STATE OF TENNESSEE
OFFICE OF THE SECRETARY OF STATE,
TENNESSEE STATE LIBRARY AND ARCHIVES

REQUEST FOR PROPOSALS
FOR
INTEGRATED LIBRARY SYSTEM

RFP # 30504-02416

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1. INTRODUCTION

The State of Tennessee, Office of the Secretary of State, Tennessee State Library and Archives, hereinafter referred to as "the State," has issued this Request for Proposals (RFP) to define minimum contract requirements; solicit responses; detail response requirements; and, outline the State's process for evaluating responses and selecting a contractor to provide the needed goods or services.

Through this RFP, the State seeks to procure necessary goods or services at the most favorable, competitive prices and to give ALL qualified businesses, including those that are owned by minorities, women, Tennessee service-disabled veterans, and small business enterprises, an opportunity to do business with the state as contractors, subcontractors or suppliers.

1.1. Statement of Procurement Purpose

The State invites qualified Proposers to submit a proposal to deliver and implement a hosted Integrated Library System (ILS) for the Tennessee Library for the Blind and Physically Handicapped (LBPH). The system will at minimum include the following modules: circulation, online public access catalog, patron management, collection management, cataloging, reporting, and administration.

1.2. Scope of Service, Contract Period, & Required Terms and Conditions

The RFP Attachment 6.6., *Pro Forma* Contract details the State's requirements:

- Scope of Services and Deliverables (Section A);
- Contract Period (Section B);
- Payment Terms (Section C);
- Standard Terms and Conditions (Section D); and,
- Special Terms and Conditions (Section E).

The *pro forma* contract substantially represents the contract document that the successful Respondent must sign.

1.3. Nondiscrimination

No person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of a Contract pursuant to this RFP or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Contractor pursuant to this RFP shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

1.4. RFP Communications

1.4.1. The State has assigned the following RFP identification number that must be referenced in all communications regarding this RFP:

RFP # 30504-02416

1.4.2. **Unauthorized contact about this RFP with employees or officials of the State of Tennessee except as detailed below may result in disqualification from consideration under this procurement process.**

1.4.2.1. Prospective Respondents must direct communications concerning this RFP to the following person designated as the Solicitation Coordinator:

Jennifer Cowan-Henderson, Resource Sharing Administrator

Tennessee State Library and Archives
403 7th Avenue North
Nashville, TN 37243
615-741-1923
jennifer.cowan-henderson@tn.gov

1.4.2.2. Notwithstanding the foregoing, Prospective Respondents may alternatively contact:

a. staff of the Governor's Office of Diversity Business Enterprise for assistance available to minority-owned, woman-owned, Tennessee service-disabled veteran owned, and small businesses as well as general, public information relating to this RFP (visit http://www.tn.gov/generalservices/article/godbe-general-contacts for contact information); and

b. the following individual designated by the State to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and associated federal regulations:

Jennifer Garrison
Tennessee Department of State
Human Resources Director
312 Rosa L. Parks Avenue
7th Floor Snodgrass Tower
Nashville, TN 37243
Phone: 615-253-4548
Fax: 615-253-5536

1.4.3. Only the State's official, written responses and communications with Respondents are binding with regard to this RFP. Oral communications between a State official and one or more Respondents are unofficial and non-binding.

1.4.4. Potential Respondents must ensure that the State receives all written questions and comments, including questions and requests for clarification, no later than the Written Questions & Comments Deadline detailed in the RFP Section 2, Schedule of Events.

1.4.5. Respondents must assume the risk of the method of dispatching any communication or response to the State. The State assumes no responsibility for delays or delivery failures resulting from the Respondent's method of dispatch. Actual or digital "postmarking" of a communication or response to the State by a specified deadline is not a substitute for the State's actual receipt of a communication or response.

1.4.6. The State will convey all official responses and communications related to this RFP to the prospective Respondents from whom the State has received a Notice of Intent to Respond (refer to RFP Section 1.8).

1.4.7. The State reserves the right to determine, at its sole discretion, the method of conveying official, written responses and communications related to this RFP. Such written communications may be transmitted by mail, hand-delivery, facsimile, electronic mail, Internet posting, or any other means deemed reasonable by the State. For internet posting, please refer to the following website: http://tn.gov/generalservices/article/request-for-proposals-rfp-opportunities.

1.4.8. The State reserves the right to determine, at its sole discretion, the appropriateness and adequacy of responses to written comments, questions, and requests related to this RFP. The State's official, written responses will constitute an amendment of this RFP.

1.4.9. Any data or factual information provided by the State (in this RFP, an RFP amendment or any other communication relating to this RFP) is for informational purposes only. The State will make reasonable efforts to ensure the accuracy of such data or information, however it is the Respondent's obligation to independently verify any data or information provided by the State. The State expressly disclaims the accuracy or adequacy of any information or data that it provides to prospective Respondents.

1.5. **Assistance to Respondents With a Handicap or Disability**

Prospective Respondents with a handicap or disability may receive accommodation relating to the communication of this RFP and participating in the RFP process. Prospective Respondents may contact the Solicitation Coordinator to request such reasonable accommodation no later than the Disability Accommodation Request Deadline detailed in the RFP Section 2, Schedule of Events.

1.6. **Respondent Required Review & Waiver of Objections**

1.6.1. Each prospective Respondent must carefully review this RFP, including but not limited to, 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.

1.6.3. Protests based on any objection to the RFP shall be considered waived and invalid if the objection has not been brought to the attention of the State, in writing, by the Written Questions & Comments Deadline.

1.7. **Pre-Response Conference**

A Pre-response Conference will be held at the time and date detailed in the RFP Section 2, Schedule of Events. Pre-response Conference attendance is not mandatory, and prospective Respondents may be limited to a maximum number of attendees depending upon overall attendance and space limitations.

The conference will be held as a conference call. The number is:

615-253-8957

The purpose of the conference is to discuss the RFP scope of goods or services. The State will entertain questions, however prospective Respondents must understand that the State's oral response to any question at the Pre-response Conference shall be unofficial and non-binding. Prospective Respondents must submit all questions, comments, or other concerns regarding the RFP in writing prior to the Written Questions & Comments Deadline date detailed in the RFP Section 2, Schedule of Events. The State will send the official response to these questions and comments to prospective Respondents from whom the State has received a Notice of Intent to respond as indicated in RFP Section 1.8 and on the date detailed in the RFP Section 2, Schedule of Events.

1.8. **Notice of Intent to Respond**

Before the Notice of Intent to Respond Deadline detailed in the RFP Section 2, Schedule of Events, prospective Respondents should submit to the Solicitation Coordinator a Notice of Intent to Respond (in the form of a simple e-mail or other written communication). Such notice should include the following information:

- the business or individual's name (as appropriate)
- a contact person's name and title

- the contact person's mailing address, telephone number, facsimile number, and e-mail address

A Notice of Intent to Respond creates no obligation and is not a prerequisite for submitting a response, however, it is necessary to ensure receipt of any RFP amendments or other notices and communications relating to this RFP.

1.9. **Response Deadline**

A Respondent must ensure that the State receives a response no later than the response Deadline time and date detailed in the RFP Section 2, Schedule of Events. A response must respond, as required, to this RFP (including its attachments) as may be amended. The State will not accept late responses, and a Respondent's failure to submit a response before the deadline will result in disqualification of the response. It is the responsibility of the Respondent to ascertain any additional security requirements with respect to packaging and delivery to the State of Tennessee. Respondents should be mindful of any potential delays due to security screening procedures, weather, or other filing delays whether foreseeable or unforeseeable.

2. RFP SCHEDULE OF EVENTS

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

EVENT	TIME (central time zone)	DATE
1. RFP Issued		February 3, 2016
2. Disability Accommodation Request Deadline	2:00 p.m.	February 8, 2016
3. Pre-response Conference	9:00 a.m.	February 9, 2016
4. Notice of Intent to Respond Deadline	2:00 p.m.	February 10, 2016
5. Written "Questions & Comments" Deadline	2:00 p.m.	February 16, 2016
6. State Response to Written "Questions & Comments"		February 24, 2016
7. Response Deadline	2:00 p.m.	March 2, 2016
8. State Schedules Respondent Oral Presentations		March 3, 2016
9. Respondent Oral Presentations	8 a.m. – 4:30 p.m.	March 14 – March 18, 2016
10. State Completion of Technical Response Evaluations		March 23, 2016
11. State Opening & Scoring of Cost Proposals	2:00 p.m.	March 24, 2016
12. State Notice of Intent to Award Released and RFP Files Opened for Public Inspection	2:00 p.m.	March 29, 2016
13. End of Open File Period		April 5, 2016
14. State sends contract to Contractor for signature		April 6, 2016
15. Contractor Signature Deadline	2:00 p.m.	April 13, 2016

2.2. **The State reserves the right, at its sole discretion, to adjust the RFP Schedule of Events as it deems necessary.** Any adjustment of the Schedule of Events shall constitute an RFP amendment, and the State will communicate such to prospective Respondents from whom the State has received a Notice of Intent to Respond (refer to section 1.8).

3. RESPONSE REQUIREMENTS

3.1. Response Form

A response to this RFP must consist of two parts, a Technical Response and a Cost Proposal.

3.1.1. **Technical Response**. RFP Attachment 6.2., Technical Response & Evaluation Guide provides the specific requirements for submitting a response. This guide includes mandatory requirement items, general qualifications and experience items, and technical qualifications, experience, and approach items all of which must be addressed with a written response and, in some instances, additional documentation.

NOTICE: A technical response must not include any pricing or cost information. If any pricing or cost information amounts of any type (even pricing relating to other projects) is included in any part of the technical response, the state may deem the response to be non-responsive and reject it.

3.1.1.1. A Respondent must use the RFP Attachment 6.2., Technical Response & Evaluation Guide to organize, reference, and draft the Technical Response by duplicating the attachment, adding appropriate page numbers as required, and using the guide as a table of contents covering the Technical Response.

3.1.1.2. A response should be economically prepared, with emphasis on completeness and clarity. A response, as well as any reference material presented, must be written in English and must be written on standard 8 ½" x 11" pages (although oversize exhibits are permissible) and use a 12 point font for text. All response pages must be numbered.

3.1.1.3. All information and documentation included in a Technical Response should respond to or address a specific requirement detailed in the RFP Attachment 6.2., Technical Response & Evaluation Guide. All information must be incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will not contribute to evaluations.

3.1.1.4. The State may determine a response to be non-responsive and reject it if:

a. the Respondent fails to organize and properly reference the Technical Response as required by this RFP and the RFP Attachment 6.2., Technical Response & Evaluation Guide; or

b. the Technical Response document does not appropriately respond to, address, or meet all of the requirements and response items detailed in the RFP Attachment 6.2., Technical Response & Evaluation Guide.

3.1.2. **Cost Proposal**. A Cost Proposal must be recorded on an exact duplicate of the RFP Attachment 6.3., Cost Proposal & Scoring Guide.

NOTICE: 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.

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.

3.1.2.2. The proposed cost shall incorporate ALL costs for services under the contract for the total contract period, including any renewals or extensions.

3.1.2.3. A Respondent must sign and date the Cost Proposal.

3.1.2.4. A Respondent must submit the Cost Proposal to the State in a sealed package separate from the Technical Response (as detailed in RFP Sections 3.2.3., *et seq.*).

3.2. **Response Delivery**

3.2.1. A Respondent must ensure that both the original Technical Response and Cost Proposal documents meet all form and content requirements, including all required signatures, as detailed within this RFP.

3.2.2. A Respondent must submit original Technical Response and Cost Proposal documents and copies as specified below.

3.2.2.1. One (1) original Technical Response paper document labeled:

"RFP # 30504-02416 TECHNICAL RESPONSE ORIGINAL"

and three (3) digital copies of the Technical Response each in the form of one (1) digital document in "PDF" format properly recorded on its own otherwise blank, USB flash drive labeled:

"RFP # 30504-02416 TECHNICAL RESPONSE COPY"

The digital copies should not include copies of sealed customer references, however any other discrepancy between the paper Technical Response document and any digital copies may result in the State rejecting the proposal as non-responsive.

3.2.2.2. One (1) original Cost Proposal paper document labeled:

"RFP # 30504-02416 COST PROPOSAL ORIGINAL"

and one (1) copy in the form of a digital document in "PDF" format properly recorded on separate, blank, USB flash drive labeled:

"RFP # 30504-02416 COST PROPOSAL COPY"

In the event of a discrepancy between the original Cost Proposal document and the digital copy, the original, signed document will take precedence.

3.2.3. A Respondent must separate, seal, package, and label the documents and copies for delivery as follows:

3.2.3.1. The Technical Response original document and digital copies must be placed in a sealed package that is clearly labeled:

"DO NOT OPEN… RFP # 30504-02416 TECHNICAL RESPONSE FROM [RESPONDENT LEGAL ENTITY NAME]"

3.2.3.2. The Cost Proposal original document and digital copy must be placed in a separate, sealed package that is clearly labeled:

"DO NOT OPEN… RFP # 30504-02416 COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]"

3.2.3.3. The separately, sealed Technical Response and Cost Proposal components may be enclosed in a larger package for mailing or delivery, provided that the outermost package is clearly labeled:

"RFP # 30504-02416 SEALED TECHNICAL RESPONSE & SEALED COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]"

3.2.4. A Respondent must ensure that the State receives a response no later than the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events at the following address:

Jennifer Cowan-Henderson, Resource Sharing Administrator
Tennessee State Library and Archives
403 7th Avenue North
Nashville, TN 37243

3.3. **Response & Respondent Prohibitions**

3.3.1. A response must not include alternate contract terms and conditions. If a response contains such terms and conditions, the State, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it.

3.3.2. A response must not restrict the rights of the State or otherwise qualify either the offer to deliver goods or provide services as required by this RFP or the Cost Proposal. If a response restricts the rights of the State or otherwise qualifies either the offer to deliver goods or provide services as required by this RFP or the Cost Proposal, the State, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it.

3.3.3. A response must not propose alternative goods or services (*i.e.*, offer services different from those requested and required by this RFP) unless expressly requested in this RFP. The State may consider a response of alternative goods or services to be non-responsive and reject it.

3.3.4. A Cost Proposal must be prepared and arrived at independently and must not involve any collusion between Respondents. The State will reject any Cost Proposal that involves collusion, consultation, communication, or agreement between Respondents. Regardless of the time of detection, the State will consider any such actions to be grounds for response rejection or contract termination.

3.3.5. A Respondent must not provide, for consideration in this RFP process or subsequent contract negotiations, any information that the Respondent knew or should have known was materially incorrect. If the State determines that a Respondent has provided such incorrect information, the State will deem the Response non-responsive and reject it.

3.3.6. A Respondent must not submit more than one Technical Response and one Cost Proposal in response to this RFP, except as expressly requested by the State in this RFP. If a Respondent submits more than one Technical Response or more than one Cost Proposal, the State will deem all of the responses non-responsive and reject them.

3.3.7. A Respondent must not submit a response as a prime contractor while also permitting one or more other Respondents to offer the Respondent as a subcontractor in their own responses. Such may result in the disqualification of all Respondents knowingly involved. This restriction does not, however, prohibit different Respondents from offering the same subcontractor as a part of their responses (provided that the subcontractor does not also submit a response as a prime contractor).

3.3.8. The State shall not consider a response from an individual who is, or within the past six (6) months has been, a State employee. For purposes of this RFP:

3.3.8.1. An individual shall be deemed a State employee until such time as all compensation for salary, termination pay, and annual leave has been paid;

3.3.8.2. A contract with or a response from a company, corporation, or any other contracting entity in which a controlling interest is held by any State employee shall be considered to be a contract with or proposal from the employee; and

3.3.8.3. A contract with or a response from a company, corporation, or any other contracting entity that employs an individual who is, or within the past six (6) months has been, a State employee shall not be considered a contract with or a proposal from the employee and shall not constitute a prohibited conflict of interest.

3.4. **Response Errors & Revisions**

A Respondent is responsible for any and all response errors or omissions. A Respondent will not be allowed to alter or revise response documents after the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events unless such is formally requested, in writing, by the State.

3.5. **Response Withdrawal**

A Respondent may withdraw a submitted response at any time before the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events by submitting a written request signed by an authorized Respondent representative. After withdrawing a response, a Respondent may submit another response at any time before the Response Deadline. After the Response Deadline, a Respondent may only withdraw all or a portion of a response where the enforcement of the response would impose an unconscionable hardship on the Respondent.

3.6. **Additional Services**

If a response offers goods or services in addition to those required by and described in this RFP, the State, at its sole discretion, may add such services to the contract awarded as a result of this RFP. Notwithstanding the foregoing, a Respondent must not propose any additional cost amounts or rates for additional goods or services. Regardless of any additional services offered in a response, the Respondent's Cost Proposal must only record the proposed cost as required in this RFP and must not record any other rates, amounts, or information.

NOTICE: If a Respondent fails to submit a Cost Proposal exactly as required, the State may deem the response non-responsive and reject it.

3.7. **Response Preparation Costs**

The State will <u>not</u> pay any costs associated with the preparation, submittal, or presentation of any response.

4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS

4.1. RFP Amendment

The State at its sole discretion may amend this RFP, in writing, at any time prior to contract award. However, prior to any such amendment, the State will consider whether it would negatively impact the ability of potential Respondents to meet the response deadline and revise the RFP Schedule of Events if deemed appropriate. If an RFP amendment is issued, the State will convey it to potential Respondents who submitted a Notice of Intent to Respond (refer to RFP Section 1.8). A response must address the final RFP (including its attachments) as amended.

4.2. RFP Cancellation

The State reserves the right, at its sole discretion, to cancel the RFP or to cancel and reissue this RFP in accordance with applicable laws and regulations.

4.3. State Right of Rejection

4.3.1. Subject to applicable laws and regulations, the State reserves the right to reject, at its sole discretion, any and all responses.

4.3.2. The State may deem as non-responsive and reject any response that does not comply with all terms, conditions, and performance requirements of this RFP. Notwithstanding the foregoing, the State reserves the right to waive, at its sole discretion, minor variances from full compliance with this RFP. If the State waives variances in a response, such waiver shall not modify the RFP requirements or excuse the Respondent from full compliance, and the State may hold any resulting Contractor to strict compliance with this RFP.

4.4. Assignment & Subcontracting

4.4.1. The Contractor may not subcontract, transfer, or assign any portion of the Contract awarded as a result of this RFP without prior approval of the State. The State reserves the right to refuse approval, at its sole discretion, of any subcontract, transfer, or assignment.

4.4.2. If a Respondent intends to use subcontractors, the response to this RFP must specifically identify the scope and portions of the work each subcontractor will perform (refer to RFP Attachment 6.2., Section B, General Qualifications & Experience Item B.14.).

4.4.3. Subcontractors identified within a response to this RFP will be deemed as approved by the State unless the State expressly disapproves one or more of the proposed subcontractors prior to signing the Contract.

4.4.4. After contract award, a Contractor may only substitute an approved subcontractor at the discretion of the State and with the State's prior, written approval.

4.4.5. Notwithstanding any State approval relating to subcontracts, the Respondent who is awarded a contract pursuant to this RFP will be the prime contractor and will be responsible for all work under the Contract.

4.5. Right to Refuse Personnel or Subcontractors

The State reserves the right to refuse, at its sole discretion and notwithstanding any prior approval, any personnel of the prime contractor or a subcontractor providing goods or services in the performance of a contract resulting from this RFP. The State will document in writing the reason(s) for any rejection of personnel.

4.6. **Insurance**

From time-to-time, the State may require the awarded Contractor to provide a Certificate of Insurance issued by an insurance company licensed or authorized to provide insurance in the State of Tennessee. Each Certificate of Insurance shall indicate current insurance coverages meeting minimum requirements as may be specified by this RFP. A failure to provide a current, Certificate of Insurance will be considered a material breach and grounds for contract termination.

4.7. **Professional Licensure and Department of Revenue Registration**

4.7.1. All persons, agencies, firms, or other entities that provide legal or financial opinions, which a Respondent provides for consideration and evaluation by the State as a part of a response to this RFP, shall be properly licensed to render such opinions.

4.7.2. Before the Contract resulting from this RFP is signed, the apparent successful Respondent (and Respondent employees and subcontractors, as applicable) must hold all necessary or appropriate business or professional licenses to provide the goods or services as required by the contract. The State may require any Respondent to submit evidence of proper licensure.

4.7.3. Before the Contract resulting from this RFP is signed, the apparent successful Respondent must be registered with the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. The State shall not award a contract unless the Respondent provides proof of such registration or provides documentation from the Department of Revenue that the Contractor is exempt from this registration requirement. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation. For purposes of this registration requirement, the Department of Revenue may be contacted at: TN.Revenue@tn.gov.

4.8. **Disclosure of Response Contents**

4.8.1. All materials submitted to the State in response to this RFP shall become the property of the State of Tennessee. Selection or rejection of a response does not affect this right. By submitting a response, a Respondent acknowledges and accepts that the full response contents and associated documents will become open to public inspection in accordance with the laws of the State of Tennessee.

4.8.2. The State will hold all response information, including both technical and cost information, in confidence during the evaluation process. Notwithstanding the foregoing, a list of actual Respondents submitting timely responses may be available to the public, upon request, after technical responses are opened.

4.8.3. Upon completion of response evaluations, indicated by public release of a Notice of Intent to Award, the responses and associated materials will be open for review by the public in accordance with *Tennessee Code Annotated*, Section 10-7-504(a)(7).

4.9. **Contract Approval and Contract Payments**

4.9.1. After contract award, the Contractor who is awarded the contract must submit appropriate documentation with the Department of Finance and Administration, Division of Accounts.

4.9.2. This RFP and its contractor selection processes do not obligate the State and do not create rights, interests, or claims of entitlement in either the Respondent with the apparent best-evaluated response or any other Respondent. State obligations pursuant to a contract award shall commence only after the contract is signed by the State agency head and the Contractor and after the Contract is approved by all other state officials as required by applicable laws and regulations.

4.9.3. No payment will be obligated or made until the relevant Contract is approved as required by applicable statutes and rules of the State of Tennessee.

4.9.3.1. The State shall not be liable for payment of any type associated with the Contract resulting from this RFP (or any amendment thereof) or responsible for any goods delivered or services rendered by the Contractor, even goods delivered or services rendered in good faith and even if the Contractor is orally directed to proceed with the delivery of goods or the rendering of services, if it occurs before the Contract start date or after the Contract end date.

4.9.3.2. All payments relating to this procurement will be made in accordance with the Payment Terms and Conditions of the Contract resulting from this RFP (refer to RFP Attachment 6.6., *Pro Forma* Contract, Section C).

4.9.3.3. If any provision of the Contract provides direct funding or reimbursement for the competitive purchase of goods or services as a component of contract performance or otherwise provides for the reimbursement of specified, actual costs, the State will employ all reasonable means and will require all such documentation that it deems necessary to ensure that such purchases were competitive and costs were reasonable, necessary, and actual. The Contractor shall provide reasonable assistance and access related to such review. Further, the State shall not remit, as funding or reimbursement pursuant to such provisions, any amounts that it determines do not represent reasonable, necessary, and actual costs.

4.10. **Contractor Performance**

The Contractor who is awarded a contract will be responsible for the delivery of all acceptable goods or the satisfactory completion of all services set out in this RFP (including attachments) as may be amended. All goods or services are subject to inspection and evaluation by the State. The State will employ all reasonable means to ensure that goods delivered or services rendered are in compliance with the Contract, and the Contractor must cooperate with such efforts.

4.11. **Contract Amendment**

After contract award, the State may request the Contractor to deliver additional goods or perform additional services within the general scope of the contract and this RFP, but beyond the specified scope of service, and for which the Contractor may be compensated. In such instances, the State will provide the Contractor a written description of the additional goods or services. The Contractor must respond to the State with a time schedule for delivering the additional goods or accomplishing the additional services based on the compensable units included in the Contractor's response to this RFP. If the State and the Contractor reach an agreement regarding the goods or services and associated compensation, such agreement must be effected by means of a contract amendment. Further, any such amendment requiring additional goods or services must be signed by both the State agency head and the Contractor and must be approved by other state officials as required by applicable statutes, rules, policies and procedures of the State of Tennessee. The Contractor must not provide additional goods or render additional services until the State has issued a written contract amendment with all required approvals.

4.12. **Severability**

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, said decision will not affect the validity of the remaining RFP terms and provisions, and the rights and obligations of the State and Respondents will be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

4.13. **Next Ranked Respondent**

The State reserves the right to initiate negotiations with the next ranked Respondent should the State cease doing business with any Respondent selected via this RFP process.

5. EVALUATION & CONTRACT AWARD

5.1. Evaluation Categories & Maximum Points

The State will consider qualifications, experience, technical approach, and cost in the evaluation of responses and award points in each of the categories detailed below (up to the maximum evaluation points indicated) to each response deemed by the State to be responsive.

EVALUATION CATEGORY	MAXIMUM POINTS POSSIBLE
General Qualifications & Experience (refer to RFP Attachment 6.2., Section B)	**30**
Technical Qualifications, Experience & Approach (refer to RFP Attachment 6.2., Section C)	**30**
Oral Presentation (refer to RFP Attachment 6.2., Section D)	**10**
Cost Proposal (refer to RFP Attachment 6.3.)	**30**

5.2. Evaluation Process

The evaluation process is designed to award the contract resulting from this RFP not necessarily to the Respondent offering the lowest cost, but rather to the Respondent deemed by the State to be responsive and responsible who offers the best combination of attributes based upon the evaluation criteria. ("Responsive Respondent" is defined as a Respondent that has submitted a response that conforms in all material respects to the RFP. "Responsible Respondent" is defined as a Respondent that has the capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.)

5.2.1. **Technical Response Evaluation.** The Solicitation Coordinator and the Proposal Evaluation Team (consisting of three (3) or more State employees) will use the RFP Attachment 6.2., Technical Response & Evaluation Guide to manage the Technical Response Evaluation and maintain evaluation records.

5.2.1.1. The State reserves the right, at its sole discretion, to request Respondent clarification of a Technical Response or to conduct clarification discussions with any or all Respondents. Any such clarification or discussion will be limited to specific sections of the response identified by the State. The subject Respondent must put any resulting clarification in writing as may be required and in accordance with any deadline imposed by the State.

5.2.1.2. The Solicitation Coordinator will review each Technical Response to determine compliance with RFP Attachment 6.2., Technical Response & Evaluation Guide, Section A— Mandatory Requirements. If the Solicitation Coordinator determines that a response failed to meet one or more of the mandatory requirements, the Proposal Evaluation Team will review the response and document the team's determination of whether:

a. the response adequately meets RFP requirements for further evaluation;

b. the State will request clarifications or corrections for consideration prior to further evaluation; or,

c. the State will determine the response to be non-responsive to the RFP and reject it.

5.2.1.3. Proposal Evaluation Team members will independently evaluate each Technical Response (that is responsive to the RFP) against the evaluation criteria in this RFP, and will score each in accordance with the RFP Attachment 6.2., Technical Response & Evaluation Guide.

5.2.1.4. For each response evaluated, the Solicitation Coordinator will calculate the average of the Proposal Evaluation Team member scores for RFP Attachment 6.2., Technical Response & Evaluation Guide, and record each average as the response score for the respective Technical Response section.

5.2.1.5. The Solicitation Coordinator will invite each apparently responsive and responsible Respondent to make an oral presentation.

5.2.1.5.1. The oral presentations are mandatory. The Solicitation Coordinator will schedule Respondent presentations during the period indicated by the RFP Section 2, Schedule of Events. The Solicitation Coordinator will make every effort to accommodate each Respondent's schedules. When the Respondent presentation schedule has been determined, the Solicitation Coordinator will contact Respondents with the relevant information as indicated by RFP Section 2, Schedule of Events.

5.2.1.5.2. Respondent presentations are only open to the invited Respondent, Proposal Evaluation Team members, the Solicitation Coordinator, and any technical consultants who are selected by the State to provide assistance to the Proposal Evaluation Team.

5.2.1.5.3. Oral presentations provide an opportunity for Respondents to explain and clarify their responses. Respondents must not materially alter their responses and presentations will be limited to addressing the items detailed in RFP Attachment 6.2., Technical Response & Evaluation Guide. Respondent pricing shall not be discussed during oral presentations.

5.2.1.5.4. The State will maintain an accurate record of each Respondent's oral presentation session. The record of the Respondent's oral presentation shall be available for review when the State opens the procurement files for public inspection.

5.2.1.5.5. Proposal Evaluation Team members will independently evaluate each oral presentation in accordance with the RFP Attachment 6.2., Technical Response & Evaluation Guide, Section D.

5.2.1.5.6. The Solicitation Coordinator will calculate and document the average of the Proposal Evaluation Team member scores for RFP Attachment 6.2., Technical Response & Evaluation Guide, Section D, and record that number as the score for Respondent's Technical Response section

5.2.1.6. Before Cost Proposals are opened, the Proposal Evaluation Team will review the Technical Response Evaluation record and any other available information pertinent to whether or not each Respondent is responsive and responsible. If the Proposal Evaluation Team identifies any Respondent that does not to meet the responsive and responsible thresholds such that the team would not recommend the Respondent for Cost Proposal Evaluation and potential contract award, the team members will fully document the determination.

5.2.2. **Cost Proposal Evaluation.** The Solicitation Coordinator will open for evaluation the Cost Proposal of each Respondent deemed by the State to be responsive and responsible and calculate and record each Cost Proposal score in accordance with the RFP Attachment 6.3., Cost Proposal & Scoring Guide.

5.2.3. **Total Response Score.** The Solicitation Coordinator will calculate the sum of the Technical Response section scores and the Cost Proposal score and record the resulting number as the total score for the subject Response (refer to RFP Attachment 6.5., Score Summary Matrix).

5.3. **Contract Award Process**

5.3.1 The Solicitation Coordinator will submit the Proposal Evaluation Team determinations and scores to the head of the procuring agency for consideration along with any other relevant information that might be available and pertinent to contract award.

5.3.2. The procuring agency head will determine the apparent best-evaluated Response. To effect a contract award to a Respondent other than the one receiving the highest evaluation process score, the head of the procuring agency must provide written justification and obtain the written approval of the Chief Procurement Officer and the Comptroller of the Treasury.

5.3.3. The State will issue a Notice of Intent to Award identifying the apparent best-evaluated response and make the RFP files available for public inspection at the time and date specified in the RFP Section 2, Schedule of Events.

NOTICE: The Notice of Intent to Award shall not create rights, interests, or claims of entitlement in either the apparent best-evaluated Respondent or any other Respondent.

5.3.4. The Respondent identified as offering the apparent best-evaluated response must sign a contract drawn by the State pursuant to this RFP. The contract shall be substantially the same as the RFP Attachment 6.6., *Pro Forma* Contract. The Respondent must sign the contract by the Contractor Signature Deadline detailed in the RFP Section 2, Schedule of Events. If the Respondent fails to provide the signed contract by this deadline, the State may determine that the Respondent is non-responsive to this RFP and reject the response.

5.3.5. Notwithstanding the foregoing, the State may, at its sole discretion, entertain limited negotiation prior to contract signing and, as a result, revise the *pro forma* contract terms and conditions or performance requirements in the State's best interests, PROVIDED THAT such revision of terms and conditions or performance requirements shall NOT materially affect the basis of response evaluations or negatively impact the competitive nature of the RFP and contractor selection process.

5.3.6. If the State determines that a response is non-responsive and rejects it after opening Cost Proposals, the Solicitation Coordinator will re-calculate scores for each remaining responsive Cost Proposal to determine (or re-determine) the apparent best-evaluated response.

RFP ATTACHMENT 6.1.

RFP # 30504-02416 STATEMENT OF CERTIFICATIONS AND ASSURANCES

The Respondent must sign and complete the Statement of Certifications and Assurances below as required, and it must be included in the Technical Response (as required by RFP Attachment 6.2., Technical Response & Evaluation Guide, Section A, Item A.1.).

The Respondent does, hereby, expressly affirm, declare, confirm, certify, and assure ALL of the following:

1. The Respondent will comply with all of the provisions and requirements of the RFP.
2. The Respondent will provide all services as defined in the Scope of Services of the RFP Attachment 6.6., *Pro Forma* Contract for the total contract period.
3. The Respondent, except as otherwise provided in this RFP, accepts and agrees to all terms and conditions set out in the RFP Attachment 6.6., *Pro Forma* Contract.
4. The Respondent acknowledges and agrees that a contract resulting from the RFP shall incorporate, by reference, all proposal responses as a part of the contract.
5. The Respondent will comply with:
   (a) the laws of the State of Tennessee;
   (b) Title VI of the federal Civil Rights Act of 1964;
   (c) Title IX of the federal Education Amendments Act of 1972;
   (d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government; and,
   (e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government.
6. To the knowledge of the undersigned, the information detailed within the response submitted to this RFP is accurate.
7. The response submitted to this RFP was independently prepared, without collusion, under penalty of perjury.
8. No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Respondent in connection with this RFP or any resulting contract.
9. Both the Technical Response and the Cost Proposal submitted in response to this RFP shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract pursuant to the RFP.

By signing this Statement of Certifications and Assurances, below, the signatory also certifies legal authority to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If the signatory is not the Respondent (if an individual) or the Respondent's company *President* or *Chief Executive Officer*, this document <u>must</u> attach evidence showing the individual's authority to bind the Respondent.

<u>DO NOT SIGN THIS DOCUMENT IF YOU ARE NOT LEGALLY AUTHORIZED TO BIND THE RESPONDENT</u>

SIGNATURE: _____

PRINTED NAME & TITLE: _____

DATE: _____

RESPONDENT LEGAL ENTITY NAME: _____

RESPONDENT FEDERAL EMPLOYER IDENTIFICATION NUMBER (or SSN): _____

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION A: MANDATORY REQUIREMENTS. The Respondent must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below.

The Solicitation Coordinator will review the response to determine if the Mandatory Requirement Items are addressed as required and mark each with pass or fail. For each item that is not addressed as required, the Proposal Evaluation Team must review the response and attach a written determination. In addition to the Mandatory Requirement Items, the Solicitation Coordinator will review each response for compliance with all RFP requirements.

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	**Item Ref.**	**Section A— Mandatory Requirement Items**	**Pass/Fail**
		The Response must be delivered to the State no later than the Response Deadline specified in the RFP Section 2, Schedule of Events.	
		The Technical Response and the Cost Proposal documentation must be packaged separately as required (refer to RFP Section 3.2., *et. seq.*).	
		The Technical Response must NOT contain cost or pricing information of any type.	
		The Technical Response must NOT contain any restrictions of the rights of the State or other qualification of the response.	
		A Respondent must NOT submit alternate responses (refer to RFP Section 3.3.).	
		A Respondent must NOT submit multiple responses in different forms (as a prime and a sub-contractor) (refer to RFP Section 3.3.).	
	A.1.	Provide the Statement of Certifications and Assurances (RFP Attachment 6.1.) completed and signed by an individual empowered to bind the Respondent to the provisions of this RFP and any resulting contract. The document must be signed without exception or qualification.	
	A.2.	Provide a statement, based upon reasonable inquiry, of whether the Respondent or any individual who shall cause to deliver goods or perform services under the contract has a possible conflict of interest (*e.g.*, employment by the State of Tennessee) and, if so, the nature of that conflict. NOTE: Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to cancel any award.	
	A.3.	Provide a current bank reference indicating that the Respondent's business relationship with the financial institution is in positive standing. Such reference must be written in the form of a standard business letter, signed, and dated within the past three (3) months.	
	A.4.	Provide two current positive credit references from vendors with which the Respondent has done business written in the form of standard business	

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	**Item Ref.**	**Section A— Mandatory Requirement Items**	**Pass/Fail**
		letters, signed, and dated within the past three (3) months.	
	A.5.	Provide an official document or letter from an accredited credit bureau, verified and dated within the last three (3) months and indicating a satisfactory credit rating for the Respondent (NOTE: A credit bureau report number without the full report is insufficient and will not be considered responsive.)	
State Use – Solicitation Coordinator Signature, Printed Name & Date:			

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION B: GENERAL QUALIFICATIONS & EXPERIENCE. The Respondent must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below. Proposal Evaluation Team members will independently evaluate and assign one score for all responses to Section B— General Qualifications & Experience Items.

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	**Item Ref.**	**Section B— General Qualifications & Experience Items**
	B.1.	Detail the name, e-mail address, mailing address, telephone number, and facsimile number of the person the State should contact regarding the response.
	B.2.	Describe the Respondent's form of business (*i.e*., individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and business location (physical location or domicile).
	B.3.	Detail the number of years the Respondent has been in business.
	B.4.	Briefly describe how long the Respondent has been providing the goods or services required by this RFP.
	B.5.	Describe the Respondent's number of employees, client base, and location of offices.
	B.6.	Provide a statement of whether there have been any mergers, acquisitions, or change of control of the Respondent within the last ten (10) years. If so, include an explanation providing relevant details.
	B.7.	Provide a statement of whether the Respondent or, to the Respondent's knowledge, any of the Respondent's employees, agents, independent contractors, or subcontractors, involved in the delivery of goods or performance of services on a contract pursuant to this RFP, have been convicted of, pled guilty to, or pled *nolo contendere* to any felony. If so, include an explanation providing relevant details.
	B.8.	Provide a statement of whether, in the last ten (10) years, the Respondent has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors. If so, include an explanation providing relevant details.
	B.9.	Provide a statement of whether there is any material, pending litigation against the Respondent that the Respondent should reasonably believe could adversely affect its ability to meet contract requirements pursuant to this RFP or is likely to have a material adverse effect on the Respondent's financial condition. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it would impair the Respondent's performance in a contract pursuant to this RFP. NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of license for each person or entity that renders such opinions.
	B.10.	Provide a statement of whether there are any pending or in progress Securities Exchange Commission investigations involving the Respondent. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it will impair the Respondent's performance in a contract pursuant to this RFP.

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	**Item Ref.**	**Section B— General Qualifications & Experience Items**
		NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of license for each person or entity that renders such opinions.
	B.11.	Provide a brief, descriptive statement detailing evidence of the Respondent's ability to deliver the goods or services sought under this RFP (*e.g.*, prior experience, training, certifications, resources, program and quality management systems, *etc*.).
	B.12.	Provide a narrative description of the proposed project team, its members, and organizational structure along with an organizational chart identifying the key people who will be assigned to deliver the goods or services required by this RFP.
	B.13.	Provide a personnel roster listing the names of key people who the Respondent will assign to meet the Respondent's requirements under this RFP along with the estimated number of hours that each individual will devote to that performance. Follow the personnel roster with a resume for each of the people listed. The resumes must detail the individual's title, education, current position with the Respondent, and employment history.
	B.14.	Provide a statement of whether the Respondent intends to use subcontractors to meet the Respondent's requirements of any contract awarded pursuant to this RFP, and if so, detail: (a) the names of the subcontractors along with the contact person, mailing address, telephone number, and e-mail address for each; (b) a description of the scope and portions of the goods each subcontractor involved in the delivery of goods or performance of the services each subcontractor will perform; <u>and</u> (c) a statement specifying that each proposed subcontractor has expressly assented to being proposed as a subcontractor in the Respondent's response to this RFP.
	B.15.	Provide documentation of the Respondent's commitment to diversity as represented by the following: (a) <u>Business Strategy</u>. Provide a description of the Respondent's existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, Tennessee service-disabled veterans, and small business enterprises. Please also include a list of the Respondent's certifications as a diversity business, if applicable. (b) <u>Business Relationships</u>. Provide a listing of the Respondent's current contracts with business enterprises owned by minorities, women, Tennessee service-disabled veterans and small business enterprises. Please include the following information: (i) contract description; (ii) contractor name and ownership characteristics (*i.e.*, ethnicity, gender, Tennessee service-disabled); (iii) contractor contact name and telephone number. (c) <u>Estimated Participation</u>. Provide an estimated level of participation by business enterprises owned by minorities, women, Tennessee service-disabled veterans, and small business enterprises if a contract is awarded to the Respondent pursuant to this RFP. Please include the following information: (i) a percentage (%) indicating the participation estimate. (Express the estimated participation number as a percentage of the total estimated contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics only and **DO <u>NOT</u> INCLUDE DOLLAR AMOUNTS**); (ii) anticipated goods or services contract descriptions; (iii) names and ownership characteristics (i.e., ethnicity, gender, Tennessee service-disabled

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	**Item Ref.**	**Section B— General Qualifications & Experience Items**
		veterans) of anticipated subcontractors and supply contractors. NOTE: In order to claim status as a Diversity Business Enterprise under this contract, businesses must be certified by the Governor's Office of Diversity Business Enterprise (Go-DBE). Please visit the Go-DBE website at https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9810 for more information. (d) Workforce. Provide the percentage of the Respondent's total current employees by ethnicity and gender. NOTE: Respondents that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and subcontractors. Response evaluations will recognize the positive qualifications and experience of a Respondent that does business with enterprises owned by minorities, women, Tennessee service-disabled veterans and small business enterprises and who offer a diverse workforce.
	B.16.	Provide a statement of whether or not the Respondent has any current contracts with the State of Tennessee or has completed any contracts with the State of Tennessee within the previous five (5) year period. If so, provide the following information for all of the current and completed contracts: (a) the name, title, telephone number and e-mail address of the State contact knowledgeable about the contract; (b) the procuring State agency name; (c) a brief description of the contract's scope of services; (d) the contract period; and (e) the contract number. NOTES: ▪ Current or prior contracts with the State are not a prerequisite and are not required for the maximum evaluation score, and the existence of such contracts with the State will not automatically result in the addition or deduction of evaluation points. ▪ Each evaluator will generally consider the results of inquiries by the State regarding all contracts noted.
	B.17.	Provide customer references from individuals who are not current or former State employees for projects similar to the goods or services sought under this RFP and which represent: ▪ two (2) accounts Respondent currently services that are similar in size to the State; and ▪ three (3) completed projects. References from at least three (3) different individuals are required to satisfy the requirements above, e.g., an individual may provide a reference about a completed project and another reference about a currently serviced account. The standard reference questionnaire, which must be used and completed, is provided at RFP Attachment 6.4. References that are not completed as required may be deemed non-responsive and may not be considered. The Respondent will be solely responsible for obtaining fully completed reference questionnaires and including them in the sealed Technical Response. In order to obtain and submit the completed reference questionnaires follow the process below. (a) Add the Respondent's name to the standard reference questionnaire at RFP Attachment 6.4. and make a copy for each reference. (b) Send a reference questionnaire and new, standard #10 envelope to each reference. (c) Instruct the reference to: (i) complete the reference questionnaire; (ii) sign and date the completed reference questionnaire; (iii) seal the completed, signed, and dated reference questionnaire within the envelope

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	**Item Ref.**	**Section B— General Qualifications & Experience Items**
		provided; (iv) sign his or her name in ink across the sealed portion of the envelope; and (v) return the sealed envelope directly to the Respondent (the Respondent may wish to give each reference a deadline, such that the Respondent will be able to collect all required references in time to include them within the sealed Technical Response). (d) Do NOT open the sealed references upon receipt. (e) Enclose all sealed reference envelopes within a larger, labeled envelope for inclusion in the Technical Response as required. NOTES: ▪ The State will not accept late references or references submitted by any means other than that which is described above, and each reference questionnaire submitted must be completed as required. ▪ The State will not review more than the number of required references indicated above. ▪ While the State will base its reference check on the contents of the sealed reference envelopes included in the Technical Response package, the State reserves the right to confirm and clarify information detailed in the completed reference questionnaires, and may consider clarification responses in the evaluation of references. ▪ The State is under no obligation to clarify any reference information.
	B.18.	Provide a statement and any relevant details addressing whether the Respondent is any of the following: (a) is presently debarred, suspended, proposed for debarment, or voluntarily excluded from covered transactions by any federal or state department or agency; (b) has within the past three (3) years, been convicted of, or had a civil judgment rendered against the contracting party from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (c) is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed above; and has within a three (3) year period preceding the contract had one or more public transactions (federal, state, or local) terminated for cause or default.
SCORE *(for all Section B—Qualifications & Experience Items above)*: *(maximum possible score = 30)*		
State Use – Evaluator Identification:		

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH. The Respondent must address all items (below) and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below.

A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the response to each item. Each evaluator will use the following whole number, raw point scale for scoring each item:

0 = little value ***1 = poor*** ***2 = fair*** ***3 = satisfactory*** ***4 = good*** ***5 = excellent***

The Solicitation Coordinator will multiply the Item Score by the associated Evaluation Factor (indicating the relative emphasis of the item in the overall evaluation). The resulting product will be the item's Raw Weighted Score for purposes of calculating the section score as indicated.

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	**Item Ref.**	**Section C— Technical Qualifications, Experience & Approach Items**	**Item Score**	**Evaluation Factor**	**Raw Weighted Score**
	C.1.	Provide a narrative that illustrates the Respondent's understanding of the State's requirements and project schedule.		**8**	
	C.2.	Provide a narrative that illustrates how the Respondent will complete the scope of services, accomplish required objectives, and meet the State's project schedule.		**4**	
	C.3.	Provide a narrative that illustrates how the Respondent will manage the project, ensure completion of the scope of services, and accomplish required objectives within the State's project schedule.		**8**	
	C.4.	Provide a narrative that illustrates the Proposer's system, and how it is fully designed, developed, implemented, and maintained by the Proposer. If the system incorporated licensed or third-party modules or applications, please specify.		**8**	
	C.5.	Provide a narrative that illustrates the history of the Proposer in providing a hosted automation system to network libraries of the National Library Services for the Blind and Physically Handicapped (NLS).		**10**	
	C.6.	Provide a narrative that illustrates how the Proposer will provide ongoing management for the system, including troubleshooting, bug-fixing, and upgrades. Explain how software updated and enhancements are loaded without interruption in the programs that are already operational.		**4**	
	C.7.	Provide a narrative that describes the Proposer's data center for the operation and maintenance of the system, including who operates the data center, and who is responsible for providing all software, and updates to ensure system optimization.		**4**	
	C.8.	Provide an executive summary of the Proposer's disaster recovery plan.		**4**	
	C.9.	Describe the extent to which the system (both staff-facing and patron-facing) can accommodate modifications necessary to support accessibility for people with disabilities,		**10**	

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	**Item Ref.**	**Section C— Technical Qualifications, Experience & Approach Items**	**Item Score**	**Evaluation Factor**	**Raw Weighted Score**
		or the extent to which the system uses standard graphics and controls that are recognized by access software. Accessibility in this instance is defined as the ability for people with disabilities to use all aspects of an application with the same efficiency and to the same degree as people without disabilities.			
	C.10.	Describe the system's compliance with applicable Americans with Disabilities (ADA) standards. List all instances in which the system would not be in compliance with ADA standards, Section 508, or the Web Content Accessibility Guidelines (WCAG).		**10**	
	C.11.	Provide a description of software upgrade methodology.		**4**	
	C.12.	Describe any capabilities for libraries to control and customize the staff and patron interfaces, such as branding, search defaults, scoping, keyboard shortcuts/hot keys, login-specific toolbar customization, sharing of customized toolbars among staff, etc.		**4**	
	C.13.	Provide a narrative on how the system determines the due date/time for an item based on the borrower category, the type of material, and the location of the item being checked out, as well as the time of the check-out and the calendar for the location from which the loan is made.		**4**	
	C.14.	Provide a description of the automated or scheduled overnight processes, including backups of core information.		**4**	
	C.15.	Provide a description of what provisions are in place to prevent system slowdowns during library operation hours, including the scheduling of any backups or reports that would be run during that time.		**4**	
	C.16.	Explain how staff licenses are governed, including details about whether a single license permits access to all modules, whether a user can perform workflows utilizing multiple modules without encumbering more than a single license, and whether licenses are encumbered based on the number of simultaneous users, the number of registered staff accounts, or some other criteria.		**4**	
	C.17.	Describe the separation of the online public access catalog (OPAC) and administrative functions.		**4**	
	C.18.	Provide an overview of recommend network structure		**4**	
	C.19.	Provide an overview of recommended bandwidth speeds both upload and download.		**4**	
	C.20.	Describe operating systems and internet browsers necessary to properly run the system, and identify any internet browsers that cannot be used to properly run the system. Explain whether a single staff member could have multiple instances of the system running simultaneously, using different browsers.		**8**	
	C.21.	Describe the staff interface software architecture.		**4**	

RFP ATTACHMENT 6.2. — SECTION C (continued)

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	**Item Ref.**	**Section C— Technical Qualifications, Experience & Approach Items**	**Item Score**	**Evaluation Factor**	**Raw Weighted Score**
	C.22.	Describe the procedure for restoration of all the current day's transactions.		**4**	
	C.23.	Provide a description of simultaneous access from multiple workstations for both end users and staff.		**4**	
	C.24.	Provide a description of the provisions the system has for electronic scanning of barcode labels affixed to patron cards and library materials, and any limitations on barcode schema (e.g. check digits, minimum number of digits, alpha-numeric codes).		**4**	
	C.25.	Explain whether alerts and on-screen messages can be accompanied by a customizable audible alert that the library can activate or deactivate as a setting based on user login. Describe whether the alert sound is configurable at the message level.		**4**	
	C.26.	Describe the availability of limiting access to staff modules to those trained and authorized to use various functions.		**4**	
	C.27.	Provide a narrative that describes how an administrator could access the system remotely.		**4**	
	C.28.	Describe the extent to which the system is interoperable with, and can be set to automatically output data to NLS Patron Information and Machine Management System (PIMMS) and Comprehensive Mailing List System (CMLS) systems.		**10**	
	C.29.	Describe the system's capability to import and ingest Braille and Audio Reading Download (BARD) usage records, including has-hads updates to patron accounts. Specify any file format limitations that apply.		**10**	
	C.30.	Describe capabilities for the proposed system in the time it takes from scanning one barcode to the item it pulls the information onto the screen for a member library with below a T-1 internet speed.		**4**	
	C.31.	Provide an overview of the support the system can provide to other Z39.50 targets, online catalogs, and other resources for bibliographic information or Interlibrary Loan. Specify the extent to which the system complies with Z39.50 version 3 standard on both the client and server sides.		**4**	
	C.32.	Describe application program interface (API) access, including extent, and a list of any known uses in other states' implementation.		**1**	
Training					
	C.33.	Describe skills required for staff members who will use and support the proposed system.		**1**	
	C.34.	Describe the web-based training (identified as synchronous or asynchronous) provided with the system, including training for profiling, database maintenance, creation of patron records for circulation, use of circulation functions, use of the OPAC functions, and the use of cataloging, and report		**8**	

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	**Item Ref.**	**Section C— Technical Qualifications, Experience & Approach Items**	**Item Score**	**Evaluation Factor**	**Raw Weighted Score**
		features.			
	C.35.	Describe the in-person training provided with the system, including training for profiling, database maintenance, creation of patron records for circulation, use of circulation functions, use of the OPAC functions, and the use of cataloging, and report features. Specify the experience level of all individuals who would perform the training.		**10**	
	C.36.	Explain whether in-person training will be done using LBPH's own patron and bibliographic records, or data from another source.		**4**	
	C.37.	Describe any access to a test server that would be provided for use in training and testing phases of implementation. Please specify whether the data in that test server would be the LBPH patron and bibliographic data, or data from some other source.		**8**	
	C.38.	Describe the availability, completeness, and updating schedule of system documentation. Specify the formats and source location available for each piece of documentation, such as a portable document format (PDF) downloadable from the system under a staff login.		**10**	
	C.39.	Specify whether the system includes contextual help files, and describe the extent to which those contextual files cover the content provided in the general system documentation.		**8**	
Circulation					
	C.40.	Describe all aspects of mail card generation, including the logic applied by the system to identify patrons for service and to identify appropriate items for those patrons, daily workflow for running mail cards and performing any backouts or other routine maintenance, the specific format of data output that is delivered from the system to the mail card printer, and the staff-controllable fields on the mail cards.		**10**	
	C.41.	Explain whether patrons phone numbers being migrated into the system can be batch-edited from a 6155551212 format to a (615) 555-1212 format.		**4**	
	C.42.	Describe the number of available user-defined fields in each patron account, and whether those fields can be defined as free-text or dropdown menus at the library's discretion.		**4**	
	C.43.	Describe the number of patron address, phone number, and email address fields available on each account.		**14**	
	C.44.	Explain whether a specific subset of staff-selected patron requests can be batch-deleted. Please provide screen shots.		**10**	
	C.45.	Describe any functionality that would allow staff to set a warning/block message that would appear each time a particular account was retrieved. Specify whether it would require staff to acknowledge the message (i.e., click "Okay") in order to move forward in working with the account.		**4**	

Comment [MS1]: The word we need here is backouts, for mailcards that are backed out of the system.

RFP ATTACHMENT 6.2. — SECTION C (continued)

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	**Item Ref.**	**Section C— Technical Qualifications, Experience & Approach Items**	**Item Score**	**Evaluation Factor**	**Raw Weighted Score**
	C.46.	Describe whether annotations are visible as a pop-up window in any parts of the staff interface when a user hovers the mouse over a book number or book title. Specify whether any selections made on the screen prior to triggering the pop-up would be lost when the pop-up was closed.		**4**	
	C.47.	Describe whether the number of available copies is visible on request lists, on search results lists, or elsewhere adjacent to the book number		**4**	
	C.48.	Explain whether patron notes are on the same page/tab within the patron account as interests.		**4**	
	C.49.	Explain whether each reading interest can be prioritized. For instance, if a patron wants to select romance as an interest but prefers biographies, please explain whether staff would be able to subordinate one interest over another to reflect the patron's relative level of interest.		**4**	
	C.50.	Explain whether graduated exclusions (i.e. some language, explicit language) are available within the patron account settings.		**4**	
	C.51.	Specify the number of subject fields that can be utilized on a single patron account.		**4**	
	C.52.	Describe turnaround shelf functionality, and explain the system's logic in prioritizing items for mail card selection (including the extent to which staff can customize that logic).		**4**	
	C.53.	Explain whether exclusion fields are select/deselect toggles or dropdown menus. Please provide screen shots.		**4**	
	C.54.	Explain whether the system interfaces electronically with the United States Postal Service data to determine whether a valid mailing address had been entered on a patron account. Describe how this feature would perform on migrated patron accounts.		**1**	
	C.55.	Describe available mechanisms for searching within a patron's had-had listing, and request listing.		**4**	
	C.56.	Explain the system's ability to apply login-based transaction ownership stamps for check-in and check-out.		**4**	
	C.57.	Explain whether author, genre, or subject-based autoselects can be made. Describe the steps a staff member would take to use the autoselect functionality to add requests to a patron account.		**10**	
	C.58.	Describe any subscription-like functionality that would allow patrons to automatically have a reserve placed on their account for titles meeting specified criteria, such as author name, subject, or interest area, without the need for staff to execute an autoselect. Explain the steps a staff member would take to establish such a subscription via the staff interface, and the steps a patrons would take to do so from the OPAC.		**10**	

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	**Item Ref.**	**Section C— Technical Qualifications, Experience & Approach Items**	**Item Score**	**Evaluation Factor**	**Raw Weighted Score**
	C.59.	Explain patron transfer functionality, both incoming and outgoing. List specific interoperability with other automation systems with regard to patron transfer. Describe the extent to which transfers can be completed electronically to and from other states using the same automation system, and those using a different automations system.		**8**	
	C.60.	Describe circulation offline capabilities if the server/internet connection is lost, including the specific functions available to staff and whether reports can be later generated to identify exceptional conditions associated with items scanned during offline mode.		**10**	
	C.61.	Explain the access points by which a patron account can be retrieved in the system, and specify whether any of those access points are equipped with predictive searching functionality or similar on-screen display tools.		**8**	
	C.62.	Specify whether the patron's account number appears next to his/her name in a search results list.		**4**	
	C.63.	Explain any series control features that support the shipment of series titles in proper order, even when the copies for all titles are not available at the time the request is placed. Describe the staff workflow used to set up such an action on a patron account.		**10**	
	C.64.	Describe the access points by which an item record can be retrieved in the system, and specify whether any of those access points are equipped with predictive searching functionality. Explain whether any of these functions perform differently for logged in patrons via the OPAC than for logged in staff via the staff interface.		**8**	
	C.65.	Explain whether patrons (via the OPAC) of staff (via the patron account display in the staff interface) can set a blackout date range in which no items are sent, such as to accommodate for a patron's travel or other period of time in which additional books are not desired. Describe how such a blackout period is set, whether patron or staff intervention is necessary to end this blackout period, and how a blackout period impacts request queues.		**5**	
	C.66.	Explain the sequence of events that takes place when staff attempt to check out an item to one patron that fills a request/mail card pending for another patron, including any alerts to notify staff and what options would be offered to staff at that point. Specify if the options available would be configurable as permissions, or otherwise configurable at the login-level.		**4**	
	C.67.	Describe the system's mechanism for automatically checking for duplicate patron accounts during the new account registration process, and specify which fields the library can specify as match criteria for potential duplicates.		**10**	
	C.68.	Describe the system's capacity to merge duplicate patron records, and which fields (i.e. notes, has-hads, current		**4**	

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	**Item Ref.**	**Section C— Technical Qualifications, Experience & Approach Items**	**Item Score**	**Evaluation Factor**	**Raw Weighted Score**
		checkouts, requests, etc.) can be carried over into the final surviving record.			
	C.69.	Describe the extent to which the system allows the library to modify patron record templates, and/or to create its own patron record templates.		**1**	
	C.70.	Describe the system's ability to allow one staff account's permissions to be used as a template or otherwise blanket-applied to other staff accounts.		**1**	
	C.71.	Explain the system's ability to automatically convert child/juvenile accounts into adult accounts based on library-customized parameters based on the birth year in the user account. Specify whether this conversion would be initiated by a report or some of the method, and extent to which that process can be automated and scheduled.		**4**	
	C.72.	Describe the system's capacity to allow staff to perform global search and replace operations on a selected group of patron records.		**4**	
	C.73.	Describe capabilities for multiple circulation policies.		**4**	
	C.74.	Describe staff permission levels and capabilities for overriding system functions or limits.		**4**	
	C.75.	Specify whether the system allows staff with sufficient privileges to delete individual patron accounts.		**4**	
	C.76.	Describe the system's patron database purge functionality. Specify which criteria can be established by staff as eligibility criteria for account purge, such as a library-defined period of inactivity, the library-defined criteria by which a patron account could be protected from deletion (use of BARD during a specified period of time, items currently checked out, machines currently assigned, etc.), and what reports are available to assist staff in reviewing accounts prior to purge.		**10**	
	C.77.	Explain whether the system allows staff to retrieve the last patron account displayed with one click.		**1**	
	C.78.	Describe the ability for staff to sort requests by subject, when viewing a patron's account.		**4**	
	C.79.	Describe the ability for staff to search in a patron's account for an author or subject across multiple service states, including has-hads, reserves, and items meeting the author/subject criteria that are in the catalog but have not been reserved or checked out by that patron.		**1**	
	C.80.	Describe the ability of the system to integrate with a phone system, such as a Cisco™ IP phone system, to automatically pull up patron accounts based on incoming phone numbers and to automatically log calls.		**1**	
Machine and Equipment Management					
	C.81.	Explain the system's ability to transfer in machines assigned by the NLS.		**10**	

RFP ATTACHMENT 6.2. — SECTION C (continued)

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	**Item Ref.**	**Section C— Technical Qualifications, Experience & Approach Items**	**Item Score**	**Evaluation Factor**	**Raw Weighted Score**
	C.82	Explain the system's ability to allow for manual input of non-NLS machines, such as tablets, mobile devices, and refreshable braille displays.		**4**	
	C.83.	Describe how a staff member would assign a machine, either an NLS machine or a non-NLS machine, to a patron. Specify which machine statuses are available to indicate whether a machine is operational, in repair, lost, etc.		**10**	
Cataloging and Inventory Management					
	C.84.	Describe indexing and sorting algorithm of call numbers. Specify support for various call number schemas, such as Library of Congress (LC), Dewey, and local call numbers.		**4**	
	C.85.	Describe support for physical processing, such as generation of barcode, spine, or call number labels.		**4**	
	C.86.	Describe system administration setup capabilities and options within the cataloging module to create policies for overlaying existing records, both for newly submitted records and on an ongoing basis, including the ability to make global changes to a selected batch of records.		**4**	
	C.87.	Describe any authority control services provided on a scheduled basis to update added, altered, and deleted authority records.		**4**	
	C.88.	Describe the algorithms used to match bibliographic and authority headings, including any local customization.		**4**	
	C.89.	Describe capabilities for globally changing and deleting authorized headings and text strings within bibliographic records.		**4**	
	C.90.	Describe capabilities for the system to process a real-time inventory in which scanned barcodes are actively reconciled against the item database, and capabilities for the system to process an inventory based on the import of an Excel™ file including a list of scanned barcodes against the item database. Specify the associated reporting tools available.		**10**	
	C.91.	Explain the system's capacity to download call number ranges of the library's collection for easy shelf comparison.		**4**	
	C.92.	Explain the system's capacity to alert for items out of place or unaccounted for, during the inventory scanning process.		**4**	
	C.93.	Describe capability to import bibliographic records provided monthly by NLS. Explain the step-by-step workflow a staff member would follow to import a .txt record, and what specific limitations or conditions can be set as a part of the setup for import.		**10**	
	C.94.	Describe the process for circulating material if no record exists in the catalog (circulating on the fly), and specify if such records are added to and indexed within the searchable bibliographic database immediately.		**1**	

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	**Item Ref.**	**Section C— Technical Qualifications, Experience & Approach Items**	**Item Score**	**Evaluation Factor**	**Raw Weighted Score**
	C.95.	Explain whether Machine Readable Catalog (MARC21) records can be added using cut, copy, and paste commands.		**1**	
	C.96.	Explain whether the system supports a variety of import template capabilities, including item-level information mappings.		**1**	
	C.97.	Explain whether the system supports the combination and overlay of records from bibliographic utilities, using library-defined match points. Specify whether the duplicate detection process allows overlay of some or all of the duplicates with the open bibliographic record.		**1**	
	C.98.	Describe availability of templates containing required and recommended bibliographic fields, and explain whether the templates are modifiable by staff.		**1**	
	C.99.	Explain whether a default shelving scheme can be set by staff for new item records.		**1**	
	C.100.	Explain whether staff can make global, user-defined changes to user-defined sets of bibliographic and/or item records.		**1**	
	C.101.	Explain whether the system supports both 10 and 13 digit International Standard Book Number (ISBN) standards for searching for bibliographic records and in the duplicate detection process.		**1**	
	C.102.	Explain whether the system includes American Library Association (ALA)/MARC21/Resource Description and Access (RDA) character set fonts, and whether the system supports Unicode.		**1**	
	C.103.	Explain whether the system can accept, store, retrieve, display, and print diacritical marks.		**4**	
	C.104.	Explain whether the system support staff ability to export some or the entire bibliographic database in full MARC21 format without vendor intervention.		**10**	
	C.105.	Explain whether the system supports the ability to search a remote Z39.50 database from the staff client, edit the record as required, and save it to the database without invoking a separate record import function. Specify whether the system allows Z39.50 version 3 searches of multiple databases simultaneously for a single search.		**4**	
	C.106.	Explain whether the system includes functionality to generate labels for the following issues: 1. Front and side labels for standard-sized NLS digital book cases; and/or, 2. Top labels for standard-sized NLS digital book cartridges.		**10**	
	C.107.	Describe safeguards, data validation, and other error detection performed to ensure accuracy and integrity of bibliographic and authority records during routine use of the		**1**	

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	**Item Ref.**	**Section C— Technical Qualifications, Experience & Approach Items**	**Item Score**	**Evaluation Factor**	**Raw Weighted Score**
		ILS by staff. Describe any on-screen alerts or bath reports and any mechanisms for blocking incoming records not meeting specified conditions.			
Interlibrary Loan (ILL) Functionality					
	C.108.	Describe the system's capability to interface with the NLS ILL tool, including the specific fields in the existing patron account that would be auto-populated on the NLS form. List the steps a staff member would take to place an ILL request from the Proposer's system.		**8**	
	C.109.	Describe the system's capacity to support patron-generated ILL requests from the OPAC. List the steps to be taken by a patron, and then by staff if applicable, to complete such a request. Explain the extent to which requests could be staff-mediated.		**4**	
	C.110.	Explain any reports or other tools available for staff to track ILL usage.		**1**	
	C.111.	Provide an overview of how the system will interface with the State's existing statewide ILL system.		**1**	
OPAC, including Mobile OPAC and iOS/Android App-Based OPAC					
	C.112.	Describe any specialized catalog interfaces included with the system, such as a children's catalog. Please provide screen shots.		**1**	
	C.113.	Describe the patron client's ability to search other library catalogs and licensed databases. Please include screen samples.		**1**	
	C.114.	Describe external web linking for records with MARC21 fields.		**1**	
	C.115.	Describe access to the catalog using screen readers, mobile phones, tablets, and other devices.		**10**	
	C.116.	Describe the system's capability to offer enhanced content such as book jacket covers, reviews and summaries. Please include screen samples.		**4**	
	C.117.	Explain whether the OPAC allows guest searching of the catalog (searching by users who are not logged in).		**4**	
	C.118.	Describe how OPAC passwords/personal identification numbers (PINS) would be assigned as part of the migration process, and what steps would be necessary by staff and patrons to activate each patron OPAC account.		**10**	
	C.119	Describe available tools (handouts, screencasts/video tours, etc.) for introducing patrons and staff to the OPAC's functionality.		**10**	
	C.120.	Describe functions available to logged-in patrons in the OPAC, such as placing requests (specifying whether patrons can include a note to staff with a request, and whether patrons may designate an expiration date or "not needed after" date when placing a request), modifying requests,		**10**	

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	**Item Ref.**	**Section C— Technical Qualifications, Experience & Approach Items**	**Item Score**	**Evaluation Factor**	**Raw Weighted Score**
		viewing a list of currently checked out items, view a list of has-hads, etc. Specify whether patrons can link to a selected title record from a checked out/has-had/request list.			
	C.121.	Describe the capacity of the system to manage moderated, patron-generated book reviews.		**1**	
	C.122.	Describe the method for patron authentication to remote licensed databases. Please include screen samples.		**1**	
	C.123.	Describe the capability for users to search the system's database by keyword, Boolean operators, wildcards, etc.		**1**	
	C.124.	Describe the capability of the system to allow a session timeout to be set for inactivity.		**1**	
	C.125.	Describe patron interaction capabilities within the catalog, such as posting acquisitions suggestions, tagging, ratings, book reviews, etc. Please include screen samples.		**1**	
	C.126.	Describe link resolving capabilities.		**1**	
	C.127.	Describe the fields in the bibliographic record that are searchable by patrons using the OPAC.		**1**	
	C.128.	Describe availability of Uniform Resource Locator (URL) checking.		**1**	
	C.129.	Explain the extent to which the OPAC allows easy access to bestseller lists, award winner lists, and other lists of the library's choosing with direct links from titles on the lists to those titles' entries in the catalog, or to a request-to-order form in instances when the library does not own the selected title.		**4**	
	C.130.	Explain whether the OPAC allows for search results to display in a bookshelf view, in which jacket images are shown.		**1**	
	C.131.	Explain whether the OPAC supports integration of third-party tools that analyze web traffic, including but not limited to Google Analytics™.		**1**	
	C.132.	Explain the steps a patron would take to retrieve a lost password/PIN.		**4**	
	C.133.	Explain option available for patrons to customize the OPAC display of data, labels, and the order of data elements.		**1**	
	C.134.	Explain whether the OPAC supports the ability for item-level detail availability to display from a search results set, without the need to leave the search results set.		**4**	
	C.135.	Explain whether the OPAC includes a "did you mean" or other predictive feature. Specify which of these tools can be enabled/disabled at staff discretion.		**4**	
	C.136.	Explain whether the OPAC allows searches to be scoped by collection, and whether the library can determine defaults OPAC search settings. Specify the level at which those		**4**	

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	**Item Ref.**	**Section C— Technical Qualifications, Experience & Approach Items**	**Item Score**	**Evaluation Factor**	**Raw Weighted Score**
		settings can be established, i.e. at the login level, for all patrons or all staff, etc.			
	C.138.	Explain whether the system supports a staff-mediated stop word list.		**1**	
	C.139.	Explain whether the system includes a mobile-optimized OPAC, and whether that version: • Is device independent; • Does or does not require an application to be downloaded and installed by the mobile device user; • Is accessible by any device with a web browser (specify any browser/versions excluded), including desktop machines with standard web browsers and mobile devices with browsers optimized for mobile use; • Is automatically loaded instead of the standard OPAC based on the server's determination that the request is coming from a mobile device; • Allows patrons to perform real-time keyword, author, title, and narrator searches; and, • Includes a link to the full OPAC, library hours, and contact information in a layout that the library can modify via a graphical user interface.		**10**	
	C.140.	Explain whether the system includes a mobile app, and whether that app: • Is available free of charge for iOS users in the iTunes™ App Store for iPhones™ and iPads™; state compatible iOS versions; • Is available free of charge for Android™ users in the Google Play™ story for Android™ devices; state compatible Android™ versions; • Allows patrons to perform real-time keyword, author, title, and narrator searches; • Includes a link to the full OPAC, library hours, and contact information in a layout that the library can modify via a graphical user interface; and, • Includes some or all of the logged-in patron action options available from the full website, such as placing requests, editing requests, viewing current checkouts, etc.		**10**	
	C.141.	Explain how a staff member would be able to differentiate between requests placed by the patron via the OPAC from requests placed by staff, when viewing a patron's request list		**1**	

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	**Item Ref.**	**Section C— Technical Qualifications, Experience & Approach Items**	**Item Score**	**Evaluation Factor**	**Raw Weighted Score**
		on the account display. Specify whether any reports are available to quantify requests placed by patrons via the OPAC.			
Web-Based Reporting					
	C.142.	Provide a list and description of all standard reports available from the system. Specify the data input fields, data output fields, and output formats (PDF, etc.) available for each report. Highlight specific reports that would assist Reader Advisors in identifying items that might need to be requested via ILL, and also highlight specific reports that would alert staff to redundancy in records based on title/author match.		**10**	
	C.143.	Provide printouts of system-generated reports that include the following data for a user-defined period of time: • Number of circs broken down by media type and by loan account type (individuals, deposit collections, interlibrary loans), for books and for magazines; • Number of titles, volumes, sets, and copies owned broken down by material type; • Number of patron accounts that are active, pre-suspended/suspended, inactive, and other status broken down by account type (individual adult, individual young adult, individual juvenile, deposit library, deposit school for the blind, etc.); and, • Circulations statistics for non-certified readers (interested parties, large type, other organization, etc.).		**10**	
	C.144.	Describe capabilities for producing custom reports for users without knowledge of Structured Query Language (SQL) and with basic knowledge of algebraic equations and Boolean logic, without vendor assistance. List any third-party software packages required or recommended for custom reports.		**4**	
	C.145.	Describe capabilities for producing overdue notices and reminders, including the capability of sending notices and reminders electronically to a specified patron. Specify whether notices for children's accounts can be automatically distributed to the named parent or guardian as an option based on account settings. Explain the extent to which staff can modify notice text. Attach a sample notice that has not been modified manually or by macro (i.e., raw output from the system).		**4**	
	C.146.	Explain whether reports can be scheduled on a one-time or recurring basis, and whether scheduled reports can be automatically emailed to specified staff members.		**4**	
	C.147.	Explain whether custom reports can be made, and whether		**4**	

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	**Item Ref.**	**Section C— Technical Qualifications, Experience & Approach Items**	**Item Score**	**Evaluation Factor**	**Raw Weighted Score**
		custom report parameters can be saved.			
	C.148.	Explain whether saved reports can be re-executed at a later time.		**1**	
Customer Support					
	C.149.	Describe the procedure for reporting problems. Specify customer support hours and any limitations on assistance outside of normal business hours. Describe emergency procedures that will be followed if the library system goes down after the standard hours of support.		**10**	
	C.150.	Explain any chat help services that are available, including whether services allow a customer support person to seamlessly engage directly with the open screen on the user's system and whether there are specific service hours for chat help.		**4**	
	C.151.	Describe the backup process for all system data, including the frequency of the backup schedule and the amount of time it would take to rebuild a system based solely on that backup data.		**8**	
	C.152.	Explain whether the vendor subcontracts with another company for customer support.		**1**	
	C.153.	Provide the average response time for all customer support issues logged in 2015.		**10**	
	C.154.	Describe uptime average for three largest current customers for the past three years.		**10**	
Data Requirements – including initial conversion, bibliographic maintenance, and authority control					
	C.155.	Provide a detailed overview of the method to convert and migrate patron, item and transaction records from other automation systems, including WebREADS. Please include a timeline that covers the full implementation process.		**10**	
	C.156.	Provide a list of routine data validation and cleanup utilities used in the conversion process.		**4**	
	C.157.	Provide an overview of the authority control process used in data conversion.		**4**	

RFP ATTACHMENT 6.2. — SECTION C (continued)

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	**Item Ref.**	**Section C— Technical Qualifications, Experience & Approach Items**	**Item Score**	**Evaluation Factor**	**Raw Weighted Score**
	C.158.	Describe handling of gap files during system migration.		**4**	
	C.159.	Explain which post-implementation acceptance tests would be completed prior to finalization of the implementation phase.		**4**	
The Solicitation Coordinator will use this sum and the formula below to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.			**Total Raw Weighted Score:** *(sum of Raw Weighted Scores above)*		
Total Raw Weighted Score / **Maximum Possible Raw Weighted Score** *(i.e., 5 x the sum of item weights above)*			**X 30** *(maximum possible score)*	**= SCORE:**	
State Use – Evaluator Identification:					
State Use – Solicitation Coordinator Signature, Printed Name & Date:					

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION D: ORAL PRESENTATION. The Respondent must address ALL Oral Presentation Items (below).

A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the presentation response to each item. Each evaluator will use the following whole-number, raw point scale for scoring each item:

0 = little value ***1 = poor*** ***2 = fair*** ***3 = satisfactory*** ***4 = good*** ***5 = excellent***

The Solicitation Coordinator will multiply the Item Score by the associated Evaluation Factor (indicating the relative emphasis of the item in the overall evaluation). The resulting product will be the item's raw, weighted score for purposes of calculating the section score as indicated.

RESPONDENT LEGAL ENTITY NAME:			
Oral Presentation Items	**Item Score**	**Evaluation Factor**	**Raw Weighted Score**
D.1. Introduction of Vendor Key Staff conducting the Software Demonstration.		**5**	
D.2. <u>Mailcard Demonstration</u> 1. Using computer in existing LBPH workspace, log into system and generate mailcard batch. 2. Print that batch (or a subset of at least 25 cards) to our Printronix printer (mailcard stock will be provided).		**15**	
D.3. <u>Patron Account Demonstration</u> 1. Add a patron, including demonstration of duplicate checking. 2. Customize patron interests and exclusions for that patron. 3. Customize service parameters (media types, frequency, etc.) for that patron. 4. Run autoselects for that patron. 5. Add and remove requests for that patron. 6. Request an interlibrary loan (ILL) for that patron. 7. Assign a machine to that patron.		**10**	
D.4. <u>Cataloging Functionality Demonstration</u> 1. Import a set of bibliographic records from NLS (provided by LBPH). 2. Add new copies for at least five of the titles from that file. 3. Check out five copies to one patron.		**10**	

RESPONDENT LEGAL ENTITY NAME:			
4. Check in those five copies.			
D.5. Reporting Demonstration 1. Run reports with the following output: a. Number of circs broken down by media type and by loan account type (individuals, deposit collections, interlibrary loans), for books and magazines; b. Number of titles, volumes, sets, and copies owned broken down by material type; c. Number of patron accounts that are active, pre-suspended/suspended, inactive, and other status broken down by account type (individual adult, individual young adult, individual juvenile, deposit library, deposit school for the blind, etc.); and, d. Circulation statistics for non-certified readers (interested parties, large type, other organization, etc.). 2. Run report to generate a large print catalog of all biographies. 3. Run a report to assist with weeding.		**9**	
D.6. Public Access Computing Demonstration 1. From a desktop computer: a. Search catalog as guest; b. Log in as a patron; c. Place a request; d. View current checkouts and has-hads; and, e. Delete request. 2. From mobile OPAC: a. Search catalog as guest; b. Log in as a patron; c. Place a request; d. View current checkouts and has-hads; and, e. Delete request.		**9**	

RESPONDENT LEGAL ENTITY NAME:			
3. From mobile app: a. Search catalog as guest; b. Log in as a patron; c. Place a request; d. View current checkouts and has-hads; and, e. Delete request.			
D.7. Present overview of training materials, system documentation, and OPAC marketing tools.		**10**	
D.8. Demonstrate system administration functionality.		**5**	
Total Raw Weighted Score *(sum of Raw Weighted Scores above)***:** The Solicitation Coordinator will use this sum and the formula below to calculate the score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.			
total raw weighted score / **maximum possible raw weighted score** *(i.e., 5 x the sum of item weights above)*	**X 10** *(maximum section score)*	**= SCORE:**	
State Use – Evaluator Identification:			
State Use – Solicitation Coordinator Signature, Printed Name & Date:			

RFP ATTACHMENT 6.3.

COST PROPOSAL & SCORING GUIDE

NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED

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

The Library for the Blind and Physically Handicapped has 8,631 patrons, 202,803 copies of 117,295 titles, and circulates approximately 206,124 items annually, which does not include Braille and Audio Reading Download (BARD) downloads. The Proposer is to use these statistics in determining the cost proposal below.

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

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

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

RESPONDENT SIGNATURE:	
PRINTED NAME & TITLE:	
DATE:	
RESPONDENT LEGAL ENTITY NAME:	

Cost Item Description	**Proposed Cost**					**State Use ONLY**		
	May 1, 2016 – April 30, 2017	**May 1, 2017 – April 30, 2018**	**May 1, 2018 – April 30, 2019**	**Optional Year 1 May 1, 2019 – April 30, 2020**	**Optional Year 2 May 1, 2019 – April 30, 2021**	**Sum**	**Evaluation Factor**	**Evaluation Cost** (sum x factor)

RFP ATTACHMENT 6.3. (continued)

RESPONDENT LEGAL ENTITY NAME:								
Cost Item Description	**Proposed Cost**					**State Use ONLY**		
	May 1, 2016 – April 30, 2017	**May 1, 2017 – April 30, 2018**	**May 1, 2018 – April 30, 2019**	**Optional Year 1 May 1, 2019 – April 30, 2020**	**Optional Year 2 May 1, 2019 – April 30, 2021**	**Sum**	**Evaluation Factor**	**Evaluation Cost** (sum x factor)
ILS Installation and Configuration Including vendor-provided supervision of total implementation process and profile customization.	**$**	**$**					1	
Conversion and Migration of Data Including any data processing work necessary for successful implementation of system, and including at least two full patron and bibliographic data imports.	**$**	**$**					1	
Training Twelve staff members to be trained on all modules except system administration in-person at our facility for a total of at least three full days, including administration training for three staff members in-person at TSLA; unlimited access to all web-based training for the full contract period.	**$**	**$**					1	
Annual Maintenance Cost	**$ / year**	**$ / year**	**$ / year**	**$ / year**	**$ / year**		1	
TOTAL EVALUATION COST AMOUNT (sum of evaluation costs above)**:** The Solicitation Coordinator will use this sum and the formula below to calculate the Cost Proposal Score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.								
			lowest evaluation cost amount from all proposals / **evaluation cost amount being evaluated**			**x 30 (maximum possible score)**	**= SCORE:**	

RFP ATTACHMENT 6.3. (continued)

RESPONDENT LEGAL ENTITY NAME:								
Cost Item Description	**Proposed Cost**					**State Use ONLY**		
	May 1, 2016 – April 30, 2017	**May 1, 2017 – April 30, 2018**	**May 1, 2018 – April 30, 2019**	**Optional Year 1 May 1, 2019 – April 30, 2020**	**Optional Year 2 May 1, 2019 – April 30, 2021**	**Sum**	**Evaluation Factor**	**Evaluation Cost** (sum x factor)
State Use – Solicitation Coordinator Signature, Printed Name & Date:								

REFERENCE QUESTIONNAIRE

The standard reference questionnaire provided on the following pages of this attachment MUST be completed by all individuals offering a reference for the Respondent.

The Respondent will be solely responsible for obtaining completed reference questionnaires as required (refer to RFP Attachment 6.2., Technical Response & Evaluation Guide, Section B, Item B.17.), and for enclosing the sealed reference envelopes within the Respondent's Technical Response.

RFP # 30504-02416 REFERENCE QUESTIONNAIRE

REFERENCE SUBJECT: RESPONDENT NAME (completed by Respondent before reference is requested)

The "reference subject" specified above, intends to submit a response to the State of Tennessee in response to the Request for Proposals (RFP) indicated. As a part of such response, the reference subject must include a number of completed and sealed reference questionnaires (using this form).

Each individual responding to this reference questionnaire is asked to follow these instructions:

- complete this questionnaire (either using the form provided or an exact duplicate of this document);
- sign and date the completed questionnaire;
- seal the completed, signed, and dated questionnaire in a new standard #10 envelope;
- sign in ink across the sealed portion of the envelope; and
- return the sealed envelope containing the completed questionnaire directly to the reference subject.

(1) What is the name of the individual, company, organization, or entity responding to this reference questionnaire?

(2) Please provide the following information about the individual completing this reference questionnaire on behalf of the above-named individual, company, organization, or entity.

NAME:	
TITLE:	
TELEPHONE #	
E-MAIL ADDRESS:	

(3) What goods or services does/did the reference subject provide to your company or organization?

(4) What is the level of your overall satisfaction with the reference subject as a vendor of the goods or services described above?

Please respond by circling the appropriate number on the scale below.

	1	2	3	4	5	
least satisfied						**most satisfied**

RFP # 30504-02416 REFERENCE QUESTIONNAIRE — PAGE 2

If you circled 3 or less above, what could the reference subject have done to improve that rating?

(5) If the goods or services that the reference subject provided to your company or organization are completed, were the goods or services provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.

(6) If the reference subject is still providing goods or services to your company or organization, are these goods or services being provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.

(7) How satisfied are you with the reference subject's ability to perform based on your expectations and according to the contractual arrangements?

(8) In what areas of goods or service delivery does/did the reference subject excel?

(9) In what areas of goods or service delivery does/did the reference subject fall short?

(10) What is the level of your satisfaction with the reference subject's project management structures, processes, and personnel?

Please respond by circling the appropriate number on the scale below.

	1	2	3	4	5	
least satisfied						**most satisfied**

What, if any, comments do you have regarding the score selected above?

RFP # 30504-02416 REFERENCE QUESTIONNAIRE — PAGE 3

(11) Considering the staff assigned by the reference subject to deliver the goods or services described in response to question 3 above, how satisfied are you with the technical abilities, professionalism, and interpersonal skills of the individuals assigned?

Please respond by circling the appropriate number on the scale below.

	1	2	3	4	5	
least satisfied						**most satisfied**

What, if any, comments do you have regarding the score selected above?

(12) Would you contract again with the reference subject for the same or similar goods or services?

Please respond by circling the appropriate number on the scale below.

	1	2	3	4	5	
least satisfied						**most satisfied**

What, if any, comments do you have regarding the score selected above?

REFERENCE SIGNATURE:
(by the individual completing this request for reference information)

_____
(must be the same as the signature across the envelope seal)

DATE: _____

RFP ATTACHMENT 6.5.

SCORE SUMMARY MATRIX

	RESPONDENT NAME		*RESPONDENT NAME*		*RESPONDENT NAME*	
GENERAL QUALIFICATIONS & EXPERIENCE **(maximum: 30)**						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE:		**AVERAGE:**		**AVERAGE:**	
TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH **(maximum: 30)**						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE:		**AVERAGE:**		**AVERAGE:**	
ORAL PRESENTATION **(maximum: 10)**						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE:		**AVERAGE:**		**AVERAGE:**	
COST PROPOSAL **(maximum: 30)**	**SCORE:**		**SCORE:**		**SCORE:**	
TOTAL RESPONSE EVALUATION SCORE: **(maximum: 100)**						

Solicitation Coordinator Signature, Printed Name & Date:

RFP ATTACHMENT 6.6.

RFP # 30504-02416 *PRO FORMA* CONTRACT

The *Pro Forma* Contract detailed in following pages of this exhibit contains some "blanks" (signified by descriptions in capital letters) that will be completed with appropriate information in the final contract resulting from the RFP.

CONTRACT
BETWEEN THE STATE OF TENNESSEE,
OFFICE OF THE SECRETARY OF STATE,
TENNESSEE STATE LIBRARY AND ARCHIVES
AND
CONTRACTOR NAME

This Contract, by and between the State of Tennessee, Office of the Secretary of State, Tennessee State Library and Archives ("State") and Contractor Legal Entity Name ("Contractor"), is for the provision of a hosted Integrated Library System for the Library for the Blind and Physically Handicapped, as further defined in the "SCOPE." State and Contractor may be referred to individually as a "Party" or collectively as the "Parties" to this Contract.

The Contractor is a/an Individual, For-Profit Corporation, Non-Profit Corporation, Special Purpose Corporation Or Association, Partnership, Joint Venture, Or Limited Liability Company.
Contractor Place of Incorporation or Organization: Location
Contractor Edison Registration ID # Number

A. SCOPE:

A.1. The Contractor shall provide all goods or services and deliverables as required, described, and detailed below and shall meet all service and delivery timelines as specified by this Contract.

A.2. High-level Description. The Contractor shall provide and host for the duration of the contract a web-based Application Service Provider (ASP) model product in order to meet the State's requirements in order to support the State's program in providing an integrated library system for the Library for the Blind and Physically Handicapped (LBPH).

A.3. General Types of Services Required

a. Implementation – A.6.c.4.

b. Conversion – A.6.c.6.

c. Training – A.6.c.8.

d. Updates and Support – A.6.c.11.

A.4. Overview of System Functionality Required. The State envisions a system that provides a platform for seven general functional areas (modules). These are Circulation, Online Public Access Catalog (OPAC), Patron Management, Collection Management, Cataloging, Reporting, and Administration Functions.

a. System Functionality Detail.

1. Circulation Functionality. Included in circulation is the normal practice in in an automation system. These include but are not limited to: checking in and out of materials, allowing holds to be placed on certain materials, public access catalog, and notifications for the library staff that fines are outstanding.

2. Online Public Access Catalog. Including in an OPAC is the ability for the patron to search for materials within the collection of the library and be given information about that material, including location. This catalog should be available to patrons both on-site and off-site.

3. Patron Management. This includes but is not limited to: creation of new patron data, the ability to update current patron data, the capability to inform a patron of any outstanding fines or materials.

4. Collection Management. This includes but is not limited to: diagnostic reporting of the collection as whole and by its component parts, deleting materials from the collection, and adding/modifying/deleting sub-collections in the overall collection.

5. Cataloging Functionality. This includes but is not limited to: the creation of new bibliographic records, the editing of existing bibliographic records, importing new records, and exporting existing records.

6. Reporting Functionality. This includes but is not limited to: the ability for the library staff to run both pre-made reports and the ability to create new criteria for reports.

7. Administrative Functionality. This includes but is not limited to: the ability for some staff to override fines and overdue materials, create new users with defined permissions, running reports about the collection, patron data, or fines accrued/owed.

A.5. Project Management Services. The Contractor will apply the knowledge, skills, tools, and techniques necessary to manage this project effectively and efficiently in order to manage risk and meet scope, time and quality requirements. At a minimum, the State requires the Contractor to provide the below project management deliverables.

a. Project Management Plan. The Contractor will provide a Project Management Plan with subsidiary plans as necessary to manage this project effectively and efficiently. The Project Management Plan describes the overall approach used to manage the project and documents how to executed, monitor, and control the project. The Project Management Plan contains, at a minimum, the following:

1. Project Overview. The Project Overview must demonstrate the understanding of the State's need, business solution, project objectives, critical success factors, milestones, and assumptions and constraints.

2. State Project Coordinator. The State will appoint a State Coordinator for this project. This person will be charged with assisting the Contractor to create the project plan and will schedule regular meetings with the Contractor. It is expected that much additional communication will occur between the State Project Coordinator and the Contractor's implementation team and will consist of email discussions, phone conversations, and visits by Contractor staff as necessary.

A.6. Project Phases. The Contractor shall deliver and implement the ILS per the following project development phases. At the end of each phase the State will conduct a review in order to:

a. Ensure that project direction and goals remain consistent with the organizations' strategic plan and goals;

b. Measure the ongoing progress (i.e. budget, schedule, and deliverables) and identify potential problems for corrective actions; and,

c. Approve phase results and authorize further work. The phases of the strategy include the following:

1. Planning Phase.

a. General. For purposes of this Contract, the Planning Phase will combine project start up and planning activities. The purpose of this phase is two-fold. First, processes and procedures are put in place that will govern how the project is organized and managed. Second, business and user needs are analyzed to determine system configuration requirement and document the system configuration Profile.

b. The ILS project will require the coordination of skilled information technology professionals and effective communications both within the organization and to external stakeholders. Ongoing project management activities focus on ensuring that project resources are used efficiently and that the project outcomes deliver the desired product.

2. Tasks and Activities. The following planning tasks and activities will be provided by the Contractor during this phase:

   a. Create a Project Management Plan that includes:

      1. Communications plan;
      2. Technical approach;
      3. Physical and logical environments;
      4. Database conversion;
      5. System setup and configuration;
      6. User and administrative training;
      7. System test and user acceptance test; and,
      8. ILS implementation

   b. Work plan and schedule

   c. Project roles and responsibilities

   d. Quality management plan

   e. Conduct on-going project management that includes:

      1. Conduct project team meetings;
      2. Monitor progress towards key milestones;
      3. Manage open issues;
      4. Coordinator project team activities;
      5. Provide weekly work plan/schedule updates;
      6. Provide an open issues management report;
      7. Provide a weekly status report; and,

   f. ILS system level parameters

   g. Security groups and user profiles

   h. ILS location level parameters

3. Deliverables and Delivery Schedule.

Products	**Schedule of Delivery**

1. Project Management Plan	30 days from Contract Start Date
Communications plan	30 days from Contract Start Date
Technical approach	30 days from Contract Start Date
Work plan and schedule	30 days from Contract Start Date
Project roles and responsibilities	30 days from Contract Start Date
Quality management plan	30 days from Contract Start Date
2. Project status report	Weekly Updates (Due Mondays at Noon CST)
3. Open issues management report	Monthly Updates (Close of Business (COB) Last Friday of Each Month

4. ILS Implementation and Configuration Phase. It is intended that the ILS will run on the Contractor's system. LBPH will have their converted data installed on the Contractor's system and be available for library access twenty-four (24) hours a day. All backups, indexing, and database management will be the responsibility of the Contractor.

    a. Tasks and Activities. The following planning tasks and activities will be provided by the Contractor during this phase:

        1. Set up a reasonable timetable with LBPH for conversion, implementation, and a go-live date that will meet with the expectations of the library and the Contractor.

        2. Maintain communication throughout the configuration phase so the library is informed of where they are in the process.

        3. Acquiring policy and configuration data from LBPH.

        4. Conduct database testing, to ensure that the data from LBPH is accessible.

        5. Backups, indexing and database management.

        6. Conduct on-going project management that includes:

            a. Conduct project team meetings;

            b. Monitor progress toward the key milestones;

            c. Manage open issues;

            d. Coordinate project team activities;

            e. Provide a weekly work plan and schedule updates;

            f. Provide an open issues management report; and,

            g. Provide a weekly status report.

5. Deliverables and Delivery Schedule.

Products	**Schedule of Delivery**
1. Communication with LBPH	30 days from notification from State Library
Timetable for conversion	30 days from notification from State Library
Timetable for implementation	30 days from notification from State Library
Set a go-live date	30 days from notification from State Library
2. Acquire policy and configuration data	45 days from notification from State Library

3. Project status report	Weekly Updates (Due Mondays at Noon CST)
4. Open issues management report	Monthly Updates (Close of Business (COB) Last Friday of Each Month
5. Database testing	As per plan
6. Backups, indexing, database maintenance	As needed

6. Database Conversion Phase. The Contractor shall provide conversion of all legacy data to the ILS. All efforts shall be made by the Contractor to convert all bibliographic, patron, and circulation data successfully into the ILS.

    a. Tasks and Activities. The following planning tasks and activities will be provided by the Contractor during this phase:

        1. Identify data to be converted

        2. Create data-mapping schemas, including indexing schemas and authority control profiles

        3. Convert and load data

        4. Conduct data integrity testing, MARC validation testing, and data acceptance testing

        5. Conduct on-going project management that includes:

            a. Conduct project team meetings;

            b. Monitor progress toward the key milestones;

            c. Manage open issues;

            d. Coordinate project team activities;

            e. Provide weekly work plan/schedules updates;

            f. Provide an open issues management report; and

            g. Provide a weekly status report.

7. Deliverables and Delivery Schedule.

Products	**Schedule of Delivery**
1. Data migration	As per plan
Conversion plan	As per plan
Data load	As per plan
Data acceptance testing	As per plan
2. Project status report	Weekly Updates (Due Mondays at Noon CST)
3. Open issues management report	Monthly Updates (Close of Business (COB) Last Friday of Each Month

8. User and Operator Training Phase. The primary purpose of the user and operator training phase is to ensure that all appropriate staff have the opportunity for training and access to documentation and user guides.

    a. Tasks and Activities. The following planning tasks and activities will be provided by the Contractor during this phase:

1. Scheduling on-site training for LBPH staff.
2. Training will cover all aspects of the system.
3. Conduct on-going project management that includes:
    a. Conduct project team meetings;
    b. Monitor progress toward the key milestones;
    c. Manage open issues;
    d. Coordinate project team activities;
    e. Provide weekly work plan/schedule updates;
    f. Provide an open issues management report; and,
    g. Provide a weekly status report.

9. Deliverables and Delivery Schedule.

Products	Schedule of Delivery
1. Training	As per plan
Schedule training	As per plan
2. Project status report	Weekly Updates (Due Mondays at Noon CST)
3. Open issues management report	Monthly Updates (Close of Business (COB) Last Friday of Each Month

Comment [TA2]: Where is this training plan?

Comment [Liz3]: The training plan will be created by the vendor as part of the overall implementation plan. They will send us the agenda for training, and we will either approve it or send it back for revision.

10. Administrative Access. The Contractor shall provide administrative access to LBPH as well as an administrative login.

11. Updates and Support. The Contractor shall provide updates to the ILS software as needed for the duration of the contract. This support will be available both after traditional business hours during the week and also during the weekend.

12. Deliverables and Delivery Schedule.

Products	Schedule of Delivery
1. Annual Support	From the second year of service on, payment will be at the beginning of each service year.

A.7. Compliance with Enterprise Information Security Policies. The Contractor is required to meet all the security controls stated in the Tennessee *Enterprise Information Security Policies* (http://tn.gov/finance/topic/oir-security-policies), and conform to all applicable State and Federal laws regarding information security. As additional State and Federal Security and Regulatory requirements are imposed, the Contractor shall ensure that the environment content and applications are kept up to date with the emerging requirements.

A.8. Encryption. All data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the data. The Contractor shall ensure drive encryption consistent with validated cryptography standards as referenced in FIPS 140-2, Security Requirements for Cryptographic Modules for all personal data. The solution should support 256 bit encryption or latest State standard. This provision also applies to the data-at-rest and data-in-transit protections provided by the solution, even if protection of data-at-

rest and/or data-in-transit is implemented by external modules (rather than the solution itself). The State will hold all encryption keys.

A.9. Data Protection. The Contractor represents and warrants that use of the System as contemplated hereunder including, without limitation, Work Product and any software, will not result in the loss, destruction, deletion or of data integrity issues of any State's data that is not easily retrievable or the alteration of any of State's data that is not easily reversed.

Should the System fail for any reason, the Contractor must facilitate the following recovery points:

a. Recovery time objective – the data must be recovered within twenty four (24) hours of system failure.

b. Recovery point objective – recovered data must include all patron, bibliographic, and circulation data in addition to any system settings, including policy tables and automated reports or other automated processes.

A.10. Separation of Duties. To reduce the risk of accidental change or unauthorized access to operational software and business data, there should be a separation of duties based on development, test, and operational facilities.

Confidential data should not be copied into test and development systems. Development and test environments should not be directly connected to production environments. Data and operational software test systems should emulate production systems as closely as possible. The Contractor shall limit staff knowledge of State data to that which is absolutely necessary to perform job duties.

A.11. Removable Media. Removable media should be sanitized prior to removing it from the facilities for maintenance or repair. Removable media should be disposed of securely when no longer required, using approved State procedures. Removable media containing confidential information, confidential data, or sensitive data must be protected against unauthorized access, misuse or corruption during transport.

A.12. Security Plan. The Contractor shall prepare and deliver a comprehensive written Security Plan describing how the System's application security features shall satisfy the security requirements found in this contract. The Plan shall include all recommended levels of security, limitations of capabilities, and any required rules, and shall incorporate any reasonable and lawful requests or requirements of the State. The format and content of security tables shall be included, as well as the recommended starting phase for establishing security profiles. Further, and without limitation, the Security Plan shall demonstrate how Contractor shall:

a. Protect all information and information systems in order to ensure:

1. Integrity, which means guarding against improper information modification or destruction, and includes ensuring information authenticity;

2. Confidentiality, which means preserving authorized restrictions on access and disclosure, including means for protecting personal privacy and proprietary information; and

3. Availability, which means ensuring timely and reliable access to and use of information.

b. Secure the System and the information contained therein that connects to the State network, or any network operated by the Contractor, regardless of location.

c. Adopt and implement, at a minimum, the policies, procedures, controls, and standards of the States' *Enterprise Information Security Policies* to ensure the integrity, confidentiality, and

availability of information and information systems for which the Contractor is responsible under this contract or to which it may otherwise have access under this contract.

d. The Contractor shall ensure that each user role is based on the business functions they are required to perform. The State has the right to perform manual or automated audits, scans, reviews, or other inspections of the Contractor's IT environment being used to provide or facilitate services for the State. The State reserves the right to verify the infrastructure and security test results.

e. The Contractor shall not publish or disclose in any manner, without the State's written consent, the details of any safeguards either designed, developed, or implemented by the Contractor under this contract or otherwise provided by the State.

f. Access to State Data shall be limited to the Contractor's State-assigned employees. Staff with data access shall sign a nondisclosure agreement and a security agreement. To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of State data, the Contractor shall afford the State access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases. The contractor shall make appropriate personnel available for interviews and provide all necessary documentation during this review.

g. The Contractor shall disclose its non-proprietary security processes and technical limitations to the State such that adequate protection and flexibility can be attained between the State and the Contractor. The State and the Contractor shall understand each other's roles and responsibilities.

h. The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own personal data.

A.13. Malicious Code. The Contractor shall represent and warrant that the Software, Application and Network shall be free from all computer viruses, worms, time-outs, other harmful or malicious code intended to or which may damage, disrupt, inconvenience or permit access to the Software user's or another's software, hardware, networks, data or information. If the Contractor is aware of any security incident, vulnerability or other malicious code within their software or network the Contractor shall immediately disclose this information to the State via telephone and e-mail, as well as identify a timeline to mitigate and eliminate the risk.

A.14. Protection of Information. The Contractor shall be responsible for properly protecting all information used, gathered, or developed as a result of work under this contract. It is anticipated that this information will be gathered, created, and stored within the primary work location. If contractor personnel must remove any information from the primary work area they should protect it to the same extent they would their own proprietary data and/or company trade secrets. The use of any information that is subject to the Privacy Act will be utilized in full accordance with all rules of conduct as applicable to Privacy Act Information. The State will retain unrestricted rights to State data. The State also maintains the right to request full copies of the data at any time.

The data that is processed and stored by the various applications within the network infrastructure contains financial data as well as Personally Identifiable Information (PII). This data shall be protected against unauthorized access, disclosure or modification, theft, or destruction. The Contractor shall ensure that the facilities that house the network infrastructure are physically secure. The data must be available to the State upon request within one business day or within the timeframe specified otherwise, and shall not be used for any other purpose other than that specified herein. The contractor shall provide requested data at no additional cost to the State..

A.15. Confidentiality and Non-Disclosure. The State has unlimited data rights to all deliverables and associated working papers and materials.

All documents produced for this project are the property of the State and cannot be reproduced, or retained by the contractor. All appropriate project documentation will be given to the State during and at the end of this contract. The contractor shall not release any information without the written consent of the State. Personnel working on any of the described tasks may, at State request, be required to sign formal non-disclosure and/or conflict of interest agreements to guarantee the protection and integrity of State information and documents. Data will only be disclosed to authorized personnel on a Need-To-Know basis. The contractor shall ensure that appropriate administrative, technical, and physical safeguards are established to ensure the security and confidentiality of this information, data, and/or equipment is properly protected. Any information made available to the Contractor by the State shall be used only for the purpose of carrying out the provisions of this contract and shall not be divulged or made known in any manner to any persons except as may be necessary in the performance of the contract. In performance of this contract, the Contractor assumes responsibility for protection of the confidentiality of State records. Each officer or employee of the Contractor to whom any State record may be made available or disclosed shall be notified in writing by the Contractor that information disclosed to such officer or employee can be used only for that purpose and to the extent authorized herein. Further disclosure of any such information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions.

A.16. Data Location. The Contractor shall provide its services to the State and its end users solely from data centers in the United States of America. Storage of State data at rest shall be located solely in data centers in the U.S. The Contractor shall not allow its personnel or contractors to store State data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The Contractor shall permit its personnel and contractors to access State data remotely only as required to provide technical support solely within the U.S.

A.17. Data Ownership. The State will own all right, title and interest in its data that is related to the services provided by this contract. The Contractor shall not access State user accounts or State data except:

a. In the course of data center operations,

b. In response to service or technical issues,

c. As required by the express terms of this contract, or

d. At the State's written request.

All data obtained by the Contractor in the performance of this contract shall become and remain the property of the State.

At the closure of the Contract, the Contractor shall sanitize all digital media containing State information and shall destroy all hard copies of state data only after providing a digital copy of all State information to the State at no additional cost, and after the copy is confirmed as correct by the State. This copy must include all patron, bibliographic, and circulation data.

Protection of personal privacy and data shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of State information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of State information and comply with the following conditions:

a. At no time shall any data or processes that either belong to or are intended for the use of the State or its officers, agents or employees, be copied, disclosed or retained by the Contractor for subsequent use in any transaction that does not include the State.

b. The Contractor shall not use any information collected in connection with the service issued from this proposal for any purpose other than fulfilling the service.

A.18. Import and Export of Data. The State shall have the ability to Import or export data piecemeal or in entirety at its discretion without interference from the Contractor. This includes the ability for the State to import or export data to or from other service providers.

A.19. Security Incident and Data Breach. The Contractor shall inform the State of any security incident or data breach. The Contractor may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the contract. Discussing security incidents with the State should be handled on an urgent as-needed basis, as part of Contractor communication and mitigation processes as mutually agreed upon, defined by law or contained in the contract.

The Contractor shall report any security incident to the appropriate State identified contact immediately. If the Contractor has actual knowledge of a confirmed data breach that affects the security of any State content that is subject to applicable data breach notification law, the Contractor shall

a. Promptly notify the appropriate State identified contact within 24 hours or sooner, unless shorter time is required by applicable law,

b. Take commercially reasonable measures to report perceived security incidents to address the data breach in a timely manner,

c. Cooperate with the State as reasonably requested by the State to investigate and resolve the data breach,

d. Promptly implement necessary remedial measures, if necessary, and

e. Document responsive actions taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

Unless otherwise stipulated, if a data breach is a direct result of the Contractor breach of its contract obligation to encrypt personal data or otherwise prevent its release, the Contractor shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by state law; (3) a credit monitoring service required by state (or federal) law; (4) a website or a toll-free number and call center for affected individuals required by state law - all not to exceed the average per record per person cost calculated for data breaches in the United States (currently $201 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the data breach; and (5) complete all corrective actions as reasonably determined by Contractor based on root cause; all [(1) through (5)] subject to this contract's limitation of liability.

A.20. Access to Security Logs and Reports. The Contractor shall provide reports to the State in a format as agreed to by both the Contractor and the State. Reports shall include latency statistics, user access, user access IP address, user access history and security logs for all State files related to this contract.

A.21. Security Audits. The State may conduct audits of Contractor's compliance with the State's Enterprise Information Security Policy ("The Policy") or under this Contract, including those obligations imposed by Federal or State law, regulation or policy. The Policy, as may be periodically revised, can be located at the following link: http://www.tn.gov/finance/oir/security/secpolicy.html. The State's right to conduct security audits is independent of any other audit or monitoring required by this Contract. The timing and frequency of such audits shall be at the State's discretion and may, but not necessarily shall, be in response to a security incident.

A security audit may include the following: (i) review of access logs, screen shots and other paper or electronic documentation relating to Contractor's compliance with the Policy. This may include review of documentation relevant to subcontractors or suppliers of security equipment and services used with respect to State data; (ii) physical inspection of controls such as door locks, file storage, communications systems, and employee identification procedures; and (iii) interviews of responsible technical and management personnel regarding security procedures.

Contractor shall provide reports or additional information upon request of the state and access by the State or the State's designated staff to Contractor's facilities and/or any location involved with providing services to the State or involved with processing or storing State data, and Contractor shall cooperate with State staff and audit requests submitted under this Section. Any confidential information of either party accessed or disclosed during the course of the security audit shall be treated as set forth under this Contract or federal or state law or regulations. Each party shall bear its own expenses incurred in the course of conducting this security audit. Contractor shall at its own expense promptly rectify any non-compliance with the Policy or other requirements identified by this security audit and provide proof to the State thereof.

A.22. Change Control and Advance Notice. The Contractor shall give advance notice to the State of any upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance. A major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics. It usually includes a new version number.

A.23. Security Certification, Accreditation, Audit. At the State's request, the contractor shall provide proof of any security certifications, accreditation, or audit on a yearly basis to the State to validate the hosting solution security. (Examples: SOC 2 Type II/ SOC 3, ISO 27001).

A.24. Physical Security. All enterprise data processing facilities that process or store data shall have multiple layers of physical security. Each layer should be independent and separate of the preceding and/or following layer(s).

All facilities should have, at a minimum, a single security perimeter protecting it from unauthorized access, damage and/or interference. Secure areas should be protected by appropriate entry controls to restrict access only to authorized personnel. Procedures for working in secure areas should be created and implemented. Access points such as delivery and loading areas and other points where unauthorized persons could enter the premises should be controlled, and if possible, isolated from information processing facilities. Equipment should be located in secured areas or protected to reduce the risks from environment threats and hazards, and to reduce the opportunities for unauthorized access. Secured cabinets or facilities should support further segregation based on role and responsibility.

Users should ensure that unattended data processing equipment has appropriate protection. All systems and devices owned and operated by or on behalf of the State should be configured to clear and lock the screen or log the user off the system after a defined period of inactivity.

The Contractor shall perform an independent audit of its data centers at least annually at its expense, and provide a redacted version of the audit report upon request. The Contractor may remove its proprietary information from the redacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit.

A.25. Assessment of the System.

a. The contractor shall comply with requirements, including making available any documentation, physical access, and logical access needed to support this requirement. The contractor shall create, maintain and update logs and documentation according to certification standard controls.

b. Information systems must be reassessed by the State whenever there is a significant change to the system's security posture.

c. The State reserves the right to perform Penetration Testing. If the State exercises this right, the Contractor shall allow State employees (or designated third parties) to conduct Security Assessment activities to include control reviews. Review activities include but are not limited to scanning operating systems, web applications, wireless scanning; network device scanning to include routers, switches, and firewall, and IDS/IPS; databases and other applicable systems, including general support structure, that support the processing, transportation, storage, or security of State information for vulnerabilities.

d. The Contractor is responsible for mitigating all security risks found during Assessment and continuous monitoring activities. All high-risk vulnerabilities and moderate risk vulnerabilities must be mitigated within 30 days from the date vulnerabilities are formally identified. The State will determine the risk rating of vulnerabilities.

The Contractor shall certify applications are fully functional and operate correctly as intended on systems using the Standard State Desktop Configuration. The standard installation, operation, maintenance, updates, and/or patching of software shall not alter the configuration settings from the approved configuration. Applications designed for normal end users shall run in the standard user context without elevated system administration privileges. Contractor shall provide all services requested through this Contract within the context of the technical environment described in *Tennessee Information Resources Architecture*.

A.26. Click Through Licenses. No “click through” licenses or provisions will be allowed during this contract.

A.27. System Patching and Penetration Scanning.

a. The Contractor will conduct periodic and special vulnerability scans, and install software / hardware patches and upgrades to protect all automated information assets. These audits shall be performed by a third party qualified to perform such tests, including penetration tests of the internal and external user interface, annually.

b. The Contractor must submit, for review and approval by the State, the proposed scope of testing as well as the name and qualifications of the party performing the tests. The Contractor is responsible for the costs of this testing.

c. The State may elect to perform independent testing.

d. The Contractor must report the results of the vulnerability scans described above to the State within 10 calendar days following the Contractor’s receipt of said results.

e. The Contractor must address and resolve any vulnerability as directed by the State. The Contractor must arrange for repeat testing to ensure that all identified vulnerabilities have been addressed as directed by the State.

A.28. Warranty. Contractor represents and warrants that the term of the warranty (“Warranty Period”) shall be the greater of the Term of this Contract or any other warranty general offered by Contractor, its suppliers, or manufacturers to customers of its goods or services. The goods or services provided under this Contract shall conform to the terms and conditions of this Contract throughout the Warranty Period. Any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a “Defect” and shall be considered “Defective.” If Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect, at no additional charge.

Contractor represents and warrants that the State is authorized to possess and use all equipment, materials, software, and deliverables provided under this Contract.

Contractor represents and warrants that all goods or services provided under this Contract shall be provided in a timely and professional manner, by qualified and skilled individuals, and in conformity with standards generally accepted in Contractor's industry.

If Contractor fails to provide the goods or services as warranted, then Contractor will re-provide the goods or services at no additional charge. If Contractor is unable or unwilling to re-provide the goods or services as warranted, then the State shall be entitled to recover the fees paid to Contractor for the Defective goods or services. Any exercise of the State's rights under this Section shall not prejudice the State's rights to seek any other remedies available under this Contract or applicable law.

A.29. Inspection and Acceptance. The State shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, the State determines that the goods or services are Defective, the State shall notify Contractor, and Contractor shall re-deliver the goods or provide the services at no additional cost to the State. If after a period of thirty (30) days following delivery of goods or performance of services the State does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the State.

B. TERM OF CONTRACT:

B.1. This Contract shall be effective on May 1, 2016 ("Effective Date") and extend for a period of thirty-six (36) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

B.2. Renewal Options. This Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to two (2) renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Written Dollar Amount ($Number) ("Maximum Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.

C.2. Compensation Firm. The payment methodology in Section C.3. of this Contract shall constitute the entire compensation due the Contractor for all goods or services provided under this Contract regardless of the difficulty, materials or equipment required. The payment methodology includes all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Contractor.

C.3. Payment Methodology. The Contractor shall be compensated based on the payment methodology for goods or services authorized by the State in a total amount as set forth in Section C.1.

a. The Contractor's compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.

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

Description	May 1, 2016 – April 30, 2017	May 1, 2017 – April 30, 2018	May 1, 2018 – April 30, 2019	Optional Year 1 May 1, 2019 – April 30, 2020	Optional Year 2 May 1, 2020 – April 30, 2021

ILS Installation and Configuration Including vendor-provided supervision of total implementation process and profile customization.	**$**				
Conversion and Migration of Data Including any data processing work necessary for successful implementation of system, and including at least two full patron and bibliographic data imports.	**$**				
Training Twelve staff members to be trained on all modules except system administration in-person at our facility for a total of at least three full days, including administration training for three staff members in-person at TSLA; unlimited access to all web-based training for the full contract period.	**$**				
Annual Maintenance Cost	**$** **/ year**	**$** **/ year**	**$** **/ year**	**$** **/ year**	**$** **/ year**

C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel time, travel expenses, meals, or lodging.

C.5. Invoice Requirements. The Contractor shall invoice the State only for goods delivered and accepted by the State or services satisfactorily provided at the amounts stipulated in Section C.3., above. Contractor shall submit invoices and necessary supporting documentation, no more frequently than once a month, and no later than thirty (30) days after goods or services have been provided to the following address:

Maria Sochor
Director of the Library for the Blind and Physically Handicapped
Tennessee State Library and Archives
403 7th Avenue North
Nashville, TN 37243

a. Each invoice, on Contractor's letterhead, shall clearly and accurately detail all of the following information (calculations must be extended and totaled correctly):

(1) Invoice number (assigned by the Contractor);
(2) Invoice date;
(3) Contract number (assigned by the State);

(4) Customer account name: Office of the Secretary of State, Tennessee State Library and Archives;
(5) Customer account number (assigned by the Contractor to the above-referenced Customer);
(6) Contractor name;
(7) Contractor Tennessee Edison registration ID number;
(8) Contractor contact for invoice questions (name, phone, or email);
(9) Contractor remittance address;
(10) Description of delivered goods or services provided and invoiced, including identifying information as applicable;
(11) Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced;
(12) Applicable payment methodology (as stipulated in Section C.3.) of each good or service invoiced;
(13) Amount due for each compensable unit of good or service; and,
(14) Total amount due for the invoice period.

b. Contractor's invoices shall:

(1) Only include charges for goods delivered or services provided as described in Section A and in accordance with payment terms and conditions set forth in Section C;
(2) Only be submitted for goods delivered or services completed and shall not include any charge for future goods to be delivered or services to be performed;
(3) Not include Contractor's taxes, which includes without limitation Contractor's sales and use tax, excise taxes, franchise taxes, real or personal property taxes, or income taxes; and,
(4) Include shipping or delivery charges only as authorized in this Contract.

c. The timeframe for payment (or any discounts) begins only when the State is in receipt of an invoice that meets the minimum requirements of this Section C.5.

C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or other matter. A payment by the State shall not be construed as acceptance of goods delivered, any part of the services provided, or as approval of any amount invoiced.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment that is determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, to not constitute proper compensation for goods delivered or services provided.

C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee, any amounts that are or shall become due and payable to the State of Tennessee by the Contractor.

C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following, properly completed documentation.

a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and

b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the

Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

D. MANDATORY TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Contract until it is duly approved by the Parties and all appropriate State officials in accordance with applicable Tennessee laws and regulations. Depending upon the specifics of this Contract, this may include approvals by the Commissioner of Finance and Administration, the Commissioner of Human Resources, the Comptroller of the Treasury, and the Chief Procurement Officer. Approvals shall be evidenced by a signature or electronic approval.

D.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective Party at the appropriate mailing address, facsimile number, or email address as stated below or any other address provided in writing by a Party.

The State:

Maria Sochor, Director of the Library for the Blind and Physically Handicapped
Tennessee State Library and Archives
403 7th Avenue North
Nashville, TN 37243
maria.sochor@tn.gov
Telephone # 615-741-1171

The Contractor:

Contractor Contact Name & Title
Contractor Name
Address
Email Address
Telephone # Number
FAX # Number

All instructions, notices, consents, demands, or other communications shall be considered effective upon receipt or recipient confirmation as may be required.

D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable State officials.

D.4. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Contract upon written notice to the Contractor. The State's exercise of its right to terminate this Contract shall not constitute a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the State terminates this Contract due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date. Should the State exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.

D.5. Termination for Convenience. The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least thirty (30) days written notice before the termination date. The Contractor shall be entitled to compensation for all

conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Contractor for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.

D.6. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract ("Breach Condition"),the State shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Contract.

D.7. Assignment and Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without the prior written approval of the State. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.

D.8. Conflicts of Interest. The Contractor warrants that no part of the Contractor's compensation shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed under this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six (6) months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee.

D.9. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal or state law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.10. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment One, semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.

b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current,

written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.

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 notice by the State.

d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.

e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.

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 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.

D.12. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.13. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.

D.14. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.

D.15. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one Party are not employees or agents of the other Party.

D.16 Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless for any costs to the State arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.

D.17. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position,

time, money, 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's total liability under this Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability. This limitation of liability is cumulative and not per incident.

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 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.

D.19. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all 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 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.

D.20. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Contract.

a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.

b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.

c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.

d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

D.21. Tennessee Consolidated Retirement System. Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, *et seq*., the law governing the Tennessee Consolidated Retirement System ("TCRS"), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-35-101, *et seq.*, accepts State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.

D.22. Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.

D.23. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and,

d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

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 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 until Contractor resumes performance of the 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.

D.25. State and Federal Compliance. The Contractor shall comply with all applicable state and federal laws and regulations in the performance of this Contract.

D.26. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 407.

D.27. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.

D.28. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.

D.29. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

D.30. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:

a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below), which includes Attachment One;
c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
d. the State solicitation, as may be amended, requesting responses in competition for this Contract;
e. any technical specifications provided to proposers during the procurement process to award this Contract; and,
f. the Contractor's response seeking this Contract.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.

E.2. 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.

Upon termination of the Contract, all Confidential Information in the Contractor's possession shall be returned to the State or destroyed by the Contractor as determined and directed by the State.

The obligations set forth in this Section shall survive the termination of this Contract.

E.3. Security and Standards-Compliance Requirements.

a. Personally Identifiable Information. While performing its obligations under this Contract, Contractor may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Contractor agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Contractor shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Contractor and in accordance with this Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Contractor shall immediately notify State: (1) of any disclosure or use of any PII by Contractor or any of its employees, agents and representatives in breach of this Contract; and (2) of any disclosure of any PII to Contractor or its employees, agents and representatives where the purpose of such disclosure is not known to Contractor or its employees, agents and representatives. The State reserves the right to review Contractor's policies and procedures used to maintain the security and confidentiality of PII and Contractor shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify and/or procure that Contractor is in full compliance with its obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Contractor shall immediately return to the State any and all PII which it has received under this Contract and shall destroy all records of such PII.

   The Contractor shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Contractor ("Unauthorized Disclosure") that come to the Contractor's attention. Any such report shall be made by the Contractor within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Contractor. Contractor shall take all necessary measures to halt any further Unauthorized Disclosures. The Contractor, at the sole discretion of the State, shall provide no-cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Contractor shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Contract or otherwise available at law.

b. Security Audit. The State may conduct audits of Contractor's compliance with the State's Enterprise Information Security Policy ("The Policy") or under this Contract, including those obligations imposed by Federal or State law, regulation or policy. The Policy, as may be periodically revised, can be located at the following link: http://tn.gov/finance/topic/oir-security-policies. The State's right to conduct security audits is independent of any other audit or monitoring required by this Contract. The timing and frequency of such audits shall be at

the State's discretion and may, but not necessarily shall, be in response to a security incident.

A security audit may include the following: (i) review of access logs, screen shots and other paper or electronic documentation relating to Contractor's compliance with the Policy. This may include review of documentation relevant to subcontractors or suppliers of security equipment and services used with respect to State data; (ii) physical inspection of controls such as door locks, file storage, communications systems, and employee identification procedures; and (iii) interviews of responsible technical and management personnel regarding security procedures.

Contractor shall provide reports or additional information upon request of the state and access by the State or the State's designated staff to Contractor's facilities and/or any location involved with providing services to the State or involved with processing or storing State data, and Contractor shall cooperate with State staff and audit requests submitted under this Section. Any confidential information of either party accessed or disclosed during the course of the security audit shall be treated as set forth under this Contract or federal or state law or regulations. Each party shall bear its own expenses incurred in the course of conducting this security audit. Contractor shall at its own expense promptly rectify any non-compliance with the Policy or other requirements identified by this security audit and provide proof to the State thereof.

E.3. Ownership of Software and Work Products.

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 solely for State.

(3) "Rights Transfer Application Software," shall mean any pre-existing application software owned by Contractor or a third party, provided to State and to which Contractor will grant and assign, or will facilitate the granting and assignment of, all rights, including the source code, to State.

(4) "Third-Party Software," shall mean software not owned by the State or the Contractor.

(5) "Work Product," shall mean all deliverables exclusive of hardware, such as software, software source code, documentation, planning, etc., that are created, designed, developed, or documented by the Contractor exclusively for the State during the course of the project using State's money or resources, including Custom-Developed Application Software. If the deliverables under this Contract include Rights Transfer Application Software, the definition of Work Product shall also include such software. Work Product shall not include Contractor-Owned Software or Third-Party 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 granted under this Contract.

(2) All right, title and interest in and to the Work Product, 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 Work Product, 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 Work Product, including without limitation the copyrights, patents, trade secrets, and other intellectual property rights arising out of or embodied by the Work Product. 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.

(3) 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 granted under this Contract.

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 similar to or competitive with those that are produced under this Contract.

E.4. Software License Warranty. Contractor grants a license to the State to use all software provided under this Contract in the course of the State's business and purposes.

E.5. Software Support and Maintenance Warranty. Contractor shall provide to the State all software upgrades, modifications, bug fixes, or other improvements in its software that it makes generally available to its customers.

E.6. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's Response to 30504-02416 (Attachment One) and resulting in this Contract.

The Contractor shall assist the State in monitoring the Contractor's performance of this commitment by providing, as requested, a quarterly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, and Tennessee service-disabled veterans. Such reports shall be provided to the State of Tennessee Governor's Office of Diversity Business Enterprise in the required form and substance.

E.7. Intellectual Property. 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 or suits which may be brought against the State concerning or arising out of any claim of an alleged patent, copyright, trade secret or other intellectual property infringement. In any such claim or action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any settlement or final judgment, and the Contractor shall be responsible for all legal or other fees or expenses incurred by the State arising from any such claim. The State shall give the Contractor notice of any such claim or suit, however, the failure of the State to give such notice shall only relieve Contractor of its obligations under this Section to the extent Contractor can demonstrate actual prejudice arising from the State's failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State of Tennessee in any legal matter, as provided in Tenn. Code Ann. § 8-6-106.

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME:

CONTRACTOR SIGNATURE **DATE**

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

TENNESSEE STATE LIBRARY AND ARCHIVES:

CHARLES A. SHERRILL, STATE LIBRARIAN AND ARCHIVIST **DATE**

TENNESSEE DEPARTMENT OF STATE, OFFICE OF THE SECRETARY OF STATE:

TRE HARGETT, SECRETARY OF STATE **DATE**

ATTACHMENT ONE

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. Attach evidence documenting the individual's authority to contractually bind the Contractor, unless the signatory is the Contractor's chief executive or president.

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION