (BI), and an Enterprise Content Management (ECM) solution necessary to support current and future departmental business processes. The CRM, BI, and ECM functionality may be delivered as part of an integrated system or a third-party solution."; What CRM demonstrations has TCRS had in the last year? Is there a preferred CRM solution?	TCRS has not had any CRM demonstrations in the last year, nor do we have a preferred solution.
5 RFP, Section 1.1, Page 2, states "the solution must be a fully automated solution whereby no human intervention would be necessary for the day-to-day management and tracking of member, beneficiary, retiree and participating employer requests and transactions"; Does this mean that refunds, service purchases, and retirements will be processed without any review and approval by users? If not, can TCRS describe the specific envisioned future processes that would provide the level of automation desired?	TCRS expectation is the system will complete processing of refunds, service purchases and retirements based on risk factors and rules such that the majority, if not all, of these items will be completed without a person reviewing. Those with high risk factors or that fail the rules will be reviewed by the quality review team.
6 RFP, Section 1.1.1, Page 5, states "However, new legislation....have resulted in increased organizational risk, increased implementation duration and constraints, and probable alternative product opportunity costs."; Can TCRS describe what new legislation is driving the need for a new administrative system?	New legislation was one of the factors contributing to the desire to seek a new pension administration system. Over the last several General Assemblies, several new laws have made changes to retirement provisions impacting specific personnel such as law enforcement officers, emergency medical services personnel, bus drivers and cafeteria workers. The current pension administration system does not capture job titles which makes it difficult to implement. Other examples include adding new temporary benefits payable for a certain period for specific groups meeting specific requirements.
7 RFP, Section 1.1.1, Page 6, states "however, the implementation timeline must be 42 to 60 months from project initiation ("kick-off") to project completion (system "go-live ")"; What are TCRS' primary considerations for requiring this lengthy timeline with a minimum of 42 months?	See Item 16 below for an amendment to Question C.17 of RFP Attachment 6.2. — SECTION C, Technical Qualifications, Experience & Approach Items to clarify that the implementation timeline can be sooner than 42 months.
8 RFP, Section 3.3.1, Page 13, states "A response must not include alternate contract terms and conditions"; However, at the Pre-RFP Teleconference it was stated that vendors should provide exact alternative language to terms and conditions that would like to negotiate, can the State clarify this position?	As explained during the Pre-response Teleconference, any proposed modifications to the contract terms and conditions <u>must be made by the Written Questions & Comments Deadline</u> (and contain the exact proposed modified language) so that the State can consider any amendments to the contract. After that time, no

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	changes to the contract will be entertained by the State. See also Section 1.6 of the RFP. A respondent must not include alternate contract terms and conditions in its response.
9 RFP, Section A.19, Page 27, states "Provide a statement that excluding externally facing portals, no more than 10% of the core PAS solution can be developed using third-party software"; Can the State provide additional clarity, including an example, regarding this requirement?	Treasury is looking for a solution where at least 90% of the core solution is built by the vendor and rather than utilizing a 3rd party rules engine to provide the core solution.
10 RFP, Section A.20, Page 27, states "Provide a statement that the System will be developed as a cloud native application that is fully elastic such that batch jobs and jobs such as Annual Member Statements are configured to run in parallel to ensure completion in the required timeframes set forth in Section A.12.a. the Pro Forma Contract (RFP Attachment 6.6)."; Does this mean that every single DB transaction must be logged, along with when it was initiated and the duration of the call within the PAS, CRM, BI, and ECP solutions, or can a third party DB monitoring tool can be used to provide this data?	A third-party monitoring tool can be used to monitor and log this data. This tool would need to be defined in the proposed solution.
11 General Question: Is the incumbent vendor precluded from proposing an upgrade to the current Pension Administration System?	No.
12 Attachment 2, Section INT.01.07, Page 21, states "The system must be able to meet the projected growth in processing volume of 10 percent per year for a period of 15-20 years following the end of the warranty period with no additional cost to TCRS."; With a cloud-based solution, the ongoing cloud costs are elastic and based heavily on compute & storage usage. Is the vendor responsible for these dynamic 15-20 year costs (including cloud provider cost adjustments)? Should these costs be included in Cost Proposal "6.(a) If selected by the State, PAS Hosting by Contractor in Public Cloud" quarterly cost?	Yes, these costs should be included in the cost proposal section identified.
13 Attachment 2, Section INT.01.25 & INT.01.10, Page 23, states "The system will design and implement logs in a manner that can be consumed by the TCRS's Security Information and Event Management (SIEM) solution."; What SIEM system does TCRS currently have and what is the version?	Treasury uses Elastic Cloud as our SIEM system.
14 Attachment 2, Section INT.04.01, Page 27, states "The system will replicate all system data to the target business intelligence platform at near real-time, but not longer than 60 minutes."; What Business Intelligence platform does TCRS prefer?	Treasury would need data pipes setup to Snowflake (our BI data repository) depending on the report needs, we will use PowerBI or Tableau for data analytics reporting.
15 Attachment 2, Section , Page 15, 16, 46, states "Key metrics like 99.999% uptime, 24-hour recovery time, and 15-minute recovery point are mandatory to minimize disruption; SRV.01.03 - The System, in whole and in part,	Uptime should be 99.9%.

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including but not limited to Hosting Services, must have Availability for User in accordance with Requirements 99.9% of the time 24 hours/day, seven days per week, except for planned maintenance that is communicated at least 48 hours in advance of system downtime. The intervals measured shall be every 5 minutes during guaranteed periods. Additionally, the Overview for System Architecture, on Page 5, lists 99.99% uptime."; These requirements are inconsistent. Can TCRS please clarify these conflicting requirements?	
16 Attachment 2, Section 21, Page INT.01.04, states "The system will develop interfaces to support both hybrid on-premise and cloud architectures."; Why must interfaces need to support both on-premise and cloud architectures?	See response to Question 40 below.
17 Attachment 2, Section 67, Page UX.03.01, states "When the solution is used on mobile device, it shall meet the same performance requirements as established in the Performance Management Plan."; Will TCRS measure mobile devices attached to their network? How can bidder be responsible for latency injected by the mobile service provider?	Yes, when measuring the performance of web based or mobile device solutions, these devices will be attached to a local area network.
18 Attachment 2, Section 63, states "It must fluently support both English and Spanish languages across channels."; Will the vendor be responsible for Spanish translation of all existing materials, correspondences and static screen elements?	The user interface must work with various browsers' translation services allowing the site to be translated into most languages.
19 RFP Attachment 2, Page 15, states "Performance testing must validate sub-second response times for transactions during acceptance testing and at scale identical to production environments", while DAT.03.18 states "2 seconds for standard operation and 5 seconds for complex queries", Can you please reconcile these conflicting requirements?	On network, performance testing of the application must meet sub-second response times. Jobs that run, that may be large, periodic (monthly/quarterly/annual) jobs, must meet the performance requirements defined in DAT.03.18.
20 3.1.1 Technical Response The RFP states that respondents should use RFP Attachment 6.2 to organize, reference and draft the Technical Response. RFP Attachment 6.2 includes Section D: Oral Presentation. Could TCRS please confirm that respondents do not need to duplicate and include Section D in our Technical Response?	Respondents are NOT to duplicate and include Section D in their Technical Response.
21 3.1.1.2 Response Form To comply with RFP instructions, we will copy Section A of the Technical Response & Evaluation Guide (i.e., the table), then provide a written response for each item. We will do the same for Sections B and C. Could TCRS kindly confirm that the copied table can remain in its native 9-point font, rather than convert it to the 12-point font requested for text?	The copied tables may remain at 9-point font. However, the responses to the questions in those tables are to be 12-point font text.

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22 Contract Attachment 3, Vendor Response to Requirements For Contract Attachment 3 Cybersecurity Requirements, kindly confirm where respondents should indicate the Degree of Customization Required, since there is no specified field in the Attachment allowing us to do so.	Respondents are required to provide that information in response to Question C.7 of RFP Attachment 6.2.
23 RFP Attachment 6.2, Section A, Item A.6. We have multiple projects in flight, similar to TCRS in terms of size and project scope, that have not been completed but are in implementation. We propose that representative implementation projects currently underway be considered to meet this requirement.	The State respectfully declines.
24 RFP Attachment 6.2, Section A, Item A.4 RFP Attachment 6.6, Pro Forma Contract, Item A.15. We would like the opportunity to discuss the ability to leverage resources in North America.	The State respectfully declines. See response to Question 229 below.

25   Intellectual property and escrow:
 	
    •   RFP Attachment 6.6, Pro Forma Contract, Item A.5.b.(22).
 	
    •   RFP Attachment 6.6, Pro Forma Contract, Item A.6.
 	
    •   RFP Attachment 6.6, Pro Forma Contract, Item E.5.
 	
We are proposing to discuss the terms of escrow and intellectual property with TCRS. We would like to discuss these provisions to reflect (i) our desired ownership over IP, and (ii) given that we require an agreement between the State, us, and our escrow agent, how the agreement with our escrow agent would be structured.
	See Item 17 below for an amendment to Section A.6. of the *Pro Forma* Contract (RFP Attachment 6.6). See also response to Question 8 above.

26 RFP Attachment 6.6, Pro Forma Contract, Item A.14 RFP Attachment 6.6, Pro Forma Contract, Item E.4.a.(6) We are proposing to discuss these provisions with TCRS as there may be circumstances where we are required to maintain backups of data.	Unless, during the follow-up Written Questions and Comment Period, you can cite to a specific law that mandates you to maintain backups of State Data, the State will not amend the contract to allow for maintenance/retention of State Data backups data beyond what is required in the RFP.
27 RFP Attachment 6.6, Pro Forma Contract, Item D.18 While we understand the legislative framework in which TCRS is working, we would like to work with TCRS on finding a commercially reasonable limitation of liability for which TCRS can receive approval.	See Item 12 below for an amendment to Section D.18 of the *Pro Forma* Contract (RFP Attachment 6.6). See also response to Question 8 above.
28 RFP Attachment 6.6, Pro Forma Contract, Item D.32 We would like the opportunity to discuss the insurance language in the contract to ensure that it aligns with the	See Item 5 below for an amendment to Section D.32 of the *Pro Forma* Contract (RFP Attachment 6.6). See also response to Question 8 above.

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terms of our existing insurance coverage and is applicable to the services being delivered for this mandate.	
29 Attachment 6.6, Section A.5, #13 mentions a "data cleansing and transformation vendor". Has this vendor already been selected, or will a separate RFP be issued for that procurement?	A separate RFP for these services will be issued soon with an anticipated contract start date of July 1, 2024.
30 RFP Attachment 6.2 - Section B, No. B9 Please confirm 2019, 2020, and 2021 are the correct years.	Confirmed.
31 RFP Section 2.1.5. Page 10 Will the State consider granting a two (2) week extension to the first Written "Questions & Comments" deadline?	See response to Question 1 above.
32 Contract Attachment 3 Cybersecurity Requirements - Page 4 The Instructions to Vendors states, "for all requirements, indicate the degree of customization required in the appliable field." Please clarify "applicable field." Is the State looking for Vendors to add a column to the tables provided in the PDF and submit as part of our Technical Response?	Yes. It would be included in the response to Question C.7 of RFP Attachment 6.2.
33 RFP Section 3.1.1.2 Page 12 Please clarify if there is a font style requirement (or only font size).	There is no font style requirement.
34 RFP Section 3.1.1.2 Page 12 Please clarify if text included in tables (as part of our response) is required to be 12 pt.	See response to Question 21 above.
35 RFP Attachment 6.2 - Section A, A.6 Page 30 Given the limited number of opportunities available each year that meet the criteria in A.6, would the State consider implementations no older than six years?	Yes. See Item 15 below for an amendment to Item A.6 of RFP Attachment 6.2., Technical Response & Evaluation Guide, Section A— Mandatory Requirements.
36 RFP Attachment 6.2 - Section A, A.6 Page 30 Would the State consider modifying the first sentence in A.6, to, "Defined Benefit (DB) plan, and/or Defined Contribution (DC) plans or hybrid plan with all most the following specifications:"	See Item 15 below for an amendment to Item A.6 of RFP Attachment 6.2., Technical Response & Evaluation Guide, Section A— Mandatory Requirements.
37 RFP Attachment 6.2 - Section C, C.9 Page 35 Would the State consider the delivery of a Project Plan in Microsoft Excel as we do not maintain Project Plans in Microsoft Project?	Yes. See Item 18 below for an amendment to Question C.9 of RFP Attachment 6.2. — SECTION C, Technical Qualifications, Experience & Approach Items.
38 RFP Attachment 6.2 - Section C, C.17 Pages 38-40	Yes.

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Respondent utilizes SAFe Agile methodology. As part of the project launch would the State be willing to work with Respondent to define the features, once they are further refined, to jointly determine which would be delivered as part of each milestone?	
39 RFP Attachment 6.2 - Section C, C.60 Page 53 Please clarify if the TCRS would consider a global support model in which support is provided from the US and other countries. Please note that Customer Data and other confidential information is not accessible outside the US.	The State respectfully declines.
40 Contract Attachment 2 PAS Non-Functional Requirements Page 21 INT.01.04 On INT.01.04, "The system will develop interfaces to support both hybrid on-premise and cloud architectures.", we assume this to mean that the system will support the ability to interface with other systems regardless of those systems being in a public cloud or on-premise. Please advise if our interpretation differs from the intended meaning.	This interpretation is correct. The system will support the ability to interface with other systems regardless of those systems being in a public cloud or on-premise.
41 RFP Attachment 6.6 A5, b 13 Page73 Regarding the conversion and migration of TCRS data and existing imaging data. Assuming an integrated ECM, will TCRS or the data cleansing and transformation vendor perform the extraction of the imaging metadata and the physical images from FileNet?	Yes.
42 Contract Attachments 2 – Non-Functional Requirements Page 71 On ECM02.21, the number of 11 million images are mentioned. Are these physical image files consisting of one or more pages or individual pages?	This is a count of image files which may be one or more pages.
43 Contract Attachments 2 – Non-Functional Requirements Page 71 On ECM02.21, the number of 11 million images are mentioned. Please provide a breakdown of the different images and documents by file type, such as PDF, TIFF, PNG, etc.	The State does not believe the requested information is necessary to enable respondents to respond to this RFP.
44 Contract Attachments 2 – Non-Functional Requirements Page 71 On ECM02.21, how many annotations and overlays currently exist in the FileNet imaging system?	The State does not believe the requested information is necessary to enable respondents to respond to this RFP.
45 Contract Attachments 2 – Non-Functional Requirements Page 44 DAT.04.01, DAT.04.02, DAT04.03 On DAT.04.01, DAT.04.02, DAT04.03 - Data Migration. The Responsible column indicates the "System". Can	Yes.

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we assume that this is the responsibility of the Data Cleansing and Transformation Vendor that the State selected instead of the System? It is our understanding that the State's chosen data vendor will perform the data extraction, data profiling, cleansing, pre-processing, and transformation of the source data per the Contractor's prescribed staging table layout. Please confirm.	

46   RFP Attachment 6.2 - Section A, No. A16
Page 27
 	
Pertaining to the State's private government cloud, please provide the following details:
 	
    •   Implementation Status:
         o   Is the private government cloud implemented?
         o   If implemented is it based on a public cloud infrastructure (i.e. AWS, Azure)
    •   Continuity and Disaster Recovery
         o   Location and datacenter rating (Tier Rating) of primary datacenter
         o   Location and datacenter rating (Tier Rating) of secondary data center
         o   Connectivity type and connectivity redundancy between both sites including speed and bandwidth.
         o   Connectivity to support vendor services.
         o   Support for off-site immutable backups
    •   Architecture Overview:
       o   Overview of the cloud architecture.
    •   Hardware Resources:
         o   List of hardware resources used including those to support redundancy, scalability, and resiliency.
    •   Software Stack:
         o   List of supported operating systems and other relevant software.
    •   Services Utilized:
         o   Key services available including and not limited to autoscaling and automated failover.
    •   Future Plans and Expansion:
	- Yes, the State's Gov Cloud is implemented.
	- Yes, it is based on a public cloud
	
	The State does not believe the remaining requested information is necessary to enable respondents to respond to this RFP. These are items that we would expect the respondent to provide.

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	o Any plans for future changes or expansions. • Additional Information: o Any other relevant details	
47	RFP Attachment 6.2 - Section A, No. A16 Page 27 Would TCRS consider a fully managed SaaS solution offered solely in a public cloud as the one and only option provided it full satisfies the Organizational Principles detailed in Section 1.1.1?	Yes, as long as this is the winning bid.
48	Contract Attachments 2 – Non-Functional Requirements Page 5 On System Architecture Requirements, under Overview, "The PAS must deliver 99.99% uptime, recovering within 24 hours and losing no more than 15 minutes of data." And similar wording on page 15 of the same document "Key metrics like 99.999% uptime, 24-hour recovery time, and 15-minute recovery point are mandatory to minimize disruption", considering that most solutions leverage many services that are each underpinned with varying degrees of SLAs? Is this requirement open to modification?	Correction, uptime should be 99.9%. No, the SLA is requirement of 99.9% cannot be modified.
49	Contract Attachments 2 – Non-Functional Requirements SYS.07.03 on page 14, and SRV.04.01 on page 19 Page 5 On "Response times for 98% of transactions should fall below 2 seconds", we assume that transactions refer to CRUD (create, read, update, delete) operations performed by the vendor's applications against its underlying data stores and the objects or data therein. Otherwise please provide specific examples of the intended query and update functions here referred to as transactions.	That is a correct understanding of the requirement.
50	Contract Attachments 2 – Non-Functional Requirements Page 46 DAT.03.18 On DAT.03.18 "The system performs data requests within 2 seconds for standard operations and within 5 seconds for complex queries", we assume that queries refer to READ operations performed by the vendor's applications against its underlying data stores and the data therein, and do not involve query of data stored in external homegrown or 3rd party systems. Please advise if our understanding is incorrect. Please provide the definition of standard operations and complex queries and their expected volume and specific examples of each.	Your understanding is correct. Standard operations – examples include member and retiree search, salary/service history. Complex queries – examples include querying the system for number of judges serving between 1984 and 1990 with at least 10 years of service.

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51　Contract Attachments 2 – Non-Functional Requirements Page 75 ECM.01.29　　On ECM.01.29 "Store or retrieve a document in 3 seconds.", we assume that this refers to the documents stored or retrieved by the vendor's applications accessing its underlying data stores. Please advise the expected file type and size of these documents.	Assumption is correct. Current images are limited to size of 10MB and accepted file types are .txt, .doc, .docx, .xls, .xlsx, and .pdf.
52　　RFP Attachment 6.6 A23, b II　Page 86 　"Scheduled Maintenance" may be performed daily Monday through Friday from 8:00 p.m. to 6:00 a.m. CST and during weekends from 8:00 p.m. Saturday through 8:00 a.m. CST Sunday. The Contractor may perform maintenance, upgrades, enhancements, etc. to the electronic platform during these periods with reasonable prior written notice to the State. 　Can the downtime be extended on the weekends from 8 PM Friday to 8PM Sunday?	See Item 19 below for an amendment to Section A.23.b.(1)II. of the *Pro Forma* Contract (RFP Attachment 6.6).
53　RFP Attachment 6.2 - Section C, C.70, 4)　Page 58 　On the 4th bullet, "Describe the capability of continuous security monitoring of the solution or the capability to allow TCRS third-party to govern security monitoring", given that security is an integral part of the SaaS solution and it's fully managed by dedicated teams, is it obligatory to authorize TCRS third-party involvement in overseeing security monitoring? Alternatively, could we independently carry out continuous security monitoring under our own purview?	In Question C.70.4), it asks you to "(d)escribe the capability of continuous security monitoring of the solution or…". The State is trying to understand what security monitoring option is available in the solution and will then evaluate those against the State's risk appetite.
54　Contract Attachments 2 – Non-Functional Requirements Page 19 SRV.04.01　　On "All Batch jobs must have a finite run-time of no more than 4 hours, except as otherwise approved by TCRS's Steering Committee.", and similar wording in RFP Attachment 6.6 A12, a 8., please provide guidance on what typical batch jobs and the volume can be expected, what these batch jobs are planned to be used for, and criteria for considering approval for duration exceptions.	Current batch jobs include daily, weekly, and monthly payrolls, annual generation of cost-of-living adjustments and tax documents, and daily activity. With respect to criteria for approval for duration exceptions see response to Question 8 above.
55　RFP Attachment 6.6 A8　Page 79 On "a monthly air-gapped backup maintained indefinitely", please provide further details for the air-gapped requirement, and advise if a logically isolated immutable backup is acceptable.	Yes, a logically isolated, immutable backup is acceptable.
56　　Contract Attachments 2 – Non-Functional Requirements 　Page 56　DEL.02.16 "500 concurrent external users accessing the system through the web" - please clarify who this user population and their anticipated use of the system.	The 500 concurrent external users accessing the system through the web refers to active, inactive and retired members as well as employers that would be accessing the system through the web self-service portals.

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57 Contract Attachments 2 – Non-Functional Requirements Page 11 Please confirm TCRS' database size requirement of any instance in GB (Prod, Non-Prod or Other). Please also confirm any anticipated annual growth in database size requirement of any instance in GB.	Current data requirement is 5000 GB for Prod and 3000 GB for each non-prod environment. The data is expected to grow by 5% year over year.
58 Contract Attachments 2 – Non-Functional Requirements Page 78 Please confirm TCRS' imaging/document repository size requirement of any instance in GB (Prod, Non-Prod or Other).	4000 GB Prod, 1000 GB UAT, 100 GB Other. Based on past trends, we expect the PROD data requirement to grow by 500 GB yearly.
59 Contract Attachments 2 – Non-Functional Requirements Page 64 UX.01.02 On "Vendor product user interface shall comply with the W3C WCAG 2.1 AA criteria", please specify if this requirement only applies to the external user-facing portals.	Yes.
60 Contract Attachments 2 – Non-Functional Requirements Page 66 UX.01.14 On "Google analytics (AppInsights) should be used as the basis for browser-based statistics.", please advise whether its equivalent tool can be acceptable.	Yes.
61 Contract Attachments 2 – Non-Functional Requirements Page 69 UX.04.05 On "The system shall support Fax as a channel to receive communications from all external users.", please advise if it's acceptable to scan the fax into the platform, or process the fax via a third-party partner solution.	Yes.
62 Contract Attachments 2 – Non-Functional Requirements Page 21 INT.01.13 On "The bidder will ensure an Information Sharing Agreement is established with an external entity prior to proceeding with an Interface Control Document (ICD) or interface development.", please provide examples of the interface controls that require Information Sharing Agreement, and how many of these interfaces are anticipated.	These include interfaces with vendors for whom we contract to receive death notifications, interfaces with other state agencies for death certificates, interface files with the actuarial vendor, and other interfaces with accounting, banking, and human resources systems. It is anticipated there are 8 to 10 interfaces.
63 Contract Attachments 2 – Non-Functional Requirements 22 INT.01.16 On "The Bidder will ensure each system interface will have an approved Interface Control Document (ICD).", please provide examples of interfaces that require approval and a full list of interfaces to be anticipated. We would also appreciate	See response to Question 62 above. The proposed ICD would be provided to steering committee or assigned Treasury personnel for review. After review, approval will be provided to the vendor to proceed.

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more detailed information on the approval process required in this situation.	
64 Contract Attachments 2 – Non-Functional Requirements Page 42 DAT.02.24 On "The BI Platform will provide Data Modeling and Schema Design capabilities…", considering it's a fully-managed cloud-hosted application with built-in optimized data architecture, would it be acceptable to offer Data Modeling and Schema Design capabilities through integration.	Yes, read-only access from the solutions datastores, that facilitate data pipelines to a reporting data warehouse and business intelligence platform, is acceptable.
65 Contract Attachments 2 – Non-Functional Requirements Page 63 DEL.06.04 On "Data shall be assigned a classification by the data owner based on data type, value, sensitivity, and criticality to the organization.", please provide examples of each class based on this classification.	The data would be classified along the lines of classes outlined below: Public Data: Data that may be freely disclosed to the public. Contact information, informational materials etc. Internal Data: Data that may only be accessed by internal employees with access. Confidential Data: Sensitive and PII data, especially data protected by HIPAA, PCI DSS etc. Restricted Data: Highly sensitive corporate data eg SSN, Intellectual Property, PHI etc. Please note that the actual classes can vary from solution to solution.
66 RFP Attachment 6.6 - Pro Forma Contract Page 74 Section A.5.b.12 Please clarify what is meant by a "requirements" environment.	It is "requirements testing environment".
67 RFP Attachment 6.6 - Pro Forma Contract Page 89 Are Net Payment Terms (e.g. Net 30) acceptable to TCRS?	TCRS 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 delivered items or services.
68 RFP Attachment 6.6 - Pro Forma Contract Page 89 Under Invoice Requirements, are the "quarterly basis and in arrears" terms negotiable?	No.
69 RFP Attachment 6.6 - Pro Forma Contract Page 87 Regarding the "Term Extension", will TCRS consider an annual Subscription Fee increase upon renewal to account for inflation (e.g. CPI)?	The State respectfully declines
70 RFP Attachment 6.3 – Cost Proposal - How can the respondent supply TCRS Overage fees with additional information including usage overages and rates, not currently included in the Cost Proposal template?	A respondent cannot. The Cost Proposal & Scoring Guide sets forth the payment methodology of the Contract and shall constitute the entire compensation due the successful respondent for all goods or services provided under the Contract regardless of the difficulty, materials or equipment required. The payment

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	methodology includes all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the successful respondent. 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.**
71 General Question - Please confirm the number of IT developers that will be developing in co-development activities with the selected Respondent.	The State will have a team of 4 BA's and 3 DevOps resources aligned to ARIS.
72 RFP Section 1.1.1. Background Page 2 How many total staff members does TCRS have, and how many can it allocate to this project and in what capacity?	• Information Technology Resources – 18 including experienced project managers, architects, data base administrators, and analysts. • Financial Empowerment Resources - 5 including experienced business area subject matter experts. • Accounting Resources – 1 including experienced part-time assistance from business area subject matter experts. • Tennessee Consolidated Retirement System (TCRS) Pension Resources – 9 including experienced business area subject matter experts.
73 RFP Section 1.1 and RFP Attachment 6.6 - Pro Forma Contract, A.5 Pages 2, 69 Could the State please provide further clarification and an example use case of what is meant by "no human intervention" in this statement, "The Solution must be a fully automated solution whereby no human intervention would be necessary for the day-to-day management and tracking of member, beneficiary, retiree and participating employer requests and transactions."	See response to Question 5 above.
74 RFP Attachment 6.6 - Pro Forma Contract, A.5(a)(6). Page 70 Could the State please provide further clarification and an example of types of support that is needed regarding this term, "Support for verifying that financial information provided by a member or beneficiary actually belongs to the respective member or beneficiary."	Bank Account Owner Verification, Credit Union Account Owner Verification, Savings Account Owner Verification.
75 RFP Attachment 6.6 - Pro Forma Contract, A.5(b)(17) Page 75 TCRS-specific manuals and documentation for System users (including employers), administrators, and developers. In addition to all baseline functionality, all	Yes.

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such documentation must reflect any customization done on behalf of TCRS. Will the State accept documentation and manuals to be delivered in electronic format only? (i.e. no hard copies)	
76 RFP Attachment 6.3 – Cost Proposal and Scoring Guide Page 1 Are Vendors permitted to add assumptions in the Cost Proposal? If so, please specify where assumptions can be added.	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 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.** See also response to Question 70 above.
77 RFP Attachment 6.6 - Pro Forma Contract, A.19 Page 85 Would the State be amenable to negotiate the length and terms of the Warranty Period so long as all business functions are given the opportunity to be used such that TCRS has adequate opportunity to report defects?	No. See also response to Question 8 above.
78 RFP Attachment 6.6 - Pro Forma Contract, A.5(b)(12). Page 73 Please confirm that the "requirement confirmation sessions" requirement does not apply during the project implementation timeframe?	The "requirement confirmation sessions" would be at the beginning of each development cycle to ensure the vendor understands the States requirements.
79 RFP Attachment 6.6 - Pro Forma Contract, A.5(b)(13). Page 74 We assume the responsibility of the State's chosen Data Cleansing and Transformation Vendor is the data extraction, data profiling, cleansing, pre-processing, and transformation of the source data per the contractor's prescribed staging table layout. The contractor will assist with the data mapping and migrate the data from the contractor's staging tables to PAS. Please confirm.	Confirmed.
80 RFP Attachment 6.6 - Pro Forma Contract, A.22(d) Page 86 Please confirm if this refers to the last implemented version in general or TCRS last implemented versions?	This refers to the last 3 versions implemented in general.
81 RFP Attachment 6.6 - Pro Forma Contract, E.2 Page 98 May Respondent submit an initial percentage with ramp up over time?	Yes.
82 Contract Attachments 2 – Non-Functional Requirements Page 6 SYS.01.03 On SYS.01.03, "Follow OWASP Error Handling guidance", please clarify if this is a duplicate of SYS.01.02.	Yes, it is a duplication.

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83 Contract Attachments 2 – Non-Functional Requirements Page 14 SYS.07.06 On SYS.07.06, "The system will have the capability to utilize hardware load balancing during everyday activities", considering load balancing is an integral part of a SaaS solution, and it can be achieved by other approaches than through hardware, please advise if this requirement applies to a fully-hosted cloud SaaS solution as well.	Correction: "The system will have the capability to utilize load balancing during everyday activities". Clarification: There is not a requirement that a hardware load balancer is used. What is intended is that the cloud native application is fully elastic and will scale up and down as required.

84   RFP Section 1.2. Page 6
 	
Would the State consider negotiating the contract based upon Respondent's form contract?
	No. See below exerts from the RFP. See also the response to Question 8 above.
	
	3.3. **Response & Respondent Prohibitions**
	
	    3.3.1. A response must <u>not</u> 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.
	
	    3.3.2. A Respondent shall not include in its response, or after contract award, any end-user license agreement, manufacturer's terms and conditions, service guide, clickwrap agreement, shrinkwrap agreement, online terms and conditions, or other terms and conditions that supplement, modify, or contradict the terms set forth in the *pro forma* contract.

85 RFP Sections 3.3.1, 3.3.2, Page 12 Is Respondent precluded from providing redlines to the Pro Forma contract?	See responses to Questions 8 and 84 above.
86 RFP Section 3.3.1, Page 12 Is Respondent precluded from providing template contracts that it uses with all of its clients?	Yes. See response to Questions 8 and 84 above.
87 RFP Section 3.3.3, Attachment 6.1 #1 Pages 14, 24 Is Respondent precluded from taking exceptions to any of the terms and conditions set forth herein?	Any such exceptions were required to be brought up during the first round of Written Questions and Comments, which ended on March 15, 2024. See RFP Section 1.6, which is pasted below. This was explained in-depth during the Pre-response Teleconference held on March 11, 2024. 1.6. **Respondent Required Review & Waiver of Objections** 1.6.1. Each prospective Respondent must carefully review this RFP, including but not limited to,

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	attachments, the RFP Attachment 6.6., *Pro Forma* Contract, and any amendments, for questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively called "questions and comments"). 1.6.2. Any prospective Respondent having questions and comments concerning this RFP must provide them in writing to the State no later than the Written Questions & Comments Deadline detailed in the RFP Section 2, Schedule of Events.
88 RFP Section 4.4.1, RFP Attachment 6.6 (Proforma Contract) D.7 Pages 16, 91 Would the State accept an assignment without consent in connection with an assignment to (a) any entity controlling, controlled by, or under common control with the assigning party; or (b) a successor or purchaser in the event of a future disposition by an assigning party (whether direct or indirect, by sale of assets or stock, merger, consolidation, or otherwise) of all or substantially all of the assigning party's business or assets?	No. It will require the State's approval.
89 RFP Section 4.5 Page16 Would the State be willing to agree to objective criteria for which the State would reject Respondent personnel?	See response to Question 8 above.
90 RFP Section 4.8 Page17 Would the state consider maintaining as confidential materials that Respondent marks as "Confidential"?	No. However, see Item 14 below for an amendment to Section A.14 of the *Pro Forma* Contract (RFP Attachment 6.6).
91 RFP Sections 5.2.3.2, 5.3.4, 5.3.5, Attachment 6.1 #2, #3, Attachment 6.6 (Pro Forma Contract) Pages 22, 23, 24, 67 Will the Pro Forma contract need to be negotiated in full prior to submission of a proposal?	See responses to Questions 8 and 84 above. Any amendments to the Pro Forma Contract have to be made during the Written Questions and Comments period (i) so that all potential respondents are on the same level playing field, and (ii) so that the State does not end up without a contract after the conclusion of the RFP process due to the inability to negotiate a contract.
92 Attachment 6.1 #4 Page 24 Would the State agree to negotiating a mutually agreed statement of work (SOW) for the final requirements of the project that would replace the RFP and proposal in an order of precedence?	See responses to Questions 8 and 84 above.

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93 Attachment 6.6 (Pro Forma Contract) Page 67 Respondent will need to provide contractual provisions that are specific to its PAS, will this position disqualify Respondent from being considered for the RFP?	See responses to Questions 8 and 84 above.
94 Attachment 6.6 (Pro Forma Contract) Page 67 Will the State permit Respondent to provide redlines to this Contract as part of the proposal process?	See our response to the same question you posed in Question 85 above.
95 Attachment 6.6 (Pro Forma Contract) A.5(a)(8)(ii), A.22 Respondent's offering is a subscription based SaaS solution. Will the State accept subscription rights to respondent's software as opposed to license rights?	No.
96 Attachment 6.6 (Pro Forma Contract) A.5(a)(8)(iv), A.5(b)(1), A.5(b)(12)(ii), A.19 Pages 70, 72-74 Respondent does not provide any hardware as part of its SaaS offering, other than for the hosting services through its public cloud provider, will the State agree to Respondent's position that Respondent is not responsible for any hardware, software, network components, or other items required by the State or its users to access and utilize Respondent's software?	The State will determine, as its sole discretion, as to whether the solution will be fully hosted by the successful vendor in the public cloud or by the State in the State's private government cloud. In the event the State elects for the solution to be hosted by the State, the State will pay for the cloud hosting fees directly. Assistance may be required from the Respondent to in the setup and configuration process of this State hosted cloud environment.
97 Attachment 6.6 (Pro Forma Contract) A.5(a)(10) Page 71 Would the State negotiate the specifics of post implementation training and support in a mutually agreed order form or exhibit to be attached to a final Contract?	See responses to Questions 8 and 84 above.
98 Attachment 6.6 (Pro Forma Contract) A.5(b)(12) Page 72-74 Would the State accept Respondent's detailed statement of work template as part of its proposal that will form the basis of the implementation statement of work for the project?	Each respondent is to answer the questions posed in RFP Attachment 6.2 (Sections A, B, and C). These responses from the successful respondent will form an integral part of the contract PROVIDED THAT the responses are responsive to the questions posed and do not conflict with the RFP, including the *Pro Forma* Contract. See Section D.30 of the *Pro Forma* Contract (RFP Attachment 6.6), which incorporates the successful respondent's response into the contract by reference.
99 Attachment 6.6 (Pro Forma Contract) A.5(b)(12)(ii) Page 72-74 Would the State agree to negotiate a detailed statement of work that would include milestones and associated entrance and exit criteria for various phases of the project?	See response to Question 98 above. See also responses to Questions 8 and 84 above.
100 Attachment 6.6 (Pro Forma Contract) A.5(b)(12)(ii) Pages 72-74 Would the State consider the payment of the withheld 10% against each milestone to be paid at Go-live instead the of the conclusion of Warranty?	The State respectfully declines.

QUESTION / COMMENT	STATE RESPONSE
101 Attachment 6.6 (Pro Forma Contract) A.5(b)(22) Page 76 Would the State consider utilizing the form escrow agreement and escrow agent that it currently uses with all of its clients?	See Item 17 below for an amendment to Section A.6. of the *Pro Forma* Contract (RFP Attachment 6.6).
102 Attachment 6.6 (Pro Forma Contract) A.5(b)(25), A.8 Pages 76, 78-79 If Respondent limits its proposal to a SaaS solution that is hosted in its public cloud, will this position disqualify Respondent from being considered for the RFP?	Yes. Item A.16 of the mandatory requirements (RFP Attachment 6.2) mandates that the respondent confirm that the solution can be fully hosted both by the Respondent in the public cloud <u>OR</u> by the State in their private government cloud.
103 Attachment 6.6 (Pro Forma Contract) A.6, E.5 (Pages 76-77, 102-103) If Respondent does not agree to deliver any source code to the State, or allow the State to own any of the customer code or pay the State any royalties for future use of customer code, will this position disqualify Respondent from being considered for the RFP? Respondent will not use customer specific code in future product sales.	Yes.
104 Attachment 6.6 (Pro Forma Contract) A.6 (Pages76-77) Would the State consider modifying the escrow requirement to be annual or semi-annual deposits?	No, a deposit of source code into escrow must coincide with the deployment to production.
105 Attachment 6.6 (Pro Forma Contract) A.6 Pages 76-77 Would the State consider removing the requirement to escrow third party software source code? Respondent is unable to obtain source code for third party software, nor is it able to compel third party software providers from providing source code to be escrowed.	See Item 17 below for an amendment to Section A.6. of the *Pro Forma* Contract (RFP Attachment 6.6).
106 Attachment 6.6 (Pro Forma Contract) A.7(a)-(e), Page 78 Would the State be open to discussing and modifying the Change Order process?	See response to Question 8 above.
107 Attachment 6.6 (Pro Forma Contract) A.7(e) If Respondent does not agree to 15% reductions for project delays (but it can agree to holdbacks until completion), will this position disqualify Respondent from being considered for the RFP?	Yes. However, and for avoidance of doubt, Section A.7 relates to change orders. See also Item 6 below for an amendment to Section A.7. of the *Pro Forma* Contract (RFP Attachment 6.6).
108 Attachment 6.6 (Pro Forma Contract) A.9 If Respondent excludes the remediation cost of post-production Client-Level Code Defects from its obligations covered by the annual fee, would Respondent be disqualified from the RPF process?	See Item 13 below for an amendment to Section A.9.
109 Attachment 6.6 (Pro Forma Contract) A.10(b), Page 79 Would the State consider negotiating the requirement for Reassignment or Removal of Personnel to include specific objective reasons, such as violations of State policies or misconduct or illegalities.	The State respectfully declines.

QUESTION / COMMENT	STATE RESPONSE
110 Attachment 6.6 (Pro Forma Contract) A.12(a), A.12(b), A.23, D.18 Pages 80-81, 81-82, 86-87, 93 If Respondent is unable to agree to all of the State's Service Levels and Uptime and liquidated damages, as presented, will this position disqualify Respondent from being considered for the RFP, or would the State entertain modifications to these provisions?	See Item 12 below for an amendment to Section D.18 of the *Pro Forma* Contract (RFP Attachment 6.6). See also response to Question 8 above.
111 Attachment 6.6 (Pro Forma Contract) A.12(a)(6); A.16 Pages 80-81 Would the State consider modifying the requirement for notifying the State of suspected Security Incidents to apply to only confirmed Security Incidents?	The State respectfully declines.
112 Attachment 6.6 (Pro Forma Contract) A.12(a)(6) Page 80 If Respondent can only agree to initiate corrective action to mitigate an actual Security Incident within 4 hours (timing is dependent on the type of Security Incident), will Respondent be disqualified or can this term be negotiated with the State?	Attachment 6.6 (Pro Forma Contract) A.12(a)(6) will not be modified.
113 Attachment 6.6 (Pro Forma Contract) A.12(a)(6) Page 80 Would the State agree to negotiate the provision regarding the State's right to independent assessment after a Security Incident to have qualifications based on the circumstances?	No.
114 Attachment 6.6 (Pro Forma Contract) A.12(a)(7) Page 81 Would the State agree to modify this requirement so that respondent may promptly provide a full detailed report and assessment and promptly provide a high level summary and analysis for a Security Incident as opposed to within 48 hours?	No.
115 Attachment 6.6 (Pro Forma Contract) A.12(d) Page 82 Would the State consider negotiating a limitation of liability on Section A.12(d) and consider negotiating a provision of service credits being the State's sole and exclusive remedy with respect to missed performance standards unless the total credits reach a certain credit level?	See response to Question 8 above. See also Item 8 below for an amendment to Section A.12.d. of the *Pro Forma* Contract (RFP Attachment 6.6).
116 Attachment 6.6 (Pro Forma Contract) A.14 Page 82 Would the State consider modifying the language referencing the use of State Data to train an AI model? Respondent would expect that the State grant Respondent and its subcontractors the limited right to, host, access, display, process, and use the Customer Data solely for purposes of performing Respondent's obligations under the contract, and, on an aggregated and de-identified basis, to improve its SaaS solution. For the avoidance of doubt, Respondent shall not share any aggregated and de-identified State data with any third party.	We understand. However, and as provided in Section A.14, we would like to provide to provide our written consent.

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117 Attachment 6.6 (Pro Forma Contract) A.15 Pages 82-83 Portions of the implementation and ongoing service and support will be provided by, and certain anonymized State Data may be viewed by, Respondent's offshore (India) subsidiary, will this position disqualify Respondent from being considered for the RFP?	Yes.
118 Attachment 6.6 (Pro Forma Contract) A.16 Page 83 Would the State consider modifying the language regarding costs associated with a Security Incident and the type of damages that would be deemed direct damages? Would the State consider that all Security Incident damages be subject to the limitation of liability.	See Item 12 below for an amendment to Section D.18 of the *Pro Forma* Contract (RFP Attachment 6.6).
119 Attachment 6.6 (Pro Forma Contract) A.16,Page 83 Respondent requires a reasonable limitation of liability cap for security incidents, would TCRS entertain modifications to its liability position during a negotiation period?	See Item 12 below for an amendment to Section D.18 of the *Pro Forma* Contract (RFP Attachment 6.6). See also response to Question 8 above.
120 Attachment 6.6 (Pro Forma Contract) A.16 Page 83 Would the State consider modifying the language regarding the payment of actual costs associated with providing notification to affected individuals of a Security Incident? Respondent can offer certain damages to be deemed direct damages, but those damages would need to still be subject to the limitation of liability, not in addition to the limitation of liability.	See Item 12 below for an amendment to Section D.18 of the *Pro Forma* Contract (RFP Attachment 6.6). See also response to Question 8 above.
121 Attachment 6.6 (Pro Forma Contract) A.21 Page 85 Would the State consider modifying the language for Inspection and Acceptance to be mutually agreed and specifically set forth in a statement of work governing implementation, or in a change order thereafter?	The State respectfully declines in that this is a standard state of Tennessee contract provision. However, and for clarification, the implementation plan for implementing the system, as well as a project schedule, which will include all phases, tasks, subtasks, durations, resources, and milestones that the successful respondent provides and that is approved by the State will govern and take precedence over Section A.21. Likewise, the provisions in any change order agreed to under Section A.7 will govern and take precedence over Section A.21.
122 Attachment 6.6 (Pro Forma Contract) C.1 Page 87 Would the State consider modifying the Maximum Liability language to include several levels of Maximum Liability depending on the possible liability?	Section C.1 is an appropriation provision that sets forth the anticipated amount of compensation the State may pay the successful respondent. It will be based on the successful respondent's cost proposal. In the event it appears that the amount of compensation the State is contractually bound to pay the successful respondent pursuant to Section C.3 will exceed the amount stated in Section C.1, we will be required to amend Section C.1 accordingly.
123 Attachment 6.6 (Pro Forma Contract) D.6 (Page 91)	Yes. See Item 3 below for an amendment to Section D.6 of the *Pro Forma* Contract.

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Would the State consider modifying the language in Section D.6 to be mutual for both parties?	
124 Attachment 6.6 (Pro Forma Contract) D.17, D18 (Page 93) Would the State consider making the liability exclusions of the State in Section D.17 mutually applicable as exclusions for Respondent in Section D.18, (i.e., "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, 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").	The State respectfully declines in that it would violate Tennessee state law; namely, Tenn. Code Ann. § 12-3-701, which sets forth the only manner by which the State may limit the liability of a contractor's contractual obligations to the State. Section D.18 of the contract contains a limitation of liability of the successful respondent in accordance with Section 12-3-701.
125 Attachment 6.6 (Pro Forma Contract) D.19, D.20 (Page 93) Would the State entertain modifications to its indemnity positions in Sections D.19 and D.20?	See Item 4 below for an amendment to Section D.20 of the *Pro Forma* Contract (RFP Attachment 6.6)
126 Attachment 6.6 (Pro Forma Contract) D.30 Page 95 Would the State consider modifying the language for Incorporation of Additional Documents so that a mutually agreed SOW and Respondent's Response to the RFP are of higher precedence than the RFP?	This is unnecessary. The RFP and *Pro Forma* Contract already provide that the successful Respondent will be required to prepare and present for the State's approval an implementation plan for implementing the system, as well as a project schedule, which will include all phases, tasks, subtasks, durations, resources, and milestones.
127 Attachment 6.6 (Pro Forma Contract) D.32 Would Respondent be disqualified if it did not agree that all of Respondent's insurance limits and proceeds, regardless of contractually agreed upon limits, are automatically available to the State?	This is a misinterpretation of Section D.32.
128 Attachment 6.6 (Pro Forma Contract) D.32(a) Pages 96-97 Would the State consider modifying the language for Insurance? Respondent's policy has a general aggregate, but is unable to agree to $2,000,000 per occurrence for commercial general liability.	The State respectfully declines.
129 Attachment 6.6 (Pro Forma Contract) D.32(d) Pages 97-98 Would the State consider modifying the language for Insurance? Respondent requires a per claim and policy aggregate of $10,000,000.	The State respectfully declines.
130 Attachment 6.6 (Pro Forma Contract) D.34 Page 98 Would the State consider modifying the language for Confidentiality of Records to be mutual?	See Item 14 below for an amendment to Section A.14 of the *Pro Forma* Contract (RFP Attachment 6.6).
131 Attachment 6.6 (Pro Forma Contract) E.3 Page 99 Would the State consider modifying the language in the second paragraph? Respondent would expect that if neither of the options in the immediately foregoing clauses (x)-(z) are commercially practicable, Respondent would be	The State respectfully declines.

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able to terminate the agreement and refund the State the portion of any pre-paid fees for services the State has not yet received.	
132 Attachment 6.6 (Pro Forma Contract) E.3 Page 99 Would the State consider modifying the language in the third paragraph of Section E3 to include a State indemnity of Respondent for claims related to State data being unlawfully held or it not having appropriate rights the use the data?	The State respectfully declines.
133 Attachment 6.6 (Pro Forma Contract) E.4(a)(4) Page 100 Would the State consider modifying the language in Section E.4(a)(4) to providing Respondent advance notice of any penetration testing?	Yes. See Item 9 below for an amendment to Section E.4.a.(4) of the *Pro Forma* Contract (RFP Attachment 6.6).
134 Attachment 6.6 (Pro Forma Contract) E.4(c) Pages 100-101 Would the State consider negotiating the audit rights language in Section E.4(c) to be mutually agreed or more tailored to the circumstances of the audit?	See response to Question 8 above.
135 Attachment 6.6 (Pro Forma Contract) E.7 Page 103 Some of the provisions in Section E.7 appear to deviate from the requirements set forth in Sections A.12(a) and A.16, would the State consider modifying this provision?	The State respectfully disagrees.
136 RFP Section 1.1.1 Page 4 When an employee moves from one employer to another, how is the Employer liability tracked for the agent-multiple scenario?	The employer liability is based upon the service rendered to each employer by an employee. The liability would be based on the average of the highest 5 consecutive years of salary regardless of employer.
137 RFP Section 1.1.1 Page 4 When calculating a member's benefit, please provide an example of how the Employer liability applied to the total benefit paid to the member ?	_(see table below)_
138 Contract Attachment 1, Functional Requirements 00.20 Please provide a rough estimate of the number of faxes received, sent and stored within its current system?	TCRS receives an average of 6,000 documents annually through facsimile.
139 Contract Attachment 1, Functional Requirements 00.20 Does TCRS wish to continue to accept faxes as a form of communication with its customers (i.e. Members, Employers etc.)?	Yes, we will accept correspondence communication from any channel used by a stakeholder including facsimile.

Response to Question 137:

	Service	AFC *	Monthly
Employer A	150	50,000	820.31
Employer B	210	50,000	1148.44
	360		1968.75

Average final compensation (AFC) is the average of the highest five consecutive years of salary during member's TCRS participation.

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140 Contract Attachment 1, Functional Requirements 00.28 Can TCRS please provide additional clarification or an example related to this requirement?	Number of ACH generated this payroll versus last payroll, $ of payroll versus previous payroll are examples.
141 Contract Attachment 1, Functional Requirements 01.05 On the requirement to store or calculate the ADC and SR rates, is TCRS's expectation for the new system to calculate the rates?	No, the ADC and SR rates will be determined by an actuarial valuation. The system should utilized the effective ADC and SR rates to calculate SR invoices.
142 Contract Attachment 1, Functional Requirements 02.08 Can TCRS please specify if there are any formats expected outside of .csv, .pdf, and .xml?	These are the expected formats for reports, forms and letters.
143 Contract Attachment 1, Functional Requirements 03.14 Can TCRS provide clarification on this statement, "Prior service established after age 65 cannot be used for vesting." Does this apply to corrections that employers submit after the member turns age 65, to purchased service, or to service that is reported another way?	This requirement is meaning service purchased or established free of cost after age 65 cannot make a person vested and therefore eligible for the alternative actuarial equivalent age 65 benefit, i.e., the member must be vested at age 65 to qualify.
144 Contract Attachment 1, Functional Requirements 03.15 Can TCRS provide clarification on the requirement, "The system pulls in the Social Security Estimated amount at age 62 to apply the proper additions and reductions based on the Social Security Option reflected." Is this amount provided by the member or by the Social Security Administration? If the latter, is TCRS requesting a live interface with the SSA?	This currently is obtained from a SSA document provided by the member. Ingesting the SSA amount by OCR would be acceptable.
145 Contract Attachment 1, Functional Requirements 03.16 Respondent requests more information on the requirement, "The system logs any changes made to the auto-approval rules." Is TCRS looking to track cases where a user overrides an individual member's retirement (e.g., to force it to follow straight through processing), or is the desire to track any time the rules as a whole are changed (e.g., if a role is changed from 90% automatic approval to 95% automatic approval)?	TCRS is requesting tracking of the changes to the rules as a whole.
146 Contract Attachment 1, Functional Requirements 04.23 Respondent would like more information on this User Story. Clients typically like to have the Estimate process create a Document at the end, in order to keep a permanent copy of the Estimate details. Is it TCRS's desire to limit the number of Estimate Documents that are saved for a member, or is the desire to keep the documents while limiting other information that is saved, such as Pension records?	TCRS requires saving of the estimate document to the member's record and for internal users access, but requests the ability to limit the number the member can view online.
147 Contract Attachment 1, Functional Requirements 05.04	TCRS leverages debit card vendor procured by the State of Tennessee through a competitive

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Can TCRS identify which 3rd Party Vendor TCRS uses to issue debit card payments? Will this be the same vendor that the new PAS will integrate with?	procurement process. The current vendor is Conduent.
148 Contract Attachment 1, Functional Requirements 06.05 Please clarify what is meant by "remote access"? Does the LOB user need a separate login or are they expecting a shared-screen scenario?	A separate login. TCRS expects the self-service user to be able to share their screen with the TCRS LOB user to allow the customer service representative to observe what the self-service user is seeing and doing to provide assistance.
149 Contract Attachment 1, Functional Requirements 07.02 Can TCRS briefly outline the existing method(s) used to authenticate the person who submits a death notification on behalf of a TCRS participant?	TCRS requests the informant to provide their name, relationship to the deceased, and contact information.
150 Contract Attachment 1, Functional Requirements 07.03 Can TCRS please confirm which third party vendors TCRS currently integrates with for Death Verification?	Pension Benefit Information, LLC, and National Association for Public Health Statistics and Information Systems.
151 RFP Attachment 6.2, C.39. Page 47 Can TCRS please identify their General Ledger (GL) Plan ID's and GL Accounts that are currently used? Does TCRS allow cash balance transfers between DB and DC Funds?	Current GL Software is MIP Cloud. The only cash balance transfers are for ORP members transferring to TCRS.
152 Contract Attachment 1, Functional Requirements 07.20 Can TCRS please specify which scenarios the beneficiaries can process their application online?	Currently, a beneficiary cannot perform any of these functions before becoming a payee. This requirement is to allow TCRS to present the options available to a beneficiary of a member that has passed, either active or retired.
153 Contract Attachment 1, Functional Requirements 07.42 Can TCRS provide clarification on secondary taxation?	Some members have more than one benefit account. This requirement would allow a member to select different tax withholdings per benefit account.
154 Contract Attachment 1, Functional Requirements 08.01 Does TCRS interact / exchange data with other Record Keeper vendors besides Empower? Does TCRS currently plan on switching vendors any time during the initial implementation window? Can TCRS provide (in their estimation) the range of data attributes that will be provided by the Record Keeper(s)?	TCRS does not currently exchange data with any Record Keeper other than Empower; however, it is possible that TCRS may wish to exchange data with ORP/403b plan Record Keepers in the future. Empower is under contract to provide Record Keeping services to the 401k and 457b plans through June 30, 2030. TIAA and Voya are under contract to provide Record Keeping services to the ORP and 403b plans through November 30, 2026. Each contract is procured through an RFP process that will last several months and could result in a vendor transition at the end of each contract period. The range of data provided by the Record Keeper(s) pursuant to Functional Requirement

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	8.01 may include but may not be limited to: participant balance, employer and employee contribution data, deferral election (if applicable) information, automatic enrollment indicator information (if applicable), and beneficiary information.
155 Contract Attachment 1, Functional Requirements 08.03 Currently, in what system (current PAS or Empower/DC Vendor) do Members make their initial DC Elections and Changes? Can TCRS provide (in their estimation) the range of data attributes that would be used in a comparison between PAS and the DC Vendor (Empower)?	Members make DC elections and changes through their online account in the Empower (DC vendor system). The monthly audit report referenced in Attachment 1, Function Requirements 8.03 uses member salary, service, and retirement plan membership information from TCRS (the PAS) in conjunction with deferral election, actual contribution, and automatic enrollment indicator information in Empower's system to determine if DC plan participants are receiving all contributions owed to them based on plan rules and member deferral elections.
156 Contract Attachment 1, Functional Requirements 09.04 Can TCRS provide clarification or an example related to overriding Disability Benefit Amounts?	Any override of benefits would be approved by senior management. Examples may include an incorrect calculation or application of limits such as workers' compensation or for accidental disability benefits.
157 Contract Attachment 1, Functional Requirements 10.46 Could TCRS please provide some examples of this scenario?	Example may include the DRO reducing upon a child attaining a certain age or some date provided in the DRO for a change.
158 Contract Attachment 1, Functional Requirements 10.48 Please provide more details on the integrated tool mentioned in this requirement?	TCRS needs tool/edits that would alert/warn a LOB user processing an estimate, refund or retirement of DROs on file and/or action needed such as alternate payee payment information.
159 Contract Attachment 1, Functional Requirements 12.01 Can TCRS please provide a list / some examples of prospective EPPs and the scope of work which TCRS may or may not take on for them? What is the expected frequency which TCRS believes EPP plans will be added to the PAS?	There are 95 political subdivisions in Tennessee that provide a DB plan external to TCRS to their employees. TCRS currently provides for processing monthly payroll, remitting tax withholdings to the external entity, generating 1099s for retirees, updating benefit amounts for cost-of-living or other adjustments, and investing assets. TCRS maintains the account balance and accounting for the EPPs benefits. TCRS has been authorized to administer EPPs since 2014 and to date there are four (4) EPPs administered.
160 Contract Attachment 1, Functional Requirements 13.04 Can TCRS please provide additional clarification or a process example of the inbound external source data listed in this and related User Stories?	The TCRS contracted actuary provides files of active, inactive and retired members by group, i.e., state legacy, state hybrid, political subdivisions. This data includes member ID, name, service credit by employer, salary, etc. These files for political subdivisions are

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	aggregated and are separated out by individual master employers. The files are then available to the employer through self-service.
161 Contract Attachment 1, Functional Requirements 15.23 Can TCRS please provide clarification or an example relating to "review period for member contact information"?	The system should allow for TCRS to only select members whose contact information has not been updated in some time period to a NCOA or other address confirmation source.
162 Contract Attachment 1, Functional Requirements 16.11 Could TCRS please provide clarification or an example relating to overriding interest rates?	The interest rate granted to member accounts is set by the TCRS Board of Trustees. An example of overriding interest rates would be if the incorrect rate was applied based on the period for which interest is being granted.
163 Contract Attachment 1, Functional Requirements 16.12 Could TCRS please provide further clarification or an example surrounding the need to over-ride system calculated interest rates?	The system provided interest after the date of the member's withdrawal or death.
164 Contract Attachment 1, Functional Requirements 16.69 Please provide examples of how different COLA calculations would be done at Employer/Tier levels. What other parameters other than Employer/Tier could be applicable?	The State and Teacher Hybrid Plan design has cost controls. One such control is the COLA may be reduced if needed. These cost controls may be effective for some employers but not others, e.g., a political subdivision may have a cost control condition met while the State Hybrid plan does not. TCRS therefore, needs the ability to provide different COLAs at July 1 based on these differences.
165 Contract Attachment 1, Functional Requirements 19.20 Provide clarification or an example of changes that may be made to the distribution letter and/or form?	This is to allow for TCRS users to make custom changes to a form or letter sent to a member to provide clarity, request additional information, or specific context at the member's request.
166 Contract Attachment 1, Functional Requirements 19.23 Please define "write-back file" within this context?	There is not a "write-back file". The requirement should be to maintain the original payment number and distribution date even if a replacement payment is made.
167 Contract Attachment 1, Functional Requirements 21.15 What type of over-rides does TCRS do on the system calculated Eligibility? Could TCRS please provide an example/scenario and narrate the overrides that would be possibly done?	If the system is not determining the eligibility correctly, we would want to be able to change the outcome. For example, the system determines that the member is not eligible for the program but after further review TCRS determines the member is eligible, we would want the ability to override the ineligibility.
168 Contract Attachment 1, Functional Requirements 22.01 What type of identity checks will be done by Lexis Nexis?	Bank Account Owner Verification, Credit Union Account Owner Verification, Savings Account Owner Verification. Identity checks include one-time passcodes, email/phone number validations, bank account validations, and various out-of-pocket questions such as "which of the following addresses have you lived"?

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169 Contract Attachment 1, Functional Requirements 22.05 Can TCRS please define (to their estimation) which changes to the member profile would require a notification?	TCRS expects notification to members if changes are made to contact information, i.e., physical or email address, phone number, or tax withholding, bank account, and beneficiary.
170 Contract Attachment 1, Functional Requirements 22.07 Can TCRS please define (to their estimation) which changes to the member profile would require a notification?	See response to Question 169 above.
171 Contract Attachment 1, Functional Requirements 22.24 Are the transfer packages individualized or are all ORP members receiving the same details?	The general packet is the same, but member details such as salary will be different and impact the estimated cost.
172 Contract Attachment 1, Functional Requirements 22.33 What is the 70% benefit application? Is the employer submitting this application and the member is reviewing it? Please provide more details on how it is submitted and how the member is expected to certify it.	This is an application to be completed by the member and employer for a retired member to return to work under this program. Currently, this is done outside the system. TCRS seeks for this to be an interactive process where the member and the employer each completes a portion. The member should be able to see the status and when it has been certified.
173 Contract Attachment 1, Functional Requirements 22.44 Are unfunded liabilities always expected to be seen as an invoice? Please clarify what is a rate calculation estimate in this context? Is the ADC rate the contribution amount? Please provide more details on the business flow.	The ADC is the actuarially determined contribution rate and is synonymous with the contribution rate. In some instances, employers may request to pay off all or a portion of their unfunded liability. The system should allow for an employer to request to do this and if selected create an invoice for payment. The request to pay a portion or all of the unfunded liability should create a workflow to have the employer's ADC recalculated to reflect the unfunded liability payment.
174 Contract Attachment 1, Functional Requirements 22.65 Please confirm if this is referring to when information on the member's account was last updated?	Your understanding is correct.
175 Contract Attachment 1, Functional Requirements 23.01 Could TCRS please define the list of Service Purchase types available for Service Counselors to process / Members to purchase?	Service purchase types include delinquent contributions, i.e., previously worked periods that were not reported; probationary periods, reestablishment of prior refunded periods, military service, temporary disability, educational leave, out-of-state service, service rendered to a governmental DB plan in Tennessee outside of TCRS.
176 Contract Attachment 1, Functional Requirements 23.28 Could TCRS please confirm the external parties referenced within this User Story?	An example would be for those establishing service rendered to a public DB plan out of state, notifying the other state DB plan that TCRS needs certification of the service to complete the member request.

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177 Contract Attachment 2, Non Functional Requirements DAT.03.15 Please provide some additional details or examples of the compliance audits and regulatory requirements and their cadence referenced in this requirement.	NIST 800.53 controls such as: Idle session has extended configured allowed timeframe; User attempts to access functions that are not authorized for their role.
178 Contract Attachment 2, Non Functional Requirements ECM.02.05 Could TCRS please provide clarification or an example of this requirement?	TCRS seeks to maintain all interactions with members, employers and other stakeholders in manner received which may include storing recorded phone call interactions.
179 Contract Attachment 2, Non Functional Requirements ECM.02.13 Could TCRS please provide detailed information or estimates on the size of these files and the rate at which they are uploaded/stored?	TCRS currently contracts with a third-party to review medical records for disability determination. The third-party currently obtains and reviews medical records and TCRS does not currently store images. Therefore, we do not have information on the size and frequency of these uploads.
180 Contract Attachment 2, Non Functional Requirements ECM.02.17 Could TCRS please provide a list of the document types that currently exist across all TCRS document repositories?	See response to Question 51 above for document types currently accepted.
181 Contract Attachment 2, Non Functional Requirements ECM.02.18 Could TCRS please provide a clarification or an example related to this requirement?	See response to Question 178 above.
182 Contract Attachment 2, Non Functional Requirements ECM.02.19 Could TCRS please provide clarification or an example of this requirement?	See response to Question 178 above.
183 Contract Attachment 2, Non Functional Requirements ECM.02.35 Could TCRS please provide business examples of when this may be required?	Interacting with member that is hearing impaired and need to read transcript of recording related to the member's record.
184 Contract Attachment 2, Non Functional Requirements ECM.02.37 Could TCRS please provide business examples of when this may be required?	Form is sent to TCRS for processing and ensures files are in proper format and utilize data in the form to match to correct member or employer.
185 Contract Attachment 2, Non Functional Requirements ECM.03.07 Could TCRS please provide business examples of when this may be required?	Extract data by employer for teachers paid on a 10-month contract and ensure service credit is granted for 12 months.
186 Contract Attachment 2, Non Functional Requirements ECM.03.12 Could TCRS please provide business examples of when this may be required?	TCRS receives email communication from members and employers that need to be saved to the member/employer record. This would allow for

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	us to update the record with current email address for example.
187 Contract Attachment 2, Non Functional Requirements ECM.03.13 Could TCRS please provide detailed information or estimates on the size of these files and the rate at which they are uploaded/stored?	The State does not believe the requested information is necessary to enable respondents to respond to this RFP.
188 Contract Attachment 2, Non Functional Requirements ECM.03.16 Could TCRS please provide business examples of when this may be required?	As images are scanned and indexed to the system, need ability to key identifying information to compare to what was captured from the image as a separate validation.
189 Contract Attachment 2, Non Functional Requirements ECM.03.24 Could TCRS please provide business examples of when this may be required?	Incoming mail is scanned and sent to file room. File room staff may need to view the image to determine appropriate member and document type prior to indexing or adding to the system.
190 Contract Attachment 2, Non Functional Requirements ECM.03.26 Could TCRS please provide business examples of when this may be required?	A scanned image is dark in color or hazy. Need tools to allow for making the image clearer to be readable to those reviewing. An example is document converted from microfiche that may be hard to read.
191 Contract Attachment 2, Non Functional Requirements ECM.04.07 Please elaborate on the types of "events" this requirement refers to?	Examples include notifying members or employers of webinars, meetings, etc., by mass email.
192 Contract Attachment 2, Non Functional Requirements ECM.04.26 Could TCRS please provide business examples of when this may be required?	Based on risk factors such as accuracy rate of users processing work items, turn off or change the volume that have to go through an audit process or if a users accuracy rate plummets being able to turn audit volume to a higher percentage.
193 Contract Attachment 2, Non Functional Requirements ECM.04.45 Please provide further clarification or an example of this requirement.	An example may include instance where the workflow item and LOB item get out of sync regarding status. This would allow us to manually put them back in sync.
194 Contract Attachment 2, Non Functional Requirements ECM.04.47 Could TCRS please provide clarification or an example of this requirement?	An example includes being able to trigger a workflow for an item that did not automatically generate a workflow when imaged to the system.
195 Contract Attachment 2, Non Functional Requirements ECM.05.11 Could TCRS please provide clarification or an example of this requirement?	Examples include changing the content on a system generated form or correspondence or LOB user modifying language of a correspondence.
196 Contract Attachment 2, Non Functional Requirements ECM.06.02 Could TCRS define "turn-around" within the context of this/these requirements?	Turn-around refers to the time between each step to complete.

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197 Contract Attachment 2, Non Functional Requirements ECM.0 7.0 4 Could TCRS please provide clarification or an example of this requirement?	Ability to filter content based on criteria such as business process, process requirements, or needed information.
198 Contract Attachment 2, Non Functional Requirements ECM.07.07 Could TCRS please provide clarification or an example of this requirement?	Ability to search for records or items based on time stamp, type of record, file format, etc.
199 Contract Attachment 2, Non Functional Requirements ECM.07.10 Could TCRS please provide clarification or an example of this requirement?	Ability to search for records based on keywords such as retirement, refund, death, etc.
200 Contract Attachment 2, Non Functional Requirements ECM.07.11 Could TCRS please provide clarification or an example of this requirement?	Search for records based on keywords such as retirement and then be able to further narrow by records with that keyword received within last 30 days.
201 Contract Attachment 2, Non Functional Requirements ECM.07.13 Could TCRS please provide clarification or an example of this requirement?	Ability to drag a PDF file from an email to the record of a member or employer in the ECM tool.
202 Contract Attachment 2, Non Functional Requirements ECM.07.14 Could TCRS please provide clarification or an example of this requirement?	TCRS member may submit a copy of their DD-214 (military document) as a photo. Need ability to import/load the image to the ECM tool.
203 Contract Attachment 2, Non Functional Requirements ECM.08.02 Could TCRS please provide clarification or an example of this requirement?	Member may send form or document with other materials that are not needed to be imaged and loaded to member record. Need ability to separate between the item to add to member record and what does not need to be added.
204 Contract Attachment 2, Non Functional Requirements ECM.08.07 Could TCRS please provide clarification or an example of this requirement?	Images for one member added to the incorrect member account. Ability to move all applicable records to the correct member account.
205 Contract Attachment 2, Non Functional Requirements ECM.08.09 Could TCRS please provide clarification or an example of this requirement?	If a form is no longer a valid form, authorized user should be able to mark as invalid and prevent any of that form to be added to a record after the date the form becomes invalid.
206 Contract Attachment 2, Non Functional Requirements ECM.08.1 Could TCRS please provide clarification or an example of this requirement?	Historically, TCRS has had instances in which members had specified to select a special provision. This would allow for us to close the election period systemically.
207 Contract Attachment 2, Non Functional Requirements ECM.08.15	Member work item assigned to legal for review. Need ability to know who has been assigned the work item and status.

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Could TCRS please provide clarification or an example of this requirement?	
208 Contract Attachment 2, Non Functional Requirements ECM.08.16 Could TCRS please provide clarification or an example of this requirement?	As new forms are needed, for example, be able to define and track the status of the new form, i.e., created, reviewed, published, etc.
209 Contract Attachment 3, Cybersecurity Requirements 05.03 What is the State's approval process? What's typical turnaround time for the said approval? Can you provide examples of the changes and how often should they be anticipated? What is the scope of risk assessment? What is the follow-up process in the event the State doesn't approve? Would the State consider a refined scope of approval?	Configuration Change Control The Proposed Vendor's Information Security Policy and associated Procedures shall ensure changes to the Proposed Solution environment would be approved by authorized TCRS personnel. All public facing systems must have a risk assessment performed to obtain TCRS approval. The State would need verification that the code had been fully regression tested, UAT tested and approved, and understand the risk related to the change.
210 Contract Attachment 3, Cybersecurity Requirements 05.04 What is your approval process? What's typical turnaround time for the said approval? Can you provide examples of the public facing changes and how often should they be anticipated. What is the follow-up process in the event the State doesn't approve? Would the State consider a refined scope of approval?	We are currently building out an architecture review board, and they would be defining the scope and time frames at a later date.
211 Contract Attachment 3, Cybersecurity Requirements 09.04 Considering the application is a fully hosted, cloud-based solution, would the State accept change to hardware without approval if the performance was equivalent or greater?	Yes, but it's important that the Respondent notifies the State within 24 hours so the State can maintain a current, documented infrastructure plan. If the Respondent elects to use Infrastructure as Code in the public cloud, they can provide that code to the State for approval.
212 Contract Attachment 3, Cybersecurity Requirements 10.04 Considering the application is a fully hosted, cloud-based solution, does this requirement apply?	No.
213 Attachment 6.6 (Pro Forma Contract) A.14 Page 82 If the Respondent is unable to agree to all of the State's Cybersecurity Requirements, as presented Attachment 3, will this position disqualify Respondent from being considered for the RFP, or would the State entertain modifications to these provisions?	Each respondent must be able to meet all mandatory technical requirements defined in Contract Attachment 3. If the respondent's proposed PAS solution does not meet a particular technical requirement defined as Desired, the respondent must provide details explaining what aspects of the functionality are not supported, along with alternate solutions that can be employed to achieve the required results.

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	Note: The following highlighted language is deleted from the Cybersecurity Requirements Document: "**Flexibility Types** The following table describes TCRS's definitions of these priorities and the specific implementation rules. • The Respondent must include in their fixed price bid all requirements denoted with a Flexibility Rating of 1 or 2. • The Respondent must provide line item optional pricing for each requirement denoted with a Flexibility Rating of 3." **NOTE:** 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.**
214 Attachment 6.6 (Pro Forma Contract) A.16 Page 83 Would the State consider negotiating the terms of the Cybersecurity Requirements? Respondent is unable to agree, without modification and as noted, these terms.	See response to Question 8 above. However, see Item 12 below for an amendment to Section D.18 of the *Pro Forma* Contract (RFP Attachment 6.6).
215 Attachment 6.6 (Pro Forma Contract) E.4.c. Page 101 Could you please provide clarification on what constitutes a 'reasonable time' within the context of the advance notice requirement? As well as a typical scope of these audits?	"At any reasonable time" means "conveniently as soon as circumstances permit". To the best of our knowledge and belief, neither the Treasury Department nor the Comptroller's Office has previously elected to perform such an audit of a Treasury Department contractor.
216 Attachment 6.6 (Pro Forma Contract) D.20 Page 93 Would the State entertain modifications to its indemnity positions in this section?	See response to Question 8 above.
217 RFP Section 1.6.1 Page 8 Will the state consider finalizing contractual discrepancies/objections that involve IP, trade secrets or other confidential information of the Respondent outside of the public Q&A period?	No. However, see Item 14 below for an amendment to Section A.14 of the *Pro Forma* Contract (RFP Attachment 6.6). See also response to Question 8 above.
218 RFP Section 4.8.2 Page 17 Please clarify how Respondents should proceed with pro forma contract requests that contain technical information it does not wish to share publicly.	A respondent should not include within its request information it does not wish to be shared publicly. See also response to Question 8 above and Item 14 below for an amendment to Section A.14 of the *Pro Forma* Contract (RFP Attachment 6.6).

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219 A.9 Page 27 Is the state able provide Respondents with an estimate of in person days it expects the Contractor to be present onsite?	Treasury does not require a certain number of days the Contractor is expected to be present onsite, but as the need arises will communicate those two (2) weeks in advance.
220 Attachment 6.6 (Pro Forma Contract) A.5.a.9. xi Page 69 Please clarify the scope of Master Data Management (MDM)	The successful respondent will work with Treasury to incorporate PAS data with the Treasury Data Governance plan/process and Master Data Management.
221 Attachment 6.6 (Pro Forma Contract) A.5.b.12.ii Page 70 Will the state please include language that includes the State's request for Change Orders or Scope changes that will impact the Respondents ability to complete the project within the timeline?	See Item 7 below for an amendment to Section A.5.b.12.ii of the *Pro Forma* Contract (RFP Attachment 6.6).
222 Attachment 6.6 (Pro Forma Contract) A.5.b.12.ii Page 71 Will the State please clarify what constitutes "elaborate explanation" objectively.	"Elaborate explanation" in this context refers to providing explanation of pension functionality or processes to a level of detail required to educate a novice on what is a pension plan, how plans, operations and processes work.
223 Attachment 6.6 (Pro Forma Contract) A.5.b.12.ii Page 71 Please confirm the State's understanding that it must fully participate in and execute UAT with guidance provided by Contractor where needed. Additional language clarification may be needed to effectively represent these activities and responsibilities.	The State understands that it must fully participate in and execute UAT with guidance provided by the successful respondent where needed. Any clarification relative to these activities and responsibilities can be developed in the written Operating Procedures described in Section A.3 of the *Pro Forma* Contract (RFP Attachment 6.6).
224 Attachment 6.6 (Pro Forma Contract) A.5.b.20 Page 74 Will the State be willing to strike "The Contractor shall also provide guidance to State IT staff on the initial setup of the overall System, including the hardware (virtual or physical), software, database, and required integrations for all implementation phases of installation and configuration." If it chooses the Contractor's hosted SaaS solution?	If the State selects a SaaS solution, the State understands there will be no hardware or software to configure. The State will require this to be documented and placed in escrow with the software though.
225 Attachment 6.6 (Pro Forma Contract) A.12.b. Guarantee Page 80 Will the State be willing to discuss penalties?	See response to Question 8 above. See also Item 8 below for an amendment to Section A.12.d. of the *Pro Forma* Contract (RFP Attachment 6.6).
226 Would the State be amenable to modifying Section A.6 of the *Pro Forma* Contract as follows: A.6. <u>Overall Software Requirements</u>. The Contractor shall be responsible for procuring on the State's behalf all third-party software, updates and security patches within the Solution and <u>at no additional cost</u> to the State. The Contractor's solution must include NO software or hardware locks, traps, dongle keys, or similar security measures that would in any way deny TCRS full and complete	See Item 17 below for an amendment to Section A.6. of the *Pro Forma* Contract (RFP Attachment 6.6).

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access.   The Contractor's solution must not rely on a "license server" to control licensing or to limit the number of simultaneous users.

Licenses, installation disks, training materials, and all other permissions and tools needed to maintain and operate software used for the creation, modification, or management of the ARIS application and/or the ARIS project must be delivered to the State for the State's use by no later than the end of the one-year Warranty Period as described in Section A.19 below at no additional cost to the State.

The source code for any software (be it the customized line-of-business application, middleware, a code generator, a specialized I/O routine, or any similar or related item) which is developed by the Contractor or an affiliate company or a sub-contractor and used in the new System must be delivered to TCRS. The Contractor agrees to deliver application source code with the delivery of each functional rollout phase during the project. TCRS' acceptance of a phase will be contingent upon this requirement being met. In addition, once the first functional rollout phase has been delivered, source code updates must be delivered ~~no less frequently than quarterly~~ as and when the same are available. Source code for linkages to/from the System is similarly to be provided. It is to be updated and delivered to TCRS throughout the duration of the project.

In addition, the source code for any third-party software that is delivered and/or licensed to TCRS as part of the Solution ~~must~~ may be escrowed on TCRS' behalf ~~if, at the time of Project Completion, that software product has ever previously been escrowed for the benefit of any other client of the third-party provider~~ subject to such license terms being agreed by the concerned third-party software provider. ~~In such event, the Contractor must ensure, at its expense, that the then-current software product source code listing and related documentation are placed in the possession of a reputable escrow agent under an agreement providing for the distribution of a copy of the product source code and related documentation to TCRS for TCRS' own use upon the third party's (i) voluntary bankruptcy, liquidation, or similar proceedings or (ii) failure or inability to provide maintenance support for the product. Simultaneously with the execution of this Contract, the Contractor shall notify TCRS in writing of the name of the escrow agent and the location of the source code listing and related documentation. The Contractor shall ensure, at its own expense,~~

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~~that the source code listing and related documentation held by the escrow agent are updated annually to reflect the then-current release of the product. The escrow agent and the location of the source code listing may be changed by notifying TCRS in writing at least thirty (30) calendar days in advance of the change.~~ The State does not intend that the Contractor escrow thirty-party commodity software that is widely available, such as Microsoft Office Suite.

==Subject to the terms of the Contract, Contractor shall grant to TCRS a nonexclusive, nontransferable, perpetual (but revocable in the event of breach of license terms), limited license to modify and create derivative works of the Contractor's Neospin Software (LOB source code) in source code form.== The State is agreeable to LOB source code being provided under a non-exclusive license, including appropriate intellectual property protections for the Contractor; however, the LOB source code shall be provided to the State.

227 Would the State be amenable to modifying Section A.7.e of the *Pro Forma* Contract as follows: Change Order Remuneration. The State will remunerate the Contractor only for acceptable work. All acceptable work performed pursuant to an approved Change Order, without a formal amendment of this Contract, shall be remunerated in accordance with and further limited by Contract Section C.3.c. In no instance shall the State be liable to the Contractor for any amount exceeding the maximum cost specified by the Change Order authorizing the services. Upon State approval of the work, the Contractor shall invoice the State in accordance with the relevant provisions of this Contract. If the Contractor does not deliver the service by the delivery date on the Change Order and the delay (i) is not the result of the State's failure to provide the Contractor with reasonable access to information or staff as shall be necessary to provide the service or (ii) is not the result of changes to the Change Order requested by the State==, or (iii) is a result of causes beyond the reasonable control of the Contractor==, the cost indicated on the Change Order will be reduced by fifteen percent (15%) for each seven (7) calendar day period that the delivery is delayed. To prevent such reduction, the Contractor shall promptly inform the State in writing of the specific delay which is preventing performance so that the State can act on such. The Contractor's time in which to provide the service shall be extended an equal number of days corresponding to the delay. However, the Contractor shall not be entitled to the extension unless the Contractor informed the State in writing of the specific delay as provided in this	Item 6 below for an amendment to Section A.7. of the *Pro Forma* Contract (RFP Attachment 6.6).

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section. The State will be the sole judge of whether the delay was the result of the State's failure to provide the Contractor with reasonable access to information or staff as was necessary to provide the service, or whether the delay was the result of changes to the Change Order requested by the State.	
228 Would the State be amenable to modifying Section A.12.d of the *Pro Forma* Contract as follows: d. No Limit of Liability. The above performance standards do not eliminate the Contractor's obligation to comply with all other terms and conditions of this Contract and shall ~~not~~ be taken into consideration for the purpose of calculating ~~construed to~~the limit the liability of the Contractor for damages sustained by the State by virtue of any breach of this Contract by the Contractor ~~nor shall they be construed to limit any other remedies available to the State in equity, at law or otherwise.~~	See Item 8 below for an amendment to Section A.12.d. of the *Pro Forma* Contract (RFP Attachment 6.6).
229 Would the State be amenable to modifying Section A.15 of the *Pro Forma* Contract as follows: A.15. No Services or State Data Outside of the United States. The Contractor shall not perform, nor allow any of its agents or subcontractors to perform, services under this Contract from outside of the United States without the State's prior written consent. For the avoidance of doubt, the Contractor may procure certain services pertaining to the Contract from its affiliates based out of India. Additionally, the Contractor shall not move or transmit any State Data outside of the United States, store any State Data outside of the United States, or permit access to any State Data from locations outside the United States (including the ability to view information from outside the United States), without the State's prior written consent, including backup data. The Contractor's personnel located in the United States must perform all processing of State Data. If the State consents, any move or access must be limited to the State Data specified in the State's consent, and the Contractor's obligations relating to State Data continue to apply in all other cases. Any breach of this provision constitutes a non-curable, material breach of this Contract that will entitle the State to immediately terminate this Contract pursuant to D.6. below. All references in this section to the "United States" mean the fifty states and does not include any territorial possessions of the United States.	The State respectfully declines. The successful respondent cannot perform, nor allow any of its agents or subcontractors to perform, services under the Contract from outside of the United States.
230 Would the State be amenable to modifying Section A.16 of the *Pro Forma* Contract as follows: A.16. Cyber Incidents or Breaches. The Contractor shall notify the State immediately, but no later than twenty- four (24) hours of the Contractor becoming aware of a suspected or confirmed instance of unauthorized access	See Item 12 below for an amendment to Section D.18 of the *Pro Forma* Contract (RFP Attachment 6.6).

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to or potential disclosure of State Data in the custody or control of the Contractor by virtue of the services provided to the State hereunder or in the custody or control of a subcontractor used by Contractor under this Contract, or a file transfer platform (a "Security Incident"). Immediately thereafter, the Contractor shall provide to the State all information and reports relative to the Security Incident; this includes information and reports in the possession of any subcontractor or cyber security firm acting on behalf of the Contractor for the purpose of responding, containing, or remediating against such Security Incident. The Contractor shall take all necessary measures to halt any further unauthorized disclosures. The Contractor will (i) at State's sole discretion, either undertake remediation efforts at its sole expense or reimburse the State for State's reasonable costs and expenses in connection with taking remediation efforts, and (ii) ensure that the plan associated with such remediation efforts includes components aimed at preventing the recurrence of the same type of Security Incident. The State shall have the sole right to determine remediation efforts, and (i) whether notice of any Security Incident will be provided to any individuals, regulators, law enforcement agencies or consumer reporting agencies and (ii) the contents of such notice, whether any type of remediation may be offered to affected individuals, and the nature and extent of any such remediation. Notwithstanding the foregoing, the Contractor may, without the State's approval, provide notice of any Security Incident if required by law, rule, or regulation or at the request of any governmental or regulatory authority whose request must be honored pursuant to law or regulation and only to the extent specifically required.	
Notwithstanding anything in this Contract to the contrary, the State reserves the right to use the Contractor's name in the notification of any such Security Incident. The Contractor agrees to pay actual costs associated with providing notification of the Security Incident to affected individuals and any associated mitigation costs incurred by State including, but not limited to, costs associated with the State providing its own notification to affected individuals, in addition to the notification provided by the Contractor. The Contractor also agrees to pay the actual costs for identity theft and restoration services, credit monitoring, and identity theft insurance coverage up to at least one million dollars ($1,000,000) in stolen funds per affected individual, if the State determines in its sole discretion that a Security Incident by the Contractor is significant enough to warrant such measures. The Contractor shall also reimburse State for all other reasonable costs, expenses, damages, and other losses resulting from any Security Incident involving State Data.	
Upon written or oral notice by the State to do so, the Contractor shall by no later than ten (10) business days after receipt of the notice provide all affected individuals with notification of the breach and with access to the	

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following for up to at least twelve (12) months: identity theft and restoration services, credit monitoring, and identity theft insurance coverage up to at least one million dollars ($1,000,000) in stolen funds per affected person, and call center services. Notification of the breach and access to identify theft protection and restoration services, credit monitoring services, and identity theft insurance coverage occurs when the Contractor puts a letter in the mail as first-class mail using the U.S. Postal Service notifying affected individuals of these services and coverage. The remedies set forth in this Section are ~~not~~ exclusive ~~and are in addition to any claims or remedies available to the State under this Contract or otherwise available at law.~~ The obligations set forth in this Section shall survive termination of this Contract.	
231 Would the State be amenable to modifying Section A.22 of the *Pro Forma* Contract as follows: A.22. Licensing Services. The Contractor shall provide the following licensing services to the State and as provided in pages [PAGE NUMBERS FROM SUCCESSFUL PROPOSAL WHICH RESPOND TO SECTION C.48 OF RFP ATTACHMENT 6.2] of the Contractor's Proposal: a. ~~The Contractor grants or shall cause to grant an unlimited license to use all software provided under this Contract in the course of the State's business and purposes.~~ b. The Contractor shall provide to the State all minor and major software upgrades, modifications, bug fixes, or other improvements in the software Solution that it or the third-party software supplier makes generally available to its customers. c. The Contractor shall provide general support for the Solution (which includes the PAS and any third-party software, e.g., CRM solution, BI Solution, and ECM solution), including help desk, technical support, troubleshooting, analysis, and project management. d. The Contractor must maintain and support at least three (3) past implemented versions of the Solution.	The State respectfully declines. For clarification (if needed), the State's intent is to ensure there is not a limited seat license or limited feature set based on seat count.
232 Would the State be amenable to modifying Section D.6 of the *Pro Forma* Contract as follows: D.6. Termination for Cause. If ~~the Contractor~~ either party fails to properly perform its obligations under this Contract in a timely or proper manner, or if ~~the Contractor~~ either party materially violates any terms of this Contract ("Breach Condition"), the other party~~State~~ shall have the right to immediately terminate the Contract upon failure to cure such breach within thirty (30) days of written notice to that effect ~~and withhold payments in excess of compensation for completed~~	See Item 3 below for an amendment to Section D.6 of the *Pro Forma* Contract (RFP Attachment 6.6).

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~~services or provided goods~~. Notwithstanding the above, the ~~Contractor~~ <mark>defaulting party</mark> shall not be relieved of liability to the ~~State~~ <mark>aggrieved party</mark> for damages sustained by virtue of any Breach Condition and the ~~State~~ <mark>aggrieved party</mark> may seek other remedies allowed at law or in equity for breach of this Contract.	
233 Would the State be amenable to modifying Section D.10.c of the *Pro Forma* Contract as follows: c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable <mark>prior</mark> notice by the State.	See Item 10 below for an amendment to Section D.10.c. of the *Pro Forma* Contract (RFP Attachment 6.6).
234 Would the State be amenable to modifying Section D.11 of the *Pro Forma* Contract as follows: D.11. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable <mark>prior</mark> notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.	See Item 11 below for an amendment to Section D.11 of the *Pro Forma* Contract (RFP Attachment 6.6).
235 Would the State be amenable to modifying Section D.18 of the *Pro Forma* Contract as follows: Limitation of Contractor's Liability. In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to ~~two~~ <mark>one (1 ~~2~~)</mark> times the Maximum Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for: (i) ~~intellectual property or any~~ Contractor indemnity obligations for infringement for third-party intellectual property rights; (ii) ~~any claims covered by any specific provision in the Contract providing for liquidated damages; or (iii)~~ any claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death. For clarity, except as otherwise expressly set forth in this Section, Contractor's indemnification obligations and other remedies available under this Contract are subject to the limitations on liability set forth in this Section. <mark>This limitation of liability is cumulative and not per incident.</mark>	See Item 12 below for an amendment to Section D.18.of the *Pro Forma* Contract (RFP Attachment 6.6). See also Item 8 below for an amendment to A.12.d of the *Pro Forma* Contract (RFP Attachment 6.6). <u>Note</u>: Pursuant to Tennessee state law; namely, Tenn. Code Ann. § 12-3-701, we are precluded from limiting the liability of a contractor for intellectual property or indemnification obligations for infringement of third-party intellectual property rights.

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236 Would the State be amenable to modifying Section D.19 of the *Pro Forma* Contract as follows: ~~Hold Harmless.~~ ~~The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys' 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.	See Item 4 below for an amendment to Section D.19 of the *Pro Forma* Contract (RFP Attachment 6.6).
237 Would the State be amenable to modifying Section D.24 of the *Pro Forma* Contract as follows: D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify	This additional language is unnecessary. Section D.24 is clear that the contractor will be entitled to payments pursuant to the contract for services rendered obligations that are not affected by cease payment of the fees for the affected obligations until Contractor resumes performance of the affected obligations

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the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor's performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees for the affected obligations until Contractor resumes performance of the affected obligations (provided that the Contractor shall be paid in accordance with the terms of this Contract for all Services rendered as per the terms herein); or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.	
238 D.34. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law. Confidential Information of the Contractor shall include software related information and all release notes and other material relating to Contractor-Owned Software, received or accessed by State, and all information that either party directly or indirectly receives from the other party during the term of this Agreement, or to which either Party has directly or indirectly been given access to during the term of this Agreement, that the recipient knows or should reasonably be expected to know is confidential to the other Party or to a third party. A Party receiving or otherwise accessing Confidential Information will restrict the use of the Confidential Information to those purposes necessary for the performance of the receiving Party's obligations and the exercise of the receiving Party's rights under this Contract. During the term of this Agreement and thereafter, each Party will safeguard against disclosure of Confidential Information to third parties using the greater of (i) the standard of care that the recipient uses to protect its own proprietary and confidential	See Item 14 below for an amendment to Section A.14 of the *Pro Forma* Contract (RFP Attachment 6.6).

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information, or (ii) reasonable care. All copyright and other proprietary notices in the Confidential Information must be retained in copies or partial copies of Confidential Information made by the receiving Party. Each Party must provide the other with notice of governmental, judicial or administrative orders and proceedings to compel the disclosure of Confidential Information received under this Agreement, as promptly as the circumstances reasonably permit. Neither Party will be obligated to maintain any information in confidence or refrain from use to the extent (i) the information was in the receiving party's possession or was known to it prior to its receipt from the disclosing Party without obligation of nondisclosure, (ii) the information is or becomes public knowledge without fault of the receiving Party, or (iii) the information is independently developed or implemented by the receiving Party without the utilization of Confidential Information of the disclosing Party.	
239 Would the State be amenable to modifying Section D.24 of the *Pro Forma* Contract, which states:

Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor's performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees for the affected obligations until Contractor resumes performance of the | See response to Question 8 above. |

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affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.	
240 Would the State be amenable to modifying Section D.34 of the *Pro Forma* Contract, which reads as follows: Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law. The obligations set forth in this Section shall survive the termination of this Contract.	See Item 14 below for an amendment to Section A.14 of the *Pro Forma* Contract (RFP Attachment 6.6). See also response to Question 8 above.
241 Would the State be amenable to modifying Section E.5. of the Pro Forma Contract as follows: E.5. Transfer of Ownership of Custom Software Developed for the State. a. Definitions. (1) "Contractor-Owned Software," shall mean commercially available software the rights to which are owned by Contractor, including but not limited to commercial "off-the-shelf" software which is not developed using State's money or resources. (2) "Custom-Developed Application Software," shall mean customized application software developed by Contractor for the State under this Contract intended to function with the Contractor-Owned Software or any Work Product provided under this Contract. (3) "Rights Transfer Application Software," shall mean any pre-existing application software and documentation owned or supplied by Contractor or a third party necessary	See Item 17 below for an amendment to Section A.6. of the *Pro Forma* Contract (RFP Attachment 6.6).

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for the use, functioning, support, or maintenance of the Contractor-Owned Software, the Custom-Developed Application Software, Third Party Software, and any Work Product provided to State. (4) "Third-Party Software," shall mean software supplied by Contractor under this Contract or necessary for the functioning of any Work Product not owned by the State or the Contractor. (5) "Work Product," shall mean all deliverables such as software, software source code, documentation, planning, etc., that are created, designed, developed, or documented by the Contractor for the State under this Contract. Work Product shall include Rights Transfer Application Software. b. Rights and Title to the Software (1) All right, title and interest in and to the Contractor-Owned Software shall at all times remain with Contractor, subject to any license or transfer of rights or ownership granted under this Contract. Contractor grants the State a perpetual non-exclusive, non-transferable license to the Contractor-Owned Software to be used solely with the Custom-Developed Application Software and the Work Product. (2) Subject to the Contract, Contractor shall grant to State a nonexclusive, nontransferable, perpetual (but revocable in the event of breach of license terms) license to use the Contractor-Owned Software . . . for the management of State's pension and benefit administration system. Except as provided herein, no other license to the Contractor-Owned Software is granted to the State. Title to the Contractor-Owned Software, and all rights not specifically granted to State by this license, will remain in Contractor and its suppliers. State may not sell, lease, sublicense or assign any right granted under the Contract granted in this section, Contractor shall grant to Client a nonexclusive, nontransferable, perpetual (but revocable in the event of breach of license terms), limited license to modify and create derivative works of the Contractor's Neospin Software in source code form to the extent necessary for the purpose of this Contract. (3) Except as expressly provided hereinabove, no license is granted to use, access or disclose any component of the Contractor-Owned Software in source code form. Client may not decompile, cross compile, disassemble, reverse engineer, or use any other means to	

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decode the Contractor-Owned Software, or permit others to do so. To the extent that any changes to the Contractor-Owned Software constitute Work Product under the Contract, State shall grant Contractor a non-exclusive, perpetual, royalty free right to use the same in connection with its business and for providing services to its other clients. For the avoidance of doubt, rights to any changes made to Contractor's Framework platform shall belong exclusively to Contractor. Contractor shall provide the source code in the Custom-Developed Application Software, Work Product and the Contractor-Owned Software, with all subsequent modifications, enhancements, bug-fixes or any other changes in the source code of the Work Product and the Contractor-Owned Software and all other code and documentation necessary for the Custom-Developed Application Software to be installed and function as intended and as set forth in this Contract, to the State. (2) Contractor may lease or sell the Custom-Developed Application Software to third parties with the written permission of the State, which permission may be conditioned on the State receiving royalties from such sales or licenses. (3)(4) Subject to the terms hereinabove, Aall right, title and interest in and to the Custom-Developed Application Software, and to modifications thereof made by State, including without limitation all copyrights, patents, trade secrets and other intellectual property and other proprietary rights embodied by and arising out of the Custom-Developed Application Software, shall belong to State. To the extent such rights do not automatically belong to State, Contractor hereby assigns, transfers, and conveys all right, title and interest in and to the Custom-Developed Application Software, including without limitation the copyrights, patents, trade secrets, and other intellectual property rights arising out of or embodied by the Custom- Developed Application Software. Contractor and its employees, agents, contractors or representatives shall execute any other documents that State or its counsel deem necessary or desirable to document this transfer or allow State to register its claims and rights to such intellectual property rights or enforce them against third parties. (4)(5) All right, title and interest in and to the Third-Party Software shall at all times remain with the third party, subject to any license or other rights granted to the State under this Contract or otherwise. c. The Contractor may use for its own purposes the general knowledge, skills, experience, ideas, concepts, know-how, and techniques obtained and used during the course of performing under this Contract. The Contractor may develop for itself, or for others, materials which are	

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similar to or competitive with those that are produced under this Contract.	
242 Would the State be amenable to modifying Section E.8. of the *Pro Forma* Contract as follows: E.8. Extraneous Terms and Conditions. The Contractor shall fill all orders submitted by the State under this Contract. No purchase order, invoice, or other documents associated with any sales, orders, or supply of any good or service under this Contract shall contain any terms or conditions other than as set forth in this Contract. Any such extraneous terms and conditions shall be void, invalid and unenforceable against the State. Any refusal by the Contractor to supply any goods or services under this Contract conditioned upon the State submitting to any extraneous terms and conditions, unless otherwise mutually agreed between the parties, shall be a material breach of the Contract and constitute an act of bad faith by the Contractor.	The State respectfully declines.
243 Section 1.1.1, 3rd bullet at the bottom of page 5 Please share your desired outcome as well as your vision for the Bidder and TCRS responsibilities for the following: "Review existing processes and identify which to maintain, which to modify, and which to eliminate"	TCRS does not seek to replicate current practices and processes just because TCRS has always performed them in a certain way. TCRS and the Bidder will collaborate on process improvements and other changes that will allow for more efficient processing and better service to our constituents.
244 Page 6 – last paragraph before section 1.2 In regard to the State procuring a contract for data cleansing, please provide an update on this procurement and the estimated start date for this work.	See response to Question 29 above.
245 Page 26 - Attachment 6.2 – A.7 For each role on the project, what forms of proof are acceptable to confirm compliance with this requirement should one of the listed certifications not be applicable to the person's job responsibilities or their role on the project?	The successful Respondent's employees, agents, independent contractors and subcontractors that will be involved in the delivery of services under the contract (including any replacement personnel) must possess or will possess as of the time of performance under the contract, and for the duration of the contract, the qualifications, education, training, experience, and certifications necessary to perform the services under the contract. Evidence of this should be in the form of specific qualifications utilized, such as CPA, PMP, Six Sigma, and ITIL.
246 Page 26 – Attachment 6.2 – A.10 Please provide the estimated number and roles for the users that should be provided for in the "state participation" as noted in this requirement.	Total end users for TCRS, Financial Empowerment, and Accounting is approximately 100.
247 Page 26 – Attachment 6.2 – A.10 Please provide a list of "interoperable, network connections and/or communication methods" that the State may consider supplying for the project.	This will be hosted in the public cloud or the State's cloud, so no additional network connections will be required.

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248 Page 27 – Attachment 6.2 – A.19 As many services and tools are provided by third-parties, please elaborate on your expectation in regard to the statement "no more than 10% of the core PAS solution can be developed using third-party software."	The State is seeking a Pension Administration System (PAS) that is built by the Respondent. While the State understands that in some cases it makes since to use a third party developed components, a minimum of 90% of the core PAS solution must be built by the Respondent. This would exclude external components used by the PAS, such as Electronic Content Management (ECM).
249 Page 27, Attachment 6.2, A.12, A.13 and A.14 Is a Bidder automatically disqualified if they cannot meet all the mandatory requirements as written? Are Bidders permitted to provide an alternate solution and if so, where should this information be provided?	All potential respondents must meet the mandatory requirements in RFP Attachment 6.2 – Section A for its response to be considered. See Item 15 below for an amendment to Item A.6 of RFP Attachment 6.2., Technical Response & Evaluation Guide, Section A— Mandatory Requirements.
250 Page 34 and 35, Attachment 6.2, C.5 through C.7 For the three questions under Mandatory System Requirements (C.5, C.6 and C.7), is the Bidder to provide a narrative description at an Attachment section level or for each individual requirement? For example, for C.5 if the Bidder provides narrative for each Functional Requirement Section (01. Accounting, 02. Actuarial Reporting, 03. Benefit Calculation) does this satisfy the intent of this question?	Respondents must confirm the solution will comply with all <u>mandatory</u> requirements defined in Contract Attachments 1 – 3. This confirmation is to be provided in the Respondents' response to Items A.12, A.13 and A.14 of RFP Attachment 6.2 – Section A— Mandatory Requirement Items. If the proposed PAS solution does not meet a particular functional requirement defined as <u>Flexible</u>, the Respondent must provide details explaining what aspects of the functionality are not supported, along with any alternate solutions that can be employed to achieve the required results. These details are to be provided in the Respondent's response to the questions posed in Items C.5, C.6, and C.7 of RFP Attachment 6.2 – Section C (Technical Qualifications, Experience & Approach Items).
251 Page 36, Attachment 6.2, C.13 Please share your vision for IT staff involvement during the project implementation for the following requirement: "The Respondent will provide guidance to IT staff on the initial setup of the overall system, including the hardware, software, database, and required integrations for all implementation phases of installation and configuration."	The level of IT staff involvement would depend on the solution and how it is hosted. For a fully cloud SaaS solution, the State understands that there is no configuration and installation to be done. For solutions hosted within the State cloud, the State IT staff will work with the successful Respondent's team to ensure systems and software are setup and configured properly.
252 Page 36, Attachment 6.2, C.13 Please clarify your expectation for the level of involvement you'd like the business or systems analyst staff to have in maintaining the configuration of the system after Go Live as noted in the following statement: "The business administrator's materials must contain at a minimum all the information required for a business or systems analyst to maintain the configuration of the	The State expects that the successful Respondent would maintain this documentation.

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system, including instructions on how to perform common processes."	
253 Page 37, Attachment 6.2, C.13 Please elaborate on your vision for the TCRS IT staff involvement during the project in regard to the following: "The Respondent will provide guidance to IT staff on the initial setup of the overall system, including the hardware, software, database, and required integrations for all implementation phases of installation and configuration."	See response to Question 251 above.
254 Page 38, Attachment 6.2, C15 Please share your vision for the roles of the data cleansing vendor and the Bidder for the PAS implementation in regard to data cleansing both before and during the PAS implementation project.	The data cleansing vendor will be expected to provide and implement data profiling, data cleansing and data migration technical services for TCRS, regarding its MDM processes in preparation for the New PAS Solution. It is anticipated the data cleansing vendor will begin reviewing the data prior to kick-off of implementation but will work with the PAS vendor to ensure data is in the proper format and accurately added to the New PAS Solution. Where necessary, we expect the PAS Vendor to coordinate with the data cleansing vendor and provide support, input, and consulting regarding data cleansing activities and data formatting.
255 Page 47, Attachment 6.2, C.38 Please clarify if you currently use or have licenses for any third-party Telephony systems including all Automatic Call Distribution System (ACD)/ Computer telephony integration (CTI) products. Please provide the names, types and versions of the products used today if applicable.	Treasury currently utilizes Finesse via Webex. as the telephony system.
256 Page 48 – C39, Numbers 7 and 8 and Page 71 – A.5.a.9.vii Please confirm the assessment and recommendation for replacement of the accounting system, MIP, is in scope for this project.	No. Replacement of TCRS' accounting system is not within the scope of this project.
257 Page 54, Attachment 6.2, C.58 Please provide the State's current MDM plan and elaborate on your vision for the "needs of the state" that will need to be supported as part of this project.	See response to Question 220 above.
258 Page 59, Attachment 6.2, C.70.3 Please provide information on the "TCRS Incident Response Process" that the Bidder will need to integrate with for this requirement.	Any accidental or malicious action or event that has the potential of causing actual or potential jeopardy to the confidentiality, integrity, and availability of the system, data or technology assets, must be reported to Treasury. Such incidents include, but is not limited to, suspicious incidents involving Personally Identifiable Information ("PII"), suspicious network

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	activity, security breach or other event that adversely impacts the established security behavior of the environment or system.
	Root cause analysis should be conducted for all incidents and appropriate actions take to minimize the further risk to core business operations, systems and data. Analysis results and implemented solutions should be shared with Treasury.
259 Page 70 – Contract, A.5.a.3 Please define the number of processes and a brief description of the processes required to comply with the following: (3) Support for the execution of all processes required in accordance with Tennessee Code Annotated, Title 8, Chapters 34 – 37, applicable federal statutes, rules and regulations governing a tax-qualified governmental plan under IRC Section 401(a), and TCRS Board policies that are in effect on the commencement date of this Contract.	Please refer to the Functional and Non-Functional Requirements Documents (Contract Attachments 1 and 2).
260 Page 70, Contract A.5.a.7 Please clarify your expectation for "other recognized payment modes" as noted in this requirement.	Debit cards are currently used and TCRS considers "other recognized payment modes".
261 Page 70 – A.5.a.8.ii Please provide the estimated number of licenses that will be required for the following: (ii) Licensing sufficient to support unlimited use and access by State staff, TCRS active members, employers, retirees, and vendors.	TCRS has approximately 600,000 members that may establish a self-service account; over 1,500 employer users, and 100 staff. However, these numbers are likely to continue to grow, so we will need an unlimited number of licenses to accommodate a growing user base.
262 Page 70 – A.5.a.8.ii Please confirm you are referring to the use of and access to the pension administration system in the following: (ii) Licensing sufficient to support unlimited use and access by State staff, TCRS active members, employers, retirees, and vendors.	Confirmed.
263 Page 71, Contract, A.5.a.8.ii Please provide the estimated number and types of interfaces as noted in this requirement.	See response to Question 62 above.
264 Page 72, Contract, A.5.a.9.xi Please share your vision for the MDM plan that is to be generated as part of this project.	See response to Question 220 above.
265 Page 73, Contract Regarding the proposed withholding of payments noted in the following:	The State respectfully declines.

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"however, to ensure timely implementation of the Solution, an amount equal to ten percent (10%) of the respective milestone payment shall be withheld by the State until the conclusion of the Warranty Period described in Section A.19 below. The Contractor shall invoice the State for the amount withheld by the State pursuant to this Section as provided in Section C.5 below." Would TCRS agree to release 50% of the withheld payments at system implementation and the remainder at the conclusion of the Warranty Period?	
266 Attachment 6.6, Page 75, Contract, A.5.b.15 (ix) and (x) Please elaborate on the purpose, content and expected delivery timeframe for the following deliverables: (ix) Written statements of work which define reasonable components of work. (x) When viewed in aggregate these statements of work comprise the entire project.	A statement of work is expected to be provided during implementation planning and include specific information clarifying the requirements and project scope.
267 Page 82, Contract, A.15 As we may want to utilize staff outside of the United States for this project, please provide information on the process to be used and the timing during the procurement process for requesting the State's written consent to utilize these staff as noted in the following: A.15 - No Services or State Data Outside of the United States. The Contractor shall not perform, nor allow any of its agents or subcontractors to perform, services under this Contract from outside of the United States without the State's prior written consent.	See response to Question 229 above.
268 Attachment 6.6, page 85, Contract, A.22.c Please elaborate on your expectation for general support in this requirement: a. The Contractor shall provide general support for the Solution (which includes the PAS and any third-party software, e.g., CRM solution, BI Solution, and ECM solution), including help desk, technical support, troubleshooting, analysis, and project management.	The successful Respondent will ensure resources with the appropriate skillsets and knowledge of the system will be available to the State and provided the necessary support to ensure the system consistently functions as intended. Also, as technical issues arise, and/or certain changes needed to address legislative matters and functional enhancements are needed, the Respondent will be available to provide immediate assistance.
269 Attachment 6.6, Contract Page 76 and 77, Section A.6, 3rd paragraph In regard to Section A.6, 3rd paragraph, please elaborate on the meaning of the following statement as well as the service/deliverable to be provided: "Source code for linkages to/from the System is similarly to be provided."	To clarify, API documentation is to be provided.

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270 RFP and Attachment 2 Non Functional Requirements Section A.12.a.1, Contract Attachment 2, S.03.03 through S.03.06 Please clarify your expectation for resolution times as noted in the following requirements: Section A.12.a.1 requires resolution times of 15 days for Critical; 30 days for High; 45 days for Medium; and 60 days for Low. Attachment 2, Requirements S.03.03 through S.03.06 requires resolution times of 3 days for Critical; 21 days for High; 60 days for Medium; and 90 days for Low	The timeframes are properly documented in Section A 12.a.1 of the Proforma Contract and are as follows: Critical – 15 days High – 30 days Medium – 45 days Low – 60 days
271 Page 81-82, Contract Regarding the proposed penalties for the Performance Standards Guaranty, would TCRS accept adding language that limits the total damages in a month to not exceed 100% of the monthly fees for that service?	The State respectfully declines. However, see Item 8 below for an amendment to Section A.12.d. of the *Pro Forma* Contract (RFP Attachment 6.6).
272 Page 89-90, Contract Regarding the proposed Payment Terms, the License Fees are listed as payable on a quarterly basis. Will TCRS allow for invoicing of the initial license fees on a one time basis and then on an annual basis for renewals thereafter?	The State respectfully declines.
273 Contract Regarding the terms related to Debarment and Suspension, RFP p. 97, does the reference to "current and future principals," mean the principals of the company at the time the proposal is submitted?	No. For future principals, the successful respondent must provide immediate written notice to the State if at any time it learns that those principals are excluded, disqualified, or fall under any of the prohibitions of Section D.23.a-d.
274 Contract Regarding the terms related to Debarment and Suspension, RFP p. 97, does the following statement include a termination that has been disputed in court as invalid, but the matter has not yet been resolved by the court? "have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause."	No.
275 1.1 Statement of Purpose Regarding the statement, "The State seeks to acquire and implement a software solution for TCRS that is developed as a cloud native application that is fully elastic and encompasses a core line of business Pension Administration System (PAS)…" We will propose the system will be deployed in AWS cloud. While we use many cloud native features, the entire	Yes, it would satisfy the requirement. See Item 20 below for an amendment to Question C.47 of RFP Attachment 6.2. — SECTION C, Technical Qualifications, Experience & Approach Items, in its entirety and insert.

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solution is not cloud native. We architect our systems to meet SLAs and have methods to mitigate elasticity concerns, such as a highly available infrastructure across multiple availability zones, and EC2 instances behind load balancers. This allows us to quickly add capacity for peak periods, without downtime or disruption. Will this approach satisfy the requirement?	
276 Page 39, Section D.20.d, Contract Regarding the following statement in the terms of indemnification in section D.20.d, "The obligations set forth in this Section shall survive the termination of this Contract." Will TCRS consider amending this term so that the obligations terminate after all PII in contractors' control has been returned to TCRS?	The State respectfully declines.
277 Attachment 1 – Functional Requirements - 5.04 Does TCRS already have a third-party debit card provider in place that you will expect the PAS to integrate with? If so, please provide an overview of the details which are required to be sent to the debit card provider either with the first or subsequent disbursements.	See response to Question 147 above. This will entail sending enrollment data to vendor in a file to include name, date of birth, address and other PII to allow for issuance of a debit card. Vendor provides a return file with the routing and account number information associated with the card to allow for a payment.
278 Attachment 1 – Functional Requirements 08 – Deferred Compensation Can TCRS confirm Empower is also the TPA for the defined contributions (401(k)) within a Hybrid Plan? If TCRS expects additional information to be sent / received for Hybrid plan members at any point in their career, can those requirements be provided? For example, updates required when members are applying for benefits from either system.	Empower is also the TPA for the defined contributions (401(k)) within a Hybrid Plan for State Employees and Teachers. TCRS envisions sharing information such as termination dates between the TPA and TCRS and vice versa or when the member applies for TCRS benefits or a required minimum distribution the TPA
279 Attachment 1 – Functional Requirements 20.07 Can TCRS elaborate on the retirement details being sent by EPP? For example, the EPP only sends the application information (benefit option, date, direct deposit, taxes, etc.) and then the PAS will continue processing as normal by calculating the final benefit and setting the member up for payment.	PII such as name, date of birth, SSN plus address, payment amount, banking information, tax withholding is provided by the EPP to add persons to their retired payroll. The EPP will also provide updates to payment amounts for cost-of-living adjustments, if applicable.
280 Attachment 1 – Functional Requirements 22.01 Is TCRS open to other identity verification providers besides Lexis Nexis? If a Bidder has an alternative option already included with the third-party authentication service, should we include this as an optional approach?	TCRS will consider alternative options for third-party authentication services.
281 Attachment 1 – Functional Requirements 22.81	This is acceptable.

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We request 'or live data' be added to this requirement as noted below: The system will operate from live data or replicated data refreshed from the system, usually each business day. The refresh schedule will be maintained by TCRS. All data presented on the MSS will come from the system and no other source.	
282 Attachment 2 – Non Functional Requirements Page 29 – Data Management Requirements Please confirm the design, creation and implementation of a full data warehouse is not in scope for this project. If the implementation of a data warehouse is in scope for this project, please provide your vision for this solution and how it should integrate with the Pension Administration System.	The Respondent will need to ensure that data pipes can setup from the PAS datastores to the data warehouse datastores. The State will manage the data warehouse and reports generated from that datastore.
283 Attachment 2 – Non Functional Requirements DAT.01.01 through DAT.01.31 Please confirm our understanding that the requirements listed in the scope of the General Data Management Section are only applicable to the data to be used in the new Pension Administration System database.	Confirmed.
284 Attachment 2 – Non Functional Requirements DAT.01.01 Is the required capability referring to the ability of the PAS to allow external data warehousing tools to read from the PAS database?	No, DAT.01.01 requires the PAS system to allow data pipes to be setup between the PAS datastores to a reporting datastore and to not run in a degraded state when data is being pulled/pushed from the PAS system.
285 Attachment 2 – Non Functional Requirements DAT.01.04 Please clarify and provide an example regarding your expectation for data annotation to include whether it is annotating the raw data or the data structure.	An example would include the ability to annotate a document / correspondence with notes to allow collaboration. The raw data itself need not be annotated as long as the annotations can be associated with the raw data.
286 Attachment 2 – Non Functional Requirements DAT.01.05 Please provide the regulatory and compliance auditing guidelines/regulations/framework that will be required for compliance with this requirement.	Regulatory and compliance reporting including census data audits requires the production specific member and/or employer information. Date needed includes date of birth, benefit amount, most recent salary, service credits, retirement payment option selected, retirement code, department code, gender, and beneficiary date of birth, benefit calculation information, etc. Also, the ability to provide date to ensure we are in compliance with any federal and state statutes regarding pension plan management. Audits are performed in accordance with accordance with attestation standards established

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	by the American Institute of Certified Public Accountants.
287 Attachment 2 – Non Functional Requirements DAT.01.08 Please provide the TCRS's data governance policies and practices that the Bidder must align with as noted in the following: The Bidder shall establish clear data governance policies and procedures for changing the database structure, reference data, and other data objects that aligns with TCRSs' data governance policies and practices.	TCRS is in process of updating the data governance policies and supporting procedures. We are interested in understanding the respondents' approach to data governance to determine if their approach is comprehensive follow industry standards.
288 Attachment 2 – Non Functional Requirements DAT.01.09 Please share your vision of the expected integration points including sources, systems and formats that will be required as noted in the following: The system will provide Data Integration and Interoperability capabilities: •The system will facilitate the integration of data from various sources, systems, and formats.	TCRS expects the PAS to accept data in various sources and formats from employers reporting salary and service, information from third parties such as death notifications as an example.
289 Attachment 2 – Non Functional Requirements DAT.01.09 Please provide your vision of the quantity and type of the "different application and platforms" that will be required as noted in the following: The system will provide Data Integration and Interoperability capabilities: • It will support data transformation, data mapping, and data exchange between different applications and platforms .	A fully functional and documented API is required for the system. This will allow the State's development team to develop components that are required, legislatively or otherwise, but cannot be built into the core by the Respondent. Additionally, the State would need to be able to connect their data warehouse to the PAS system.
290 Attachment 2 – Non Functional Requirements DAT.01.09 Please provide the "data interoperability and data exchange standards" that will be required for compliance with the following requirement: The system will provide Data Integration and Interoperability capabilities: •The system will provide mechanisms for data interoperability and data exchange standards compliance.	See response to Question 289 above.
291 Attachment 2 – Non Functional Requirements D.01.05 Please provide your vision and elaborate on the types of regulatory reporting, lineage and governance	See response at Question 286 above.

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documentation, compliance audits and the evidence needed for the following: The Bidder shall: • Provide data management regulatory reporting and compliance management. • Provide tools to enable generation of data lineage documentation and data governance documentation. • Support compliance audits • Provide evidence of regulatory compliance	
292 Attachment 2 – Non Functional Requirements D.01.12 As many of the following requirements are typically part of a data cleansing project, please share your vision and clarify the difference in the Bidder responsibilities and the separate Data Cleansing Vendor responsibilities for following requirements: The Bidder will provide Data Quality Management capabilities: • The Bidder shall perform data profiling, data cleansing, and data validation to ensure data accuracy, completeness , and consistency. • The Bidder shall provide tools for data quality assessment, monitoring, and reporting to track and improve data quality overt time. • The Bidder shall establish and enforce data quality rules and metrics.	See response to Question 254 above.
293 Attachment 2 – Non Functional Requirements DAT.01.12 Please share your vision of TCRS's role in the data cleansing activities.	The State will be very involved with the Data Cleansing vendor in the data cleansing process. This requirement is forward looking and requires the Respondent to ensure accuracy, completeness and consistency, while continuing to improve data quality over time.
294 Attachment 2 – Non Functional Requirements DAT.01.13 Please share your expectation of the relevant regulations and standards that would apply for the following: • The Bidder will comply with relevant data privacy regulations and standards , providing features for data masking, anonymization, or consent management.	See response to Question 298 above.
295 Attachment 2 – Non Functional Requirements DAT.01.14 Provide clarify your vision / expectations for the Data Strategy and Planning activities as they relate to the PAS project:	See response to Question 287 above.

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The Bidder will provide Data Strategy and Planning capabilities: • The Bidder will facilitate the development and implementation of data strategies and roadmaps. • The Bidder will support the alignment of data management initiatives with business goals and objectives. • The Bidder will provide capabilities for defining data standards, data policies, and data management plans in alignment with TCRS data management policies and practices.	
296 Attachment 2 – Non Functional Requirements DAT.03.17 Please share your expectation for how the data error rates would be measured as noted in the following: The system will ensure a maximum data error rate of 0.5% for all data processing and reporting functionalities.	As of this time, error rates would be checked via internal audits, validation checks after software changes, as well as part of standard operations. This may evolve over time as we aim to build a rule engine that validates retirement calculations
297 Attachment 2 – Non Functional Requirements DAT.04.03 As this requirement contains tasks typically performed by the data cleansing vendor, please share your vision of the Bidder responsibilities vs the Data Cleansing Vendor responsibilities for this requirement.	See response to Question 254 above.
298 Attachment 2 – Non Functional Requirements DAT.04.06 Please clarify your expectations regarding what should be considered "relevant" in regard to the compliance standards noted in (b) of the following requirement: The system shall provide data security and privacy: a. The system should prioritize data security during the migration process, ensuring the protection of sensitive and confidential data. b. It should comply with relevant data privacy regulations and standards, including encryption, data masking, or anonymization techniques.	Database fields containing sensitive information such as PII, confidential data, or banking information, should be encrypted at the field level. Displays screens should display the necessary information for conducting business, while masking fields containing sensitive information such as PII, confidential data, or banking information. Datasets used for any reason other than production use should be anonymization to protect sensitive data points.
299 RFP and Attachment 2 Non Functional Requirements Availability Please clarify the required uptime/availability standard for the requirements noted below: The RFP, page 80, #5 states "in accordance with the Uptime SLA of 99.9% of the time 24 hours/day, seven days per week, except for planned maintenance that is communicated to the State at least 48 hours in advance of System downtime as provided in Section A.23 below."	See response to Question 15 above.

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The RFP, page 81, A.12.a.12 states "(12) The System must be available for data access and retrieval 99.9% of the time." Attachment 2 – DAT.03.21 – The system will be available for data access and retrieval 99.9% of the time. Attachment 2 – Platform and Service Management Requirements – Overview – states "Key metrics like 99.999% uptime" Attachment 2 – System Architecture Requirements – Overview – states "The PAS must deliver 99.99% uptime"	
300 Attachment 2 – Non Functional Requirements Page 7, SYS.0121 Provide the list of the software applications and tools, including versions for each, that are available and should be considered by the Bidder for re-use and integration as noted in the following requirements. The system will at a minimum: • Integrate with existing software applications and tools (e.g., have the ability to consume/ provide APIs in real-time and through batch jobs). • Re-use existing software applications and tools where applicable. • Provide the capability to deploy new modules and/ or additional enhanced functionality.	Clarification: A fully functional and documented API is required for the real-time system. This will allow the State's development team to develop components that are required, legislatively or otherwise, but cannot be built into the core by the Respondent.
301 Attachment 2 – Non Functional Requirements SYS.03.08 Please clarify what is meant by "organizational systems" in the following requirement: Develop and implement plans of action designed to correct deficiencies and reduce or eliminate vulnerabilities in organizational systems .	Organizational systems refer to the PAS and any other associated product to administer the plan.
302 Attachment 2 – Non Functional Requirements DAT.03.18 and SYS.07.03 Please clarify your response time expectations for complex queries for the following requirements: SYS.07.03 requires the following: "The system will provide a maximum response time for query and update functions for 98% of covered transactions within 2 seconds. The intervals measured shall be every 60 minutes during guaranteed periods." DAT.03.18 requires the following: "The system performs data requests within 2 seconds for standard operations and within 5 seconds for complex queries."	We expect complex queries to be a very small portion of the queries run in the course of normal operation. As such, we expect these standard operations to have a response time within 2 seconds, and that of 5 seconds for complex queries related to benefit calculation.

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303 Attachment 2 – Non Functional Requirements INT.01.13 What is the approximate timeframe from initiation to completion of an Information Sharing Agreement as noted in this requirement? Please provide the number of Information Sharing Agreements that are not in place today and would be required before interface development could begin.	See response to Questions 62 and 63 above. The timeframe will be agreed upon between all parties. Current interfaces are already covered by agreement.
304 Attachment 2 – Non Functional Requirements INT.05.15 Please elaborate on your expectations for this requirement.	The system must be configurable to restrict the execution of batch processes during designated hours to avoid interference with peak operational activity. This control should be detailed enough to specify off-limit periods, ensuring that the performance during business-critical times is not compromised.
305 Attachment 2 – Non Functional Requirements ECM.03.32 Please confirm the assessment and possible replacement of the TCRS existing scanners is in scope for this project.	Confirmed.
306 Attachment 2 – Non Functional Requirements ECM.03.32 Please elaborate on the issues or concerns with the existing scanner.	No known issues or concerns with the existing scanners, but if recommend changes, the scanners must meet this requirement.
307 Attachment 2 – Non Functional Requirements ECM.05.15 Confirm the languages required to comply with this requirement are English and Spanish only.	English and Spanish are the primary languages but see response to Question 18 above.
308 Attachment 2 – Non Functional Requirements ECM.05.20 Confirm the languages required to comply with this requirement are English and Spanish only.	See response to Question 307 above.
309 Attachment 2 – Non Functional Requirements Glossary The term "federal records" appears several times in the Glossary for this Attachment. Please clarify what part of the processes, transactions or data included in the scope of this project should be treated as a federal records.	TCRS is indicating the term being defined in the glossary meets the definition of a federal record, we are using the same definition for purposes of the RFP.
310 Attachment 2 – Non Functional Requirements UX.01.14 Is the use of Google Analytics required or will TCRS consider the use of other tools?	TCRS would be open to other comparable tools.

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311 Attachment 2 – Non Functional Requirements UX.03.15 We request "as of the effective date of the contract" be added to the end of this requirement as noted below: "The Bidder shall test mobile Apps on the supported mobile device, google and apple, for the top 2 most used resolutions as defined in screen-resolution-stats as of the effective date of the contract."	No, the solution should not be limited to specific screen resolutions.
312 Attachment 2 – Non Functional Requirements UX.04.01 What is the expected behavior when an email communication is received in the Pension Administration System?	The PAS should be able to identify data in the email that would associate it with a member or employer and/or be able to capture the contents of the email in the ECM or journal.
313 Attachment 2 – Non Functional Requirements ECM.01.05 Does TCRS have a third-party CCM solution in place for which they wish to integrate? If so, please elaborate on the desired use case for how the CCM integration relates to ECM.	TCRS does not have a third-party CCM solution currently.
314 Attachment 2 – Non Functional Requirements ECM.01.06 Please elaborate on the desired 'Content Authoring' as it relates to ECM.	TCRS has not desired/preferred content authoring solution.
315 Attachment 2 – Non Functional Requirements ECM.02.02 Is TCRS looking for Page level document classification at Imaging level or within the PAS?	Imaging level.
316 Attachment 2 – Non Functional Requirements ECM.02.05 ECM.02.19 What could be the volume of documents related to Audio and Voice transcriptions?	TCRS does not currently have a CRM or ability to save audio files in the system and therefore cannot provide a volume.
317 Attachment 2 – Non Functional Requirements ECM.02.13 Please provide all mime type formats relating to this requirement.	MIME types include but are not limited to the following: Application/pdf Application/rtf Text/plain Text/json Text/html Text/csv

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318 Attachment 2 – Non Functional Requirements ECM.02.16 Can TCRS share the detailed use case relating to this requirement?	ECM.02.16 Store, retrieve, and view social media content (e.g., blogs) We expect the ECM system to be capable of storing, retrieving, and viewing social media content, such as blogs. This is aimed at broadening the types of content that can be managed within the ECM system, ensuring that it can accommodate a variety of digital content formats.
319 Attachment 2 – Non Functional Requirements ECM.02.28 Templates are generally defined as part of communication generation, whereas ECM is responsible for storing the final communication as it was generated. Please elaborate on your expectation of how communication templates relate to ECM.	The ECM system should have the ability to reliably retain the history of each communication channel. Also, the communication history should be easily accessible to staff who interact with members and perform daily work activities that require a substantive review of information communicated.
320 Attachment 2 – Non Functional Requirements ECM.05.18 Please clarify your expectations and if possible provide an example for the type of integration / functionality you're seeking in this requirement.	TCRS expects the system to integrate with widely-used content authoring tools, specifically Microsoft Word or Google Docs. This integration should facilitate a smooth transition from content creation to storage, allowing users to directly save and manage documents within the ECM system without interrupting their workflow.
321 Attachment 2 – Non Functional Requirements SYS.01.02 and SYS.01.03 Please confirm SYS.01.03 and SYS.01.02 are duplicate requirements.	Yes, they are duplicates.
322 Attachment 3 – Cybersecurity Requirements C.01.20 – Simultaneous Logins What is the Flexibility Rating for this requirement?	Rating: 2 (Desired)
323 Where should we provide any assumptions or exceptions that were considered in the development of the proposal?	As provided in Section 3.1.2.1., "(a) Respondent must only record the proposed cost exactly as required by the RFP Attachment 6.3., Cost Proposal & Scoring Guide and must NOT record any other rates, amounts, or information. **NOTE: If a Respondent fails to submit a cost proposal exactly as required, the State may deem the response to be non-responsive and reject it.** See also responses to Questions 8 and 70 above.
324 How many people, both internal and external to TCRS, will require training?	There are approximately 100 TCRS, Financial Empowerment and other Treasury users requiring

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	training. TCRS will train external users such as employer but will collaborate with the vendor on appropriate training materials and plans.
325 What are the sources, volumes, types and format(s) of the data and images to be converted to the new PAS?	There are approximately 11 million images in our current ECM. As for types and formats, see response to Question 43 above.
326 Please provide the list of deliverables and information about TCRS data that will be available to the Bidder as a result of the separate Data Cleansing Project referenced in this RFP.	See response to Question 254 above.
327 Is it expected that any additional initiatives/projects beyond the PAS system implementation itself (example an MIP system assessment) will occur simultaneously and also be completed within the same 42-60 month timeframe as the PAS implementation?	Data cleansing project will occur simultaneously and must be completed within the same timeframe as the PAS implementation. TCRS is not aware of any other initiatives/projects.

3. **Delete Section D.6. 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.6.   <u>Termination for Cause.</u> If either party fails to properly perform its obligations under this Contract in a timely or proper manner, or if either party violates any terms of this Contract, the aggrieved party shall have the right to terminate the Contract.

        a.   The aggrieved party will provide notification of termination for cause in writing. This notice will: (1) specify in reasonable detail the nature of the breach; (2) provide the other party with a reasonable opportunity to cure, which must be requested in writing no less than ten (10) days from the date of receipt of the Termination Notice; and (3) shall specify the effective date of termination in the event the breaching party fails to correct the breach. The Contractor must present the State with a written request detailing the efforts it will take to resolve the problem and the time period for such resolution. This opportunity to "cure" shall not apply to circumstances in which the Contractor intentionally withholds its services or otherwise refuses to perform. The State will not consider a request to cure contract performance where there have been repeated problems with respect to identical or similar issues, or if a cure period would cause a delay that would impair the effectiveness of State operations. In circumstances where an opportunity to cure is not available, termination will be effective immediately.

        b.   Should the State exercise this provision, the State shall have the right to withhold payments in excess of fair compensation for completed services. Notwithstanding the above, neither party shall be relieved of liability to the other for damages sustained by virtue of any breach of this Contract.

4. **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.   <u>Hold Harmless.</u> 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.

5. **Delete Section D.32. 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.32.   <u>Insurance</u>. Contractor shall maintain insurance coverage as specified in this Section. The State reserves the right to amend or require additional insurance coverage, coverage amounts, and endorsements required under this Contract. Contractor's failure to maintain or submit evidence of insurance coverage, as required, is a material breach of this Contract. If Contractor loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term, Contractor shall immediately notify the State. All insurance companies providing coverage must be: (a) acceptable to the State; (b) authorized by the Tennessee Department of Commerce and Insurance ("TDCI"); and (c) rated A- / VII or better by A.M. Best. All coverage must be on a primary basis and noncontributory with any other insurance or self-insurance carried by the State. Contractor agrees to ~~name~~ ==include== the State as an additional insured on any insurance policy with the exception of workers' compensation (employer liability), ~~and~~ professional liability (errors and omissions)==, or crime== insurance. All policies==, except cyber==, must contain an endorsement ==or policy wording== for a waiver of subrogation in favor of the State. ==However, the State shall be named a loss payee on the Contractor's crime policy.== Any deductible or self insured retention ("SIR") over fifty thousand dollars ($50,000) must be ==disclosed to== ~~approved by~~ the State. The deductible or SIR and any premiums are the Contractor's sole responsibility. The Contractor agrees that the insurance requirements specified in this Section do not reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements.

To achieve the required coverage amounts, a combination of an otherwise deficient specific policy and an umbrella policy with an aggregate meeting or exceeding the required coverage amounts is acceptable. For example: If the required policy limit under this Contract is for two million dollars ($2,000,000) in coverage, acceptable coverage would include a specific policy covering one million dollars ($1,000,000) combined with an umbrella policy for an additional one million dollars ($1,000,000). If the deficient underlying policy is for a coverage area without aggregate limits (generally Automobile Liability and Employers' Liability Accident), Contractor shall ==advise the State and allow the State to view== ~~provide~~ a copy of the umbrella insurance policy documents to ensure that no aggregate limit applies to the umbrella policy for that coverage area. In the event that an umbrella policy is being provided to achieve any required coverage amounts, the umbrella policy shall be accompanied by an endorsement at least as broad as the Insurance Services Office, Inc. (also known as "ISO") "Noncontributory—Other Insurance Condition" endorsement or shall be written on a policy form that addresses both the primary and noncontributory basis of the umbrella policy if the State is otherwise named as an additional insured.

Contractor shall provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified in this Section. The COI must be on a form approved by the TDCI (standard ACORD form preferred). The COI must list each insurer's National Association of Insurance Commissioners (NAIC) number and be signed by an authorized representative of the insurer. The COI must list the State of Tennessee – CPO Risk Manager, 312 Rosa L. Parks Ave., 3rd floor Central Procurement Office, Nashville, TN 37243 as the certificate holder. Contractor shall provide the COI ten (10) business days prior to the Effective Date

and shall endeavor to provide it again ~~thirty (30) calendar days~~ on ~~before~~ the date of renewal or replacement of coverage, but no later than seven (7) business days after the renewal or replacement of coverage; provided, however, in cases where professional lines are purchased in layers, it shall be provided by no later than fourteen (14) calendar days after the renewal or replacement of coverage if the Contractor provides to the State a renewal confirmation from the Contractor's insurance broker on the effective date of the new policies. Contractor shall provide the State evidence that all subcontractors maintain the required insurance or that subcontractors are included under the Contractor's policy. At any time, the State may require Contractor to provide a valid COI. The Parties agree that failure to provide evidence of insurance coverage as required is a material breach of this Contract. If Contractor self-insures, then a COI will not be required to prove coverage. Instead Contractor shall provide a certificate of self-insurance or a letter, on Contractor's letterhead, detailing its coverage, policy amounts, and proof of funds to reasonably cover such expenses. ~~The State reserves the right to require~~ The Contractor shall permit the State to review complete copies of all required insurance policies, including endorsements required by these specifications, at any time.

The State agrees that it shall give written notice to the Contractor as soon as practicable after the State becomes aware of any claim asserted or made against the State, but in no event later than thirty (30) calendar days after the State becomes aware of such claim. 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 or its insurer, 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.

The insurance obligations under this Contract shall be: (1)—all the insurance coverage and policy limits carried by the Contractor; or (2)—the minimum insurance coverage requirements and policy limits shown in this Contract; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and minimum required policy limits, which are applicable to a given loss, shall be available to the State. No representation is made that the minimum insurance requirements of the Contract are sufficient to cover the obligations of the Contractor arising under this Contract. The Contractor shall obtain and maintain, at a minimum, the following insurance coverages and policy limits.

a. Commercial General Liability ("CGL") Insurance

1) The Contractor shall maintain CGL, which shall be written on an ISO Form CG 00 01 occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises and operations products and completed operations, bodily injury, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
The Contractor shall maintain single limits not less than one million dollars ($1,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this policy or location of occurrence or the general aggregate limit shall be twice the required occurrence limit.

b. Workers' Compensation and Employer Liability Insurance

1) For Contractors statutorily required to carry workers' compensation and employer liability insurance, the Contractor shall maintain:

      i.   Workers' compensation in an amount not less than one million dollars ($1,000,000) including employer liability of one million dollars ($1,000,000) per accident for bodily injury by accident, one million dollars ($1,000,000) policy limit by disease, and one million dollars ($1,000,000) per employee for bodily injury by disease.

2) If the Contractor certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Contractor shall furnish written proof of such exemption for one or more of the following reasons:

      i.   The Contractor employs fewer than five (5) employees;

      ii.   The Contractor is a sole proprietor;

      iii.   The Contractor is in the construction business or trades with no employees;

      iv.   The Contractor is in the coal mining industry with no employees;

      v.   The Contractor is a state or local government; or

      vi.   The Contractor self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

c. Automobile Liability Insurance

1) The Contractor shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles).

2) The Contractor shall maintain bodily injury/property damage with a limit not less than one million dollars ($1,000,000) per occurrence or combined single limit.

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 ten million dollars ($10,000,000) per occurrence or claim and ten million dollars ($10,000,000) 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, *unauthorized disclosure, alteration, corruption, destruction, or deletion of information stored or processed on a computer system, the failure to prevent the transmission of malicious code or malware (intentional or unintentional), ransomware, data breach response, including remediation expenses,* 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, *loss of data,* 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 ten million dollars ($10,000,000) 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.

e. Crime Insurance

1) The Contractor shall maintain crime insurance, which shall be written on a "loss sustained form" or "loss discovered form" providing coverage for third party fidelity, including cyber theft and extortion. The policy must allow for reporting of circumstances or incidents that may give rise to future claims, include an extended reporting period of no less than two (2) years with respect to events which occurred but were not reported during the term of the policy, and not contain a condition requiring an arrest or conviction.

2) Any crime insurance policy shall have a limit not less than one million dollars ($1,000,000) per claim and one million dollars ($1,000,000) in the aggregate. Any crime insurance policy shall contain a Social Engineering Fraud Endorsement with a limit of not less than two hundred and fifty thousand dollars ($250,000). This insurance may be written on a claims-made basis, but in the event that coverage is cancelled or non-renewed, the Contractor shall purchase an extended reporting or "tail coverage" of at least two (2) years after the Term.

6. Delete Section A.7. 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.7. <u>Change Orders.</u>

a. <u>Scope.</u> The State may, at its sole discretion and with written notice to the Contractor, request changes to the System without a formal amendment to this Contract through a Change Order. Change Order requests may include changes as are required in order to conform to State or federal regulations, rules, statutes and court interpretations thereof involving TCRS, or such changes as are necessary due to State personnel changes (e.g., new State Treasurer or TCRS Director name on forms and correspondence). Other changes might involve System customization for State specific tasks, or development of custom System reports that the State is unable to develop from the "Business Intelligence Platform", modifying System functions and workflow that require custom code, changing benefit payment formats, updating outgoing letters, annual member statements, and or updating data file formats. All such changes and enhancements, once made, shall be considered part of the System, thereby entitling the State to the maintenance and support services described in Section A.23 below with respect to such changes and enhancements.

It is expressly understood and agreed that regular System updates and changes, and routine enhancements of the System and Services, will not require a change order, and the cost of which is included in the applicable Licensing Services fee set forth in Section C.b.1. It is also expressly understood and agreed that the Contractor shall not be eligible for remuneration through the Change Order process for items covered under the System Warranty in Section A.19., for items covered under Maintenance and Support in Section A.23. or for items covered under the Licensing Services in Section A.22.

a. <u>Change Order Creation.</u> After receipt of a written request for additional services from the State, the Contractor shall respond to the State, within a maximum of ten (10) business days, with a written proposal for completing the service. The Contractor's proposal must specify:

(1) the effect, if any, of implementing the requested change(s) on all other services required under this Contract;

(2) the specific effort involved in completing the change(s);

(3)		the expected schedule for completing the change(s) and delivery date;
(4)		the maximum number of person hours required for the change(s); and
(5)		the maximum cost for the change(s)— this maximum cost shall in no instance exceed the product of the person hours required multiplied by the appropriate payment rate proposed for such work.

The Change Order may include a flat fee for the proposed work. This flat fee shall in no instance exceed the product of the estimated person hours required multiplied by the appropriate payment rate proposed for such work. In the event the Parties agree to a flat fee for the work, the Contractor shall not be paid the hourly rate set forth in this Contract and instead the flat fee shall constitute payment in full for the work. The Contractor shall not perform any additional service until the State has approved the proposal. If approved, the State will sign the proposal, and it shall constitute a Change Order between the Parties pertaining to the specified change(s) and shall be incorporated, hereby, as a part of this Contract.

c. <u>Change Order Performance.</u> Subsequent to creation of a Change Order, the Contractor shall complete the required services in a test environment, perform all applicable testing, provide test results to the State as requested.

d. <u>Change Order Acceptance.</u> The State will determine if UAT testing is desired, execute all UAT testing if applicable and be the sole judge of the acceptable completion of work, and, upon such determination, shall provide the Contractor written approval. Said acceptance, testing if applicable and approval shall not be unreasonably withheld or delayed.

e. <u>Change Order Remuneration.</u> The State will remunerate the Contractor only for acceptable work. All acceptable work performed pursuant to an approved Change Order, without a formal amendment of this Contract, shall be remunerated in accordance with and further limited by Contract Section C.3.c. In no instance shall the State be liable to the Contractor for any amount exceeding the maximum cost specified by the Change Order authorizing the services. Upon State approval of the work, the Contractor shall invoice the State in accordance with the relevant provisions of this Contract. If the Contractor does not deliver the service by the delivery date on the Change Order and the delay (i) is not the result of the State's failure to provide the Contractor with reasonable access to information or staff as shall be necessary to provide the service or (ii) is not the result of changes to the Change Order requested by the State or (iii) is a result of a Force Majeure Event as defined in Section D.24 below, the cost indicated on the Change Order will be reduced by fifteen percent (15%) for each seven (7) calendar day period that the delivery is delayed. To prevent such reduction, the Contractor shall promptly inform the State in writing of the specific delay which is preventing performance so that the State can act on such. The Contractor's time in which to provide the service shall be extended an equal number of days corresponding to the delay. However, the Contractor shall not be entitled to the extension unless the Contractor informed the State in writing of the specific delay as provided in this section. The State will be the sole judge of whether the delay was the result of the State's failure to provide the Contractor with reasonable access to information or staff as was necessary to provide the service, or whether the delay was the result of changes to the Change Order requested by the State.

7. **Delete Section A.5.b.(12)ii. 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):**

ii. (x) the State's failure to provide the Contractor with reasonable access to (x) information as shall be necessary to meet the project milestone or (y) the State's failure to provide the Contractor with reasonable access to State staff as shall be necessary to meet the project milestone, or (z) the State requesting a Change Order pursuant to Section A.7 that impacts

the Contractor's ability to meet the project milestone; provided the Contractor shall promptly inform the State in writing of the specific information or State staff needed which is preventing performance so that the State can act on such, or in the event of a Change Order that is preventing performance, the Contractor having advised the State pursuant to Section A.7.b.(1), that implementing the requested Change Order would prevent the Contractor from completing the project milestone within the timeline provided in this Section. The Contractor's time in which to implement the Solution shall be extended an equal number of days corresponding to the delay caused by the State. However, the Contractor shall not be entitled to the extension unless the Contractor informed the State in writing of the specific delay as provided in this Section.

8. **Delete Section A.12.d 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. No Limit of Liability. The above performance standards do not eliminate the Contractor's obligation to comply with all other terms and conditions of this Contract and shall not be construed to limit the liability of the Contractor for damages sustained by the State by virtue of any breach of this Contract by the Contractor nor shall they be construed to limit any other remedies available to the State in equity, at law or otherwise. Provided, however, any reduction in compensation made pursuant to this Section shall be taken into account for the purposes of Section D.18 of this Contract.

9. **Delete Section E.4.a.(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 must annually perform Penetration Tests and Vulnerability Assessments against its Processing Environment. "Processing Environment" shall mean the combination of software and hardware on which the Application runs. "Application" shall mean the computer code that supports and accomplishes the State's requirements as set forth in this Contract. "Penetration Tests" shall be in the form of attacks on the Contractor's computer system, with the purpose of discovering security weaknesses which have the potential to gain access to the Processing Environment's features and data. The "Vulnerability Assessment" shall be designed and executed to define, identify, and classify the security holes (vulnerabilities) in the Processing Environment. Upon reasonable prior notice by the State, the ~~The~~Contractor shall allow the State, at its option, to perform Penetration Tests and Vulnerability Assessments on the Processing Environment.

10. **Delete Section D.10.c 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):

    c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable prior notice by the State.

11. **Delete Section D.11 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.11. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable prior notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

12. Delete Section D.18 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.18.   Limitation of Contractor's Liability. In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to ==one and one-half (1 ½)== ~~two (2)~~ times the Maximum Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for: (i) intellectual property or any Contractor indemnity obligations for infringement for third-party intellectual property rights; (ii) any claims covered by any specific provision in the Contract providing for liquidated damages; or (iii) any claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death. For clarity, except as otherwise expressly set forth in this Section, Contractor's indemnification obligations and other remedies available under this Contract are subject to the limitations on liability set forth in this Section.

13. Delete Section A.9 of the *Pro Forma* Contract (RFP Attachment 6.6) in its entirety (==any sentence or paragraph containing revised or new text is highlighted==**):**

A.9.   ==[INTENTIONALLY OMITTED]==~~Correction of Deficiencies. Any corrections of deficiencies relating to the Contract Scope of Services requirements or deliverables and any investigation necessary to determine the source of such deficiencies shall be completed by the Contractor at no cost to the State.~~

14. Delete Section A.14 of the *Pro Forma* Contract (RFP Attachment 6.6) in its entirety (==any sentence or paragraph containing revised or new text is highlighted==**):**

A.14.   Data Ownership; State Data; and Storage. The State is the exclusive owner of all of the State Data, information, documents or records transmitted to the Contractor pursuant to the terms of this Contract. The Contractor shall not change, alter, delete, manipulate or destroy the State Data, information, documents or records without the express written consent of the State or as otherwise provided in this Contract. Additionally, the Contractor shall not transmit, transfer, send, submit, sell, disclose, assign or lease the State Data, information, documents or records to any other individual or entity without the express written consent of the State. Further, the Contractor shall not use State Data to train an AI model or to otherwise enter State Data into an AI tool without explicit written consent of the State. At any time during the Contract Term or upon the expiration or termination of this Contract, the State may request that the Contractor send the State Data, information, documents, and records back to the State in the same form or format in which it was transmitted to the Contractor. The Contractor shall not retain a copy of the State Data, information, documents, and records once they are transmitted by the Contractor to the State. For purposes of this Contract, "State Data" means all data or information pertaining to the State, its business, and individual TCRS members and their respective beneficiaries that is acquired or created by the Contractor or acquired or created by a subcontractor of the Contractor in the furtherance of this Contract, including, but not limited to, Confidential Information (as defined in Section D.34 below), PII (as defined in Section E.7 below), and Confidential State Data (as defined in Section E.4 below). The Contractor and the State will agree on the secure method of transmission and maintenance of State Data which will be encrypted at the file level while in flight from the State to the Contractor, in flight from the Contractor back to the State, and at rest while being maintained by the Contractor. If the State Data is retained on a file transfer platform, the Contractor shall ensure that State Data shall not be retained on such system for any longer than is needed, and in any case, for no more than twenty-four (24) hours after transmission to the Contractor or to a subcontractor of the Contractor.

==As an instrumentality of the Tennessee Government, the State may be required to disclose certain information pursuant to Tennessee Code Annotated Section 10-7-503 *et seq.* ("Tennessee Public Records Law") if no exemption from disclosure is available. The State agrees that if it is requested pursuant to, or is required by, applicable law or regulation or by legal process to disclose intellectual property or trade secrets of the Contractor, the State shall notify==

the Contractor in advance of such disclosure and provide the Contractor with copies of the request, demand, subpoena or order so that it may seek an appropriate protective order. If no such order is obtained within seven (7) business days, the State may, without liability hereunder, disclose that portion of the requested information that the State's legal counsel advises that it is legally required to disclose.

15. **Delete Item A.6 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):**

| | A.6. | Provide a statement that the Respondent has completed three implementations of integrated pension administration software solutions in the public sector for a government entity or company that administers retirement benefits including a Defined Benefit (DB) plan, and/or Defined Contribution (DC) plans or hybrid plan with all the following specifications:

1) $10,000,000,000 (billion) or more in total managed assets
    a. Directly responsible for funding determination calculations, receivables, reconciliation, and external reporting.
2) $100,000,000 (million) or more in gross annual benefit payments
    a. Directly responsible for managing payroll functions including withholdings, banking transactions and regulatory reporting such as IRS.
3) Total of at least 100,000 members.
4) The implementations are no older than ~~five~~ six years.
5) Two of the implementations were for United States public pension clients. | |

16. **Delete Question C.17 of RFP Attachment 6.2. — SECTION C, Technical Qualifications, Experience & Approach Items, in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):**

| | C.17. | As provided in RFP Section 1.1.1 and Section A.5.b(12) of the *Pro Forma* Contract (RFP Attachment 6.6), the timeline for implementing the System into TCRS's environment shall not exceed ~~be 42 to~~ 60 months from project initiation ("kick-off") to project completion (system "go-live") unless the successful Respondent provides the State with adequate documentation showing that the timeline cannot be met due to one of the causes specified in Section A.5.b(12) of the *Pro Forma* Contract (RFP Attachment 6.6) and the Contractor otherwise complies with the provisions of Section A.5.b(12) of the *Pro Forma* Contract.

Specify in the first column of the chart below each project milestone you identified in Item C.16 of this RFP Attachment 6.2 above. In the second column, specify the length of time it will take to complete that milestone. The length of time could be measured by completing the specific milestone within a certain number of calendar days or calendar months from project kick-off or by completing the specific milestone within a certain number of calendar days or calendar months after completion of the immediately preceding milestone. If needed for more milestones, insert additional rows below.

Next, specify in the third column of the chart below the percentage of the total fee due for the System Implementation and Pre-Implementation Training Services that is to be paid for | |

each completed project milestone (**this must to be expressed as a percentage** of the total fee for the System Implementation and Pre-Implementation Training Services described in Section A of the *Pro Forma* Contract (RFP Attachment 6.6) and that is to be inserted in Item 3, System Implementation and Pre-Implementation Training Services, of the Cost Proposal & Scoring Guide RFP Attachment 6.3). **NOTE: DO NOT INCLUDE ANY DOLLAR AMOUNTS IN YOUR RESPONSE TO THIS QUESTION OR IN ANY OTHER RESPONSES IN YOUR TECHNICAL PROPOSAL.** To ensure timely implementation of the System, an amount equal to 10% of the respective milestone payment will be withheld by the State until the conclusion of the Warranty Period described in Section A.19 of the *Pro Forma* Contract (RFP Attachment 6.6).

Milestone	Length of Time to Complete Milestone (Include whether the length of time is measured from project kick-off or from completion of the immediately preceding milestone)	% of Total Fee for System Implementation and Pre-Implementation Training Cost To be Paid for the Milestone Completion
		---------------%
		---------------%
		---------------%
		---------------%
		---------------%
		---------------%
		---------------%
		---------------%
		---------------%
		---------------%
		---------------%
		---------------%

17. Delete Section A.6 of the *Pro Forma* Contract (RFP Attachment 6.6) in its entirety (==any sentence or paragraph containing revised or new text is highlighted==):

A.6.   Overall Software Requirements.

(1)   In General. The Contractor shall be responsible for procuring on the State's behalf all third-party software, updates and security patches within the Solution and at no additional cost to the State. The Contractor's solution must include NO software or hardware locks, traps, dongle keys, or similar security measures that would in any way deny TCRS full and complete access.   The Contractor's solution must not rely on a "license server" to control licensing or to limit the number of simultaneous users.

Licenses, installation disks, training materials, and all other permissions and tools needed to maintain and operate software used for the creation, modification, or management of the ARIS application and/or the ARIS project must be delivered to the State for the State's use by no later than the end of the one-year Warranty Period as described in Section A.19 below at no additional cost to the State.

(2)   Source Code Delivery. The source code for any software (be it the customized line-of-business application, middleware, a code generator, a specialized I/O routine, or any similar or related item) which is developed by the Contractor or an affiliate company or a sub-contractor and used in the new System must be delivered to TCRS. The Contractor agrees to deliver application source code with the delivery of each functional rollout phase during the project. TCRS' acceptance of a phase will be contingent upon this requirement being met. In addition, once the first functional rollout phase has been delivered, source code updates must be delivered ~~no less frequently than quarterly as and when the same are available~~. Source code for linkages to/from the System is similarly to be provided. It is to be updated and delivered to TCRS throughout the duration of the project.

~~In addition, the source code for any third-party software that is delivered and/or licensed to TCRS as part of the Solution must may be escrowed on TCRS' behalf if, at the time of Project Completion, that software product has ever previously been escrowed for the benefit of any other client of the third-party provider subject to such terms being agreed to by the concerned third-party software provider. In such event, the Contractor must ensure, at its expense, that the then-current software product source code listing and related documentation are placed in the possession of a reputable escrow agent under an agreement providing for the distribution of a copy of the product source code and related documentation to TCRS for TCRS' own use upon the third party's (i) voluntary bankruptcy, liquidation, or similar proceedings or (ii) failure or inability to provide maintenance support for the product. Simultaneously with the execution of this Contract, the Contractor shall notify TCRS in writing of the name of the escrow agent and the location of the source code listing and related documentation. The Contractor shall ensure, at its own expense, that the source code listing and related documentation held by the escrow agent are updated annually to reflect the then-current release of the product. The escrow agent and the location of the source code listing may be changed by notifying TCRS in writing at least thirty (30) calendar days in advance of the change. The State does not intend that the Contractor escrow thirty-party commodity software that is widely available, such as Microsoft Office Suite.~~

(3)   Source Code Escrow. As provided in Sections A.5.b(25) and A.8 of this Contract, the State shall have an option to replace any hosting services provided by the Contractor with a self-hosted version of the software and self-hosted maintenance and support services, under which the State would take responsibility for hosting and operation of its Solution. If the State exercises this option, the Contractor and its subcontractors hereby grant the State a perpetual, irrevocable, non-terminable, nonexclusive license at no charge to use, demonstrate (for the State's internal business purposes and for processing information and transactions as provided in this Contract), modify and prepare derivative works based on, and reproduce the source code for custom software

and the object code for third-party software, consistent with the Contractor's rights in such software, for the purposes stated in this Contract. If the State exercises the self-hosting option, the prices reflected in this Contract for such option shall take effect.

The Contractor shall place the source code for all Work Product (as such term is defined in Section E.5. below and for which the State has paid up to the date of default or termination) and the object code for all Pre-Existing Materials (as defined below), consistent with the Contractor's license rights in such materials, into escrow to protect the State's ability to operate the Solution in the event of a Contractor default or insolvency. For purposes of this paragraph, "Pre-Existing Materials" means software and other materials developed or otherwise obtained by or for the Contractor or its affiliates independently of this Contract. Pre-Existing Materials do not constitute Work Product. If the Contractor creates derivative works of Pre-Existing Materials, the elements of such derivative works created pursuant to this Contract constitute Work Product, but other elements do not. Nothing in this clause will be construed to interfere with the Contractor's or its affiliates' ownership of Pre-Existing Materials.

(4) Escrow Release Conditions. At a minimum, the escrow agreement shall provide for the release of the Escrow Information (as defined below) from the escrow agent to the State in the event of any of the following Release Conditions: (i) the Contract is terminated as a result of the Contractor's voluntary bankruptcy, liquidation, or similar proceedings, (ii) the Contractor ceases to provide maintenance support for the Solution; (iii) the Contract is terminated as a result of the Contractor ending its business as a viable Contractor; or (iv) the Contract is terminated by the State for cause. The Contractor agrees that the escrow agreement or modification to the escrow agreement (whichever is applicable) shall provide for, in the case of the above Release Conditions, the release of the Escrow Information from the escrow agent to the State within five (5) calendar days from the date of written notification. For purposes of this paragraph, "Escrow Information" means any and all passwords, credentials and associated information necessary to access and control any and all of the operating systems, correspondence management systems, databases, software source code, and other software of the Contractor relating to the provision of the Solution.

In addition, the source code for any third-party software that is delivered and/or licensed to TCRS as part of the Solution ~~must~~ may be escrowed on TCRS' behalf ~~if, at the time of Project Completion, that software product has ever previously been escrowed for the benefit of any other client of the third-party provider~~ subject to such terms being agreed to by the concerned third-party software provider.

~~The State is agreeable to LOB source code being provided under a non-exclusive license, including appropriate intellectual property protections for the Contractor; however, the LOB source code shall be provided to the State.~~

(5) Transfer of Third-Party Software. With respect to third-party software used by the Contractor in connection with the Solution, the Contractor shall, on the request of the State, assign its licenses of such third-party software to the State, provided that: (i) the Contractor shall have the right to assign such licenses; and (ii) the State shall assume all future contractual responsibility and liability under such licenses, including payment of future license fees, maintenance fees, and other charges. In connection with any license transfer under the Contract, the Contractor shall pay any fees associated with the transfer of such license.

18. **Delete Question C.9 of RFP Attachment 6.2. — SECTION C, Technical Qualifications, Experience & Approach Items, in its entirety and insert the following in its place** (any sentence or paragraph containing revised or new text is highlighted):

	C.9.	Given the constraints and guidelines listed in the RFP and the Functional Requirements (Attachment 1), Non-Functional	

| | | Requirements (Attachment 2), and Cybersecurity Requirements (Attachment 3), the Respondent should provide a concise narrative discussing the plan for implementing the system, as well as a project schedule in ==either== Microsoft Project ==or Microsoft Excel==. Phases, tasks, subtasks, durations, resources, and milestones should be included in the document.

Note: In Item 3, System Implementation and Pre-Implementation Training Services, of the Cost Proposal & Scoring Guide RFP ATTACHMENT 6.3, provide the total cost associated with system implementation and pre-implementation training support (total cost is to include the task areas listed in this Item C.9). A RESPONDENT MUST <u>ONLY</u> RECORD THE PROPOSED COST IN ITS COST PROPOSAL, WHICH MUST BE EXACTLY AS REQUIRED BY RFP ATTACHMENT 6.3., COST PROPOSAL & SCORING GUIDE <u>AND MUST NOT RECORD ANY OTHER RATES, AMOUNTS, OR INFORMATION NOT REQUESTED IN THAT ATTACHMENT.</u>

Consistent with the provisions of Section A.5.b.(12) of the *Pro Forma* Contract (RFP Attachment 6.6), the Respondent should also discuss the overall scope of responsibility and also provide the details of the tasks that are considered in scope for the implementation. In addition, indicate, how many reports, documents (letters), forms (including e-forms) and workflows included in your fixed price. The Respondent should also include a list of the tasks that TCRS will be responsible for. **This document should be a maximum of twenty (20) pages.** The Respondent's goal should be to enable TCRS to understand and confirm the scope of the Respondent's responsibilities versus what TCRS needs to do, and to show the major tasks that are included within the scope of the Respondent's responsibilities.

TCRS will review the implementation plans for specificity, quality, and perceived risk/efficiency balance. The brevity of the response is intended to encourage the Respondent to present the essentials of their process and to avoid generic project methodology or marketing language. | |
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19. **Delete Section A.23.b.(1)II. of the *Pro Forma* Contract (RFP Attachment 6.6) in its entirety (**==any sentence or paragraph containing revised or new text is highlighted==**):**

    II.   "Scheduled Maintenance" may be performed daily Monday through Friday from 8:00 p.m. to 6:00 a.m. CST and during weekends from 8:00 p.m. Saturday through 8:00 a.m. CST Sunday. The Contractor may perform maintenance, upgrades, enhancements, etc. to the electronic platform during these periods with reasonable prior written notice to the State. ==Upon approval of the State, the maintenance period may be extended once a quarter provided the Contractor provides the State a minimum of one-week advanced prior written notice of the desired extended maintenance period.==

20. **Delete Question C.47 of RFP Attachment 6.2. — SECTION C, Technical Qualifications, Experience & Approach Items, in its entirety and insert the following in its place (**==any sentence or paragraph containing revised or new text is highlighted==**):**

	C.47.	Describe the Respondent's capabilities to deploy, configure, maintain, and support the application in the State's government cloud environment.	

		Describe the Respondent's ability to maintain a fully documented and functional application programming interface (API) that allows for in-house customization to include data query, update, insert and modify capabilities.	
		Describe the Respondent's ability to maintain a fully documented Data Dictionary and Data Flow Diagram.	
		Describe which components of the system are and are not cloud native and fully elastic so that the response can be effectively evaluated against others.	

21. Delete Question C.35 of RFP Attachment 6.2. — SECTION C, Technical Qualifications, Experience & Approach Items, in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):

System Workflow			
	C.35.	1) Provide a detailed explanation of how new workflows are created or existing workflows are modified.	
		2) Describe how the proposed solution incorporates non-TCRS user actions/tasks within a workflow, such as a member or employer performing a step within a workflow.	
		• Describe how TCRS will be able to measure workflow performance and report upon TCRS's internal service levels.	
		• Provide a sample workflow tracking and flow report and/or Dashboard.	
		• Describe the Manager/supervisor dashboard capabilities. Describe how work and work-in-process is visually represented and how user inputs can modify data displays and visuals in real-time; include a discussion of how frequent the underlying dashboard data is refreshed and how real-time alerts, notifications and messages are handled.	
		3) TCRS receives a significant amount of returned mail in various categories. Verifying address changes is the most significant. As part of this process, we send the member/retiree a letter to the new address they provided and to the prior address (on file for that member). Given the preceding sentences, describe and demonstrate how you will use the required barcode technology and specifications listed in Sections 15.09, 00.30 and 00.21 of the PAS Functional Requirements Document to process envelopes, letters, and forms returned to TCRS for recognizing the type of returned mail and updating the member's record with information specific to the type of returned item without staff intervening such as opening the envelop, scanning the document, and manually entering the information into the member record. Also, describe how the system will trigger additional automated workflows associated with the returned item.	

22. 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.