STATE OF TENNESSEE
TREASURY DEPARTMENT

REQUEST FOR PROPOSALS # 30901-27415
AMENDMENT # 1
FOR ALTERNATIVE INVESTMENT MANAGEMENT SYSTEMS

DATE: April 24, 2015

RFP # 30901-27415 IS AMENDED AS FOLLOWS:

1. **This RFP Schedule of Events updates and confirms scheduled RFP dates.** Any event, time, or date containing revised or new text is highlighted.

EVENT	TIME (central time zone)	DATE
1. RFP Issued		03.27.2015
2. Disability Accommodation Request Deadline	2:00 p.m.	04.01.2015
3. Notice of Intent to Respond Deadline	2:00 p.m.	04.08.2015
4. Written "Questions & Comments" Deadline	2:00 p.m.	04.15.2015
5. State Response to Written "Questions & Comments"		04.24.2015
6. Response Deadline	2:00 p.m.	05.05.2015
7. State Completion of Technical Response Evaluations		05.13.2015
8. State Opening & Scoring of Cost Proposals	2:00 p.m.	05.15.2015
9. State Notice of Intent to Award Released and RFP Files Opened for Public Inspection	2:00 p.m.	05.21.2015
10. End of Open File Period		05.28.2015
11. State sends contract to Contractor for signature		05.29.2015
12. Contractor Signature Deadline	2:00 p.m.	06.08.2015
13. Contract Effective Date		06.15.2015

2. **State responses to questions and comments in the table below amend and clarify this RFP.**

   Any restatement of RFP text in the Question/Comment column shall NOT be construed as a change in the actual wording of the RFP document.

	QUESTION / COMMENT	STATE RESPONSE
1	**RFP Attachment 6.2, Section D:** Are the narratives in addition to the comments provided in the systems matrix?	Please see the revised instructions in Section D provided in Item 5 of this Amendment.
2	Would the Treasury be opposed to a single solution comprised of two proprietary systems?	A single solution composed of proprietary systems would be acceptable, provided they are integrated into one interface (no switching between systems to utilize CRM and PM components), and there is one contact for support for both systems.
3	What is the breakdown of assets among each portfolio?	The most recent data we have available is as of September 30, 2014. Please see Attachment 4 for the Fund Name, NAV, and Commitment Level for our closed end funds, and an aggregate dollar amount for our real estate portfolio separate accounts.
4	What will be the aggregate AUM of the portfolios at time of conversion?	The State is unable to estimate this amount. Please refer to Attachment 4 for AUM as of September 30, 2014, the most recent date for while we have reliable information.
5	What is/are the structure of the fund(s)?	Private Equity, Strategic Lending, and Real Estate all participate in closed end funds. Real Estate also includes separate accounts.
6	What are the vintage years for each historical fund?	Please see Attachment 4.
7	How many entities within each fund?	This varies by fund. Please refer to Amendment 4 to see the list of funds in which the State is a partner.
8	What is the average # of transactions per quarter per entity?	The State is procuring the proposed system in part because it would like to improve tracking of this type of data.
9	What is the average # of investors per entity?	The State is unable to estimate this number.
10	How many total contacts to be imported into new solution?	The State is unable to determine this number at this time.
11	**Page 42, A.4 Service Description (c) Requirements verification and Fit-Gap Analysis (v) Hosting Environment** Our company utilizes a secure, Tier III data center to house equipment.	The State is not willing to revise the existing language in A.4(c)(v) of RFP Attachment 6.6, Pro Forma Contract. The State will require the selected Contractor to provide a secure, Tier IV data center to house equipment.
12	**Page 47, A.4 Service Description (m) Support and Maintenance (i) Support 6.** We are happy to discuss our support procedures with you after a mutual NDA is in place.	The State is not willing to revise the existing language in A.4(m)(i) of RFP Attachment 6.6, Pro Forma Contract. The State will require the selected Contractor to provide the minimum support outlined in A.4(m)(i). Additionally, this RFP requires that all respondents provide written responses to each question. Verbal responses cannot be accepted. Please note that

QUESTION / COMMENT	STATE RESPONSE
	the RFP files are open for public inspection following the release of the Notice of Intent to Award (found in RFP Section 2.1). Proposals received pursuant to this RFP are subject to public inspection under open records laws found in Tennessee Code Annotated § 10-7-504(a)(7). Therefore, we are unable to enter into NDAs with RFP respondents.
13 **Page 47, A.4 Service Description (m) Support and Maintenance (i) Support 7.** We are happy to discuss our support procedures with you after a mutual NDA is in place	See response to Question 12 above.
14 **Page 57, C.4 Travel Compensation** We cannot agree to this. It is our policy that travel and expenses be pre-approved, of course, and reimbursed for.	The State is not willing to revise the current language in C.4.
15 **Page 59, D.5 Termination of Convenience** It is Our policy that we cannot agree to this.	The State is not willing to revise the current language in D.5.
16 **Page 62, D.22 Tennessee Department of Revenue Registration** If possible, please elaborate as to what requirements are contained in Tenn. Code Ann. §§ 67-6-601 – 608.	The provisions of Tennessee Code Annotated, §§ 67-6-601 – 608, contain registration requirements with the Tennessee Department of Revenue for sales and use taxes that may apply. These provisions, as well as Tennessee Code Annotated § 67-6-102, containing definitions, can be found at http://www.lexisnexis.com/hottopics/tncode/. Should you have questions regarding whether or not registration is required, please contact TN.Revenue@tn.gov.
17 **Page 63, D.26 Governing Law** It is Our policy that we cannot agree to this. The majority of our contracts are in Delaware law.	The State is not willing to revise the current language in D.26.
18 **Page 64, D.30 Incorporation of Additional Documents (c)** It is Our policy that we cannot agree to this.	The State is not willing to revise the current language in D.30(c).
19 **Pursuant to Section 3.6 of the RFP**, would the State consider outsourcing the production and management of the requirements as specified in Section D and/or Attachment 2 of the RFP while simultaneously providing a platform that enables the State to receive/consume the stated requirements? - If yes, should the proposed outsourced activities being included in the Cost Proposal as ongoing support and	The State is not willing to accept an outsourced solution to fulfill the requirements set forth in Section D and/or Attachment 2.

	QUESTION / COMMENT	STATE RESPONSE
	maintenance	
20	**Specific to Attachment 2** - Within questions 24-26 (and throughout) on the System tab, is the State looking for underlying fund level exposures, portfolio company exposures or both?	The state desires to track fund strategy exposures such as venture capital, buyout, mezzanine debt, office, retail, etc. Additionally, at the portfolio company level we desire to track industry exposures, e.g. S&P GICS.
21	**Specific to Attachment 2 -** On the System tab, can the State specify what its preferred PME methodology is?	Any industry-accepted PME methodology may be used, e.g. mPME, Kaplan-Schoar, PME+, provided it is consistent across the system.
22	**Specific to Attachment 2 -** On the Reporting & Analytics tab questions 3 and 4, can the State elaborate on what the a sample event trigger would entail?	A sample event trigger would be a breach of a compliance rule.
23	**Specific to Attachment 2 -** On the Reporting & Analytics tab question 10, is the State looking for these metrics at the underlying fund level on a blended basis or at the individual property level?	Both, where data is available.
24	Is there a time for a demo of the software as part of the evaluation? We do not see any demo in the schedule.	No, there will be no oral presentations for this RFP. Please include screen shots of the system where requested in the RFP.
25	Could you please further clarify the meaning of question 11 on the Reporting and Analytics Tab: "Ability to control priority of any report building processes based on user defined criteria."	The State has removed this requirement in Item 10 of this amendment.

3. **Delete Item C.6.(a) under RFP Attachment 6.2, Section C, in its entirety and insert the following in its place:**

   (a) The Respondent's understanding of and ability to satisfy the requirements for the Kickoff Meeting and Presentation as described in Pro Forma Contract Section A.4.~~(a)~~.

4. **Renumber Item Ref. C.10. under RFP Attachment 6.2, Section C, as Item Ref. C.9.**

5. **Delete the first paragraph under RFP Attachment 6.2, Section D, in its entirety and insert the following in its place:**

   SECTION D: SYSTEM REQUIREMENTS MATRIX.

   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 for calculating the section score as indicated.

For Item D.1., Respondent must provide responses ~~to this section~~ in the Excel file provided as RFP Attachment 2 – System Requirements Matrix, and must provide both an electronic submission of the file in Excel format, and a printed copy of the same Excel file in its proposal. (Do not submit these files in PDF format.) The Valid Response Codes for each requirement are shown below and on the first worksheet of the Excel workbook, "Instructions." The Proposer must respond to ALL requirement items.

6. **Delete the text on the first page of RFP Attachment 6.6, Pro Forma Contract, in its entirety and insert the following in its place:**

~~RFQ~~ RFP # 30901-27415 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 ~~RFQ~~ RFP.

7. **Delete the first paragraph under RFP Attachment 6.6, Pro Forma Contract, Section A.4.(b), in its entirety and insert the following in its place:**

(b) Project Management and Reporting. The Contractor shall designate a single full time Project Manager to serve as the Contractor's primary point of contact for all activities and issues. The Contractor shall ensure its Project Manager provides sufficient management of the project to ensure all project activities are performed efficiently, accurately, and on schedule. The Contractor Project Manager shall coordinate ~~tasks required and task assignments to State personnel as necessary~~ with the State Business Project Manager to ensure Contractor activities and task assignments are managed consistently with the overall Contract requirements.

8. **Delete the first paragraph under RFP Attachment 6.6, Pro Forma Contract, Section A.4.(o), in its entirety and insert the following in its place:**

(o) Final Project Report. The Contractor shall create a Final Project Report using the Treasury's Project Closure Report Form, summarizing project activities, lessons learned, and recommended next steps. The Final Project Report shall be submitted to the State Business Project Manager no later than fifteen (15) business ~~days prior to the Contract End Date~~ after the State signs off on the final project implementation. The State will provide written acceptance of the Final Project Report.

9. **Delete footnote 1 under RFP Attachment 6.6, Pro Forma Contract, Section C.3.(b), in its entirety and insert the following in its place:**

[1]No Support and Maintenance fee shall be accumulated or invoiced by the Contract until AIMS system is deployed and active. Support and Maintenance fees for Contract Year One will be paid by the State proportionally based on date of implementation. Contract Year One Support and Maintenance fees shall be invoiced by the Contractor in quarterly installments. Support and Maintenance fees for all other contract years awarded under the Contract shall be invoiced by the Contractor in equal ~~quarterly~~ annual installments, ~~each equal to one-quarter the yearly contract amount~~, provided the combined ~~quarterly~~ annual invoices do not exceed the ~~yearly~~ Total Support and Maintenance contracted amount. ~~Quarterly~~ Annual installments for all Support and Maintenance fees shall correspond with the State's fiscal year (July 1 to June 30).

10. **Delete Item 11 under RFP Attachment 2 – System Requirements Matrix, Table B (Reporting and Analytics), and renumber subsequent items accordingly**.

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

STATE OF TENNESSEE
TREASURY DEPARTMENT

REQUEST FOR PROPOSALS
FOR
ALTERNATIVE INVESTMENTS MANAGEMENT SYSTEM
(AIMS)

RFP # 30901 - 27415

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6.2. Technical Response & Evaluation Guide
6.3. Cost Proposal & Scoring Guide
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1. INTRODUCTION

The State of Tennessee, Treasury Department, 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 of Tennessee, Treasury Department, Investments Division, seeks to procure a Web-based Alternative Investments Management System (AIMS) that incorporates investment industry best practices and facilitates best-in-class portfolio management. The solution selected will provide, host, and deliver a Software as a Service (SaaS) that uses technology to support the Alternative Investments managers in their performance of the functions associated with the day-to-day tasks of building and maintaining an alternative investments portfolio.

Our intention for this fully configurable AIMS solution is that it provides modules for excellence in investment acquisition, portfolio management, and monitoring. In an ever-changing industry, functions are needed to be increasingly sophisticated in managing the investment life cycle. The AIMS solution selected must incorporate the key components associated with the entire lifecycle of an investment—customer relationship management (CRM), document management, due diligence tracking, portfolio management and portfolio monitoring, including monitoring and validation of capital calls, disbursements and netted fees--and provide easy-to-use tools in their approach. The AIMS solution selected must have these factored into the design and workflow of the system. It is also important that the selected AIMS solution have the capability to interact with existing Treasury systems and/or software owned by the Treasury like but not limited to: Microsoft Outlook, Microsoft Office Suite, and Bloomberg terminal functionality.

The AIMS solution selected will also provide tools to help improve Alternative Investment managers' efficiency and eliminate manual procedures associated with administrative and reporting tasks.

Ultimately, the desire is for an AIMS solution that provides a true value-added toolset within a single system to be utilized by the alternative investments team.

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 <u>must</u> 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 # 30901 - 27415

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:

Dawn Rochelle
Procurement Coordinator
State of Tennessee, Department of Treasury
13th Floor, Andrew Jackson State Office Building
502 Deaderick Street
Nashville, TN 37243
Phone: (615) 253-8770
E-mail: Dawn.Rochelle@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 www.tn.gov/businessopp/ 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:

Greg Cason
Director of Human Resources
14th Floor, Andrew Jackson State Office Building
502 Deaderick Street
Nashville TN 37243
Phone: 615-741-4915
Email: Greg.Cason@TN.gov

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 1.7).

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/generalserv/cpo/sourcing_sub/rfp.shtml.

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. 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.

1.8. **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		03.27.2015
2. Disability Accommodation Request Deadline	2:00 p.m.	04.01.2015
3. Notice of Intent to Respond Deadline	2:00 p.m.	04.08.2015
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13. Contract Effective Date		06.15.2015

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

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 # 30901 - 27415 TECHNICAL RESPONSE ORIGINAL"

and seven (7) digital copies of the Technical Response each in the form of one (1) digital document in "PDF", with the exception of RFP Attachment 2 – Requirements Matrix in XLS/ XLSX format properly recorded on its own otherwise blank, standard CD-R recordable disc labeled:

"RFP # 30901 - 27415 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 # 30901 - 27415 COST PROPOSAL ORIGINAL"

and one (1) copy in the form of a digital document in "PDF/XLS" format properly recorded on separate, blank, standard CD-R recordable disc labeled:

"RFP # 30901 - 27415 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 # 30901 - 27415 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 # 30901 - 27415 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 # 30901 - 27415 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:

Dawn Rochelle
State of Tennessee, Department of Treasury
13th Floor, Andrew Jackson State Office Building
502 Deaderick Street
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 1.7). 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)	**5**
Project Management & Support (refer to RFP Attachment 6.2., Section C)	**15**
Requirements Matrix (refer to RFP Attachment 6.2., Section D)	**50**
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. 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 # 30901 - 27415 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 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	

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	**Item Ref.**	**Section A— Mandatory Requirement Items**	**Pass/Fail**
		number without the full report is insufficient and will not be considered responsive.)	
	A.6.	Provide a valid, Certificate of Insurance that is verified and dated within the last six (6) months and which details all of the following: (a) Insurance Company (b) Respondent's Name and Address as the Insured (c) Policy Number (d) The following minimum insurance coverage: (i) Workers' Compensation/ Employers' Liability (including all states coverage) with a limit not less than the relevant statutory amount or one million dollars ($1,000,000) per occurrence for employers' liability whichever is greater. (ii) Comprehensive Commercial General Liability (including personal injury & property damage, premises/operations, independent contractor, contractual liability and completed operations/products) with a bodily injury/property damage combined single limit not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate. (iii) Automobile Coverage (including owned, leased, hired, and non-owned vehicles) with a bodily injury/property damage combined single limit not less than one million dollars ($1,000,000) per occurrence. (iv) Professional Malpractice Liability with a limit of not less than one million dollars ($1,000,000) per claim and two million dollars ($2,000,000) aggregate. (e) The following information applicable to each type of insurance coverage: (i) Coverage Description, (ii) Exceptions and Exclusions, (iii) Policy Effective Date, (iv) Policy Expiration Date, and (v) Limit(s) of Liability.	
	A.7.	Provide a statement of confirmation that your proposed licensed solution/service has not been terminated by any financial institution, state or state agency in the past three (3) years due to contractual agreement actions including failure to comply with service level agreements, enhancement agreements or unresolved system performance issues.	
	A.8.	Provide a written confirmation that the Respondent's Solution will comply with/ provide all requirements designed as Mandatory in RFP Attachment – Pro forma Contract Attachment 2 – System Requirements Matrix "Mandatory Tab"	
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. 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 LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	**Item Ref.**	**Section B— General Qualifications & Experience Items**
		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 and total value; (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 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-

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	**Item Ref.**	**Section B— General Qualifications & Experience Items**
		DBE). Please visit the Go-DBE website at https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9265 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 officials or staff of the State of Tennessee) for projects similar to the services sought under this RFP and which represent: ▪ two (2) of the larger accounts currently serviced by the Respondent, and ▪ three (3) completed projects. All references must be provided in the form of standard reference questionnaires that have been fully completed by the individual providing the reference as required. The standard reference questionnaire, which must be used and completed as required, is detailed at RFP Attachment 6.4. References that are not completed as required will be considered non-responsive and will not be considered. The Respondent will be solely responsible for obtaining the fully completed reference questionnaires, and for including them within the Respondent's sealed Technical Response. In order to obtain and submit the completed reference questionnaires, as required, follow the process detailed below. (a) Customize the standard reference questionnaire at RFP Attachment 6.4. by adding the subject Respondent's name, and make duplicates for completion by references. (b) Send the customized reference questionnaires to each individual chosen to provide a reference along with a new standard #10 envelope. (c) Instruct the person that will provide a reference for the Respondent to: (i) complete the reference questionnaire (on the form provided or prepared, completed, and printed using a duplicate of the document); (ii) sign and date the completed, reference questionnaire; (iii) seal the completed, signed, and dated, reference questionnaire within the envelope provided; (iv) sign his or her name in ink across the sealed portion of the envelope; and

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	**Item Ref.**	**Section B— General Qualifications & Experience Items**
		(v) return the sealed envelope containing the completed reference questionnaire 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 = **5**)*		
State Use – Evaluator Identification:		

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION C: PROJECT MANAGEMENT AND SUPPORT. 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— Project Management and Support**	**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.		**10**	
	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.		**10**	
	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.		**5**	
	C.4.	Provide a narrative that describes the customary product maintenance and enhancement cycle including the maintenance release process, specifically noting any customer impacts such as scheduled downtime to roll out the release.		**4**	
	C.5.	Provide a narrative that describes all differences between product licensing options. Include a comparison of the features available, any restrictions or limits on use (e.g., number of investment accounts or system users) and support levels.		**4**	
	C.6.	Provide a narrative that illustrates the Respondent's project methodology for managing and executing the State's project, ensuring delivery of specified goods and the completion of the scope of services, and accomplishment of required objectives within the State's project schedule as described in Pro Forma Contract Section A.4.(a). Include in this narrative, the following deliverables: (a) The Respondent's understanding of and ability to satisfy the requirements for the Kickoff Meeting and Presentation as described in Pro Forma Contract Section A.4.(a). (b) A proposed high-level Work Breakdown Structure (WBS) and Project Schedule as described in Pro Forma Contract Section A.4.(b).(i).1.		**55**	

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	**Item Ref.**	**Section C— Project Management and Support**	**Item Score**	**Evaluation Factor**	**Raw Weighted Score**
		(c) A proposed Resource Management Plan as described in Pro Forma Contract Section A.4.(b).(i).2. (d) A proposed Risk Management Plan as described in Pro Forma Contract Section A.4.(b). (i).3. (e) A proposed Issue Management Plan as described in Pro Forma Contract Section A.4.(b). (i).4. (f) A proposed Change Management Plan as described in Pro Forma Contract Section A.4.(b).(i).5 (g) A proposed Release Management Plan as described in Pro Forma Contract Section A.4.(b).(i).6. (h) The Respondent's understanding of and ability to satisfy the Weekly Status and Monthly Progress reporting requirements as described in Pro Forma Contract Sections A.4.(b).(ii).and A.4.(b).(iii). (i) The Respondent's completion of the Requirements Verification and Fit-Gap Analysis as described in Pro Forma Contract Section A.4.(c). (j) Provide a proposed Data Migration Plan as described in Pro Forma Contract Section A.4.(d). (k) A proposed Test Plan as described in Pro Forma Contract Section A.4.(e). (i) (l) Creation and maintenance of a Defect Tracking Log as described in Pro Forma Contract Section A.4.(g). (m) A proposed Implementation Plan as described in Pro Forma Contract Section A.4.(h). (n) Completion of the Backup and Recovery Plan as described in Pro Forma Contract Section A.4.(i). (o) Provide a narrative describing the Respondent's understanding of and ability to satisfy the Final Project Report requirement described in Pro Forma Contract Section A.4.(o).			
	C.7.	Provide a narrative that illustrates how the Respondent will complete the Training as described in Pro Forma Contract Section A.4.(j).		**4**	
	C.8.	Provide a narrative that illustrates how the Respondent will provide Support and Maintenance as described in Pro Forma Contract Section A.4.(m).		**5**	

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	**Item Ref.**	**Section C— Project Management and Support**	**Item Score**	**Evaluation Factor**	**Raw Weighted Score**
	C.10.	Provide a narrative that illustrates how the Respondent will address Modifications and Enhancement (MERs) as described in Pro Forma Contract Section A.4.(n).		**3**	
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 15** *(maximum possible score)*	**= SCORE:**	
State Use – Evaluator Identification:					
State Use – Solicitation Coordinator Signature, Printed Name & Date:					

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION D: SYSTEM REQUIREMENTS MATRIX.

Respondent must provide responses to this section in the Excel file provided as RFP Attachment 2 – System Requirements Matrix, and must provide both an electronic submission of the file in Excel format, and a printed copy of the same Excel file in its proposal. (Do not submit these files in PDF format.) The Valid Response Codes for each requirement are shown below and on the first worksheet of the Excel workbook, "Instructions." The Proposer must respond to ALL requirement items.

Valid Response Codes:

SF = Standard Feature: No configuration required.

CF = Configuration Feature: The solution uses programs, settings and parameters that are native to the proposed software solution. The software, once configured, will continue to be compatible with future releases and upgrades of the system.

RQ = Report or Query Feature: Provided through reporting and/ or querying capabilities that are native to the proposed software solution. The software and reporting features of the software will continue to be compatible with future releases and upgrades of the system.

TP = Third-Party Software Required: The feature requires the use of software that is provided by a third party and will continue to be compatible with future releases and upgrades of the system.

NR = Next Release: the feature has been developed and will be available in the next release and will be compatible with future releases and upgrades of the system.

MC = Customized to State Specifications: The Solution expands upon the programs, settings and parameters that are native to the proposed software solution. Future release or upgrades of the software may not be compatible with the delivered solution. Custom programming may be required before the solution can be used with future releases and upgrades.

NA = Not Available: Cannot meet requirement

SP = State Specific Design and Build: There is no commitment the solution will be compatible with future releases and upgrades.

TX = Third-Party Software Exceptions: Limited future compatibility. The solution uses third-party software that may not be compatible with future releases and upgrades.

The Respondent must both enter one of the Valid Response Codes into the "Respondent Response" column next to each requirement, and enter comments in the "Comments" column to provide information on why the specific code was chosen.

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	**Item Ref.**	**Section D — Requirements Matrix**	**Item Score**	**Evaluation Factor**	**Raw Weighted Score**
	D.1.	Respond to each requirement in RFP Attachment 2 – System Requirements Matrix as instructed on the first worksheet of the Excel workbook, "Instructions." For this section, Respondent must provide its responses in the Excel file provided, and must provide both an electronic submission of the file in Excel format, and a printed copy of the same Excel file in its proposal. (Do not submit these files in PDF format.)		70	
	D.2.	Provide a narrative of the proposed solution's customization capabilities. Include in the narrative the system's ability to customize the CRM Requirements and list all the fields that can be customized. Additionally, please provide the necessary steps required to customize the CRM fields as described in the CRM Section of the RFP Attachment 2 – System Requirements Matrix - (A) System Tab – CRM Requirements section – Requirements 2, 10.		100	
	D.3.	Provide a narrative of the proposed solution's approach to sharing information across users. Include in the narrative the steps required to share a contact with another user as described in the CRM Section of the RFP Attachment 2 – System Requirements Matrix - (A) System Tab – CRM Requirements section Requirements 3, 6, 7.		100	
	D.4.	Provide a narrative of your system's configuration and ability to manage the due diligence workflow process. Include in the narrative a discussion of customized workflow schematic for due diligence process tracking as described in the CRM Section of the RFP Attachment 2 – System Requirements Matrix - (A) System Tab – CRM Requirements section Requirements 1, 4, 12, 14.		230	
	D.5.	Provide a narrative of the proposed system's configuration and capability to build and monitor multi-manager portfolios as described in RFP Attachment 2 – System Requirements Matrix - (A) System Tab – Portfolio Management Requirements Section		75	
	D.6.	Provide a narrative of the proposed system's configuration and ability to track and differentiate separate investment accounts, commingled accounts, co-investment accounts, and hedge fund accounts as described in RFP Attachment 2 – System Requirements Matrix - (A) System Tab – Portfolio Management Requirements Section		25	
	D.7.	Provide a narrative of the proposed system's configuration and capability to provide various measurement tools available for all asset classes (IRR, DPI, PME, total return, etc.) as described in RFP Attachment 2 – System Requirements Matrix - (A) System Tab – Portfolio Management Requirements Section		50	

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	**Item Ref.**	**Section D — Requirements Matrix**	**Item Score**	**Evaluation Factor**	**Raw Weighted Score**
	D.8.	Provide a narrative of the proposed solution's approach on creating forward-looking cash flow models within the system. Include in the narrative a discussion of customized features for parameters within the model that can be modified by the user (investment pacing, duration, returns etc.) as described in RFP Attachment 2 – System Requirements Matrix - (A) System Tab – Portfolio Management Requirements Section		25	
	D.9.	Provide a narrative that describes all the property level data fields that the proposed system supports for real estate direct investments and fund investments. Include in the narrative how the information is added to the system.		10	
	D.10.	Provide a narrative of the proposed system's ability to examine cross fund holdings (the same investment held by more than one GP). Include in the narrative a sample of a report that analyzes this data as described in RFP Attachment 2 – System Requirements Matrix - (A) System Tab – Portfolio Management Requirements Section		10	
	D.11.	Provide a narrative of the proposed system's ability to calculate strategy exposure across the total portfolio for private equity. Include in the narrative a list of the strategies that can be used in this calculation as described in RFP Attachment 2 – System Requirements Matrix - (A) System Tab – Portfolio Management Requirements Section		10	
	D.12.	Provide a narrative of the proposed system's ability to calculate strategy exposure across the total portfolio for strategic lending. Include in the narrative a list of the strategies that can be used in this calculation as described in RFP Attachment 2 – System Requirements Matrix - (A) System Tab – Portfolio Management Requirements Section		10	
	D.13.	Provide a narrative of the proposed system's ability to calculate strategy exposure across the total portfolio for real estate. Include in the narrative a list of the strategies that can be used in this calculation as described in RFP Attachment 2 – System Requirements Matrix - (A) System Tab – Portfolio Management Requirements Section		10	
	D.14.	Provide a narrative of the proposed system's ability to monitor and validate requests for capital calls, general partner fees and expenses, distributions and profit allocations as described in RFP Attachment 2 – System Requirements Matrix - (A) System Tab – Portfolio Monitoring Requirements Section		20	

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	**Item Ref.**	**Section D — Requirements Matrix**	**Item Score**	**Evaluation Factor**	**Raw Weighted Score**
	D.15.	Provide a narrative of the proposed system's ability to import documents. In the narrative include a description of the system's ability to receive capital calls, distribution notices, financial statements, capital account statements, and other data from general partner notices in an electronic format if available for upload to the system as described in RFP Attachment 2 – System Requirements Matrix - (A) System Tab – Portfolio Monitoring Requirements Section.		20	
	D.16.	Provide a narrative of the proposed system's ability to capture the relative performance of private assets. Include in the narrative a description of the tools and benchmarks available for capturing the relative performance of private assets as described in RFP Attachment 2 – System Requirements Matrix - (A) System Tab – Portfolio Monitoring Requirements Section.		35	
	D.17.	Provide a narrative of the proposed system's dashboard features. Include in the narrative a discussion of the user's ability to configure the dashboards on a real-time basis as described in RFP Attachment 2 – System Requirements Matrix - (A) System Tab – Dashboards Requirements Section.		10	
	D.18.	Provide a narrative of the proposed solution's ability to import and export data. Include a list of the available file formats (for example text, delimited, csv, etc.) and file types supported as described in RFP Attachment 2 – System Requirements Matrix - (A) System Tab – Data Import/Export Requirements Section.		25	
	D.19.	Provide a narrative that describes the types of interactions that can be captured within the system (meetings, conference calls, etc.). Include in the narrative a discussion of the methods that can be used to capture these interactions (forms, blank templates, etc.). Also provide screen shots of the templates or forms, if applicable as described in RFP Attachment 2 – System Requirements Matrix - (A) System Tab – Forms, Profiles, Templates Etc. Section.		25	
	D.20.	Provide a narrative of the proposed solution's ability to provide remote access as described in RFP Attachment 2 – System Requirements Matrix - (A) System Tab – Mobile Device Support Section.		15	
	D.21.	Provide a narrative that describes describe the system's ability to run reports on CRM data. Provide a sample that demonstrates the system's ability to produce a report that shows when investments are in the sourcing and due diligence process.		20	

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	**Item Ref.**	**Section D — Requirements Matrix**	**Item Score**	**Evaluation Factor**	**Raw Weighted Score**
	D.22.	Provide a narrative of the proposed solution's reporting capabilities. Include in the narrative a list and description of predefined reports that are available within the application. This should include at a minimum performance, exposure and risk reporting samples as described in RFP Attachment 2– System Requirements Matrix - (B) Reporting & Analytics – Reporting Section		25	
	D.23.	Provide a narrative that describes the proposed system's report writing capabilities. Include in the narrative a sample report of the proposed solution that includes commitment, funding, fees, cumulative distributions, valuation at quarter-end, roll forward valuation, IRR, TVPI, DPI. Discuss the sorting capabilities available for this type of report. Refer to RFP Attachment 2 – System Requirements Matrix - (B) Reporting & Analytics – Reporting Section		25	
	D.24.	Provide a narrative that describes the proposed solution's approach on customizing performance reports (over various time periods, relative to only certain parts of the benchmark, for only certain assets in the portfolio, etc.) as described in to RFP Attachment 2 – System Requirements Matrix - (B) Reporting & Analytics – Reporting Section		25	
	D.25.	Provide a narrative that describes the proposed system's reporting capabilities. Include in the narrative a discussion of how performance reports are created and scheduled, the number of reports that can be run simultaneously, and the user's ability to configure and create ad hoc reports. Also discuss the system's ability to run reports as background tasks without impacting system performance. Refer to RFP Attachment 2 – System Requirements Matrix - (B) Reporting & Analytics		30	
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 50** *(maximum possible score)*	**= SCORE:**	
State Use – Evaluator Identification:					
State Use – Solicitation Coordinator Signature, Printed Name & Date:					

COST PROPOSAL & SCORING GUIDE

NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED

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

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

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

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

RESPONDENT SIGNATURE:	
PRINTED NAME & TITLE:	
DATE:	

If any fees are variable, the basis of the variability should be thoroughly noted (e.g. per portfolio, per partnership, per portfolio company/property, etc.). PROPOSER should clearly note any other assumptions made in determining annual fees provided. The following assumptions should be used where applicable:

	Private Equity, Strategic Lending, and Real Estate	Projected Number of Partnerships
$ Million Committed as of: (Projected)		
12/31/2015	$7,580	57
12/31/2016	$8,680	64
12/31/2017	$9,880	70
12/31/2018	$10,700	75
12/31/2019	$11,620	80
Users – maximum	15	
Portfolios	3	
Portfolio Companies or Properties	Unknown	

RESPONDENT LEGAL ENTITY NAME:			
Cost Item Description	**Proposed Cost**	**State Use Only**	
		Evaluation Factor	**Evaluation Cost** (cost x factor)
Implementation	**$**	1	
Completion and State Approval of Modifications and Enhancements performed pursuant to Pro Forma Contract Section A.4.(n)	**$ / person hours**	250	
Support and Maintenance			
Year 1	**$ [NUMBER] per year**	1	
Year 2	**$ [NUMBER] per year**	1	
Year 3	**$ [NUMBER] per year**	1	
Year 4	**$ [NUMBER] per year**	1	
Year 5	**$ [NUMBER] per year**	1	
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 section score)**	**= SCORE:**	
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 # 30901 - 27415 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**

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?

(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: _____

SCORE SUMMARY MATRIX

	RESPONDENT NAME		*RESPONDENT NAME*		*RESPONDENT NAME*	
GENERAL QUALIFICATIONS & EXPERIENCE **(maximum: 5)**						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE:		**AVERAGE:**		**AVERAGE:**	
PROJECT MANAGEMENT AND SUPPORT **(maximum: 15)**						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE:		**AVERAGE:**		**AVERAGE:**	
REQUIREMENTS MATRIX **(maximum: 50)**						
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:

RFQ # 30901-27415 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 RFQ.

CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF TREASURY
AND
CONTRACTOR NAME

This Contract, by and between the State of Tennessee, Department of Treasury ("State") and Contractor Legal Entity Name ("Contractor"), is for the provision of an Alternative Investment Management System (AIMS), 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 OF SERVICES:

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. Service Definitions. The following are key definitions related to specific services requested in this Contract.
(a) *"Defect"* means a condition in the product or deliverable which does not meet requirements or end-user expectations (which may not be specified but are reasonable);
(b) *"Deliverables"* means the set of products to be delivered to the State by the Contractor to fulfill the terms of this Contract;
(c) *"Modification and Enhancement Request" (MER)* means a request made in writing by the State to the Contractor to modify or enhance the Alternative Investments Management System (AIMS);
(d) *"Disaster"* shall mean any unplanned interruption of the operation of or inaccessibility to the Contractor's service.
(e) *"Tier IV Data Center"* Data Center Tier Classification system: I, II, III and IV, of which Tier IV represents the highest level of projected availability, where a Tier IV data center is fault-tolerant, allowing for the occurrence of any unplanned activity while still maintaining operations.

A.3. Service Goal. The goal is to achieve an integrated, hosted solution which will provide customer relationship management, document management, and portfolio management functions. In order to achieve this goal, the State has established the following key milestones for Alternative Investments Management System (AIMS):

Alternative Investments Management System (AIMS): Milestone	**Description**	**Target Date**
AIMS Phase 1	During this phase, the Contractor will: - perform all the Customization necessary to meet the State's requirements - migrate all the data implement the solution	***3 months after the contract has been signed***
AIMS Phase 2	During this phase the Contractor will: - perform extensive Testing - be given consent by the State to go live once all the Testing has been performed and all outstanding issues have been solved by the Contractor - train the users	***4 months after the contract has been signed***

A.4. Service Description. The Contractor shall deliver the services outlined herein.

(a) Kickoff Meeting and Presentation**.** The Contractor shall participate in a State-led Kickoff Meeting. The purpose of the Kickoff Meeting shall be to introduce the Contractor to State project stakeholders, and ensure agreement regarding project objectives, roles and responsibilities, strategy, and known risks. The Contractor shall prepare and deliver a presentation for the kickoff meeting that synthesizes their approach to the overall project, provides high-level milestones, and introduces the Contractor team.

(b) Project Management and Reporting**.** The Contractor shall designate a single full time Project Manager to serve as the Contractor's primary point of contact for all activities and issues. The Contractor shall ensure its Project Manager provides sufficient management of the project to ensure all project activities are performed efficiently, accurately, and on schedule. The Contractor Project Manager shall coordinate tasks required and task assignments to State personnel as necessary with the State Business Project Manager to ensure Contractor activities are managed consistently with overall Contract requirements.

The Contractor Project Manager shall ensure timely and accurate submission of project management deliverables to the State Business Project Manager as listed below:

(i) Project Management Plan. The Contractor shall work with the State Business Project Manager to develop a master Project Management Plan that describes the approach, activities, stages, duration, risks, and implementation for all Project work. The State will provide written acceptance of the Contractor's Project Management Plan. The Contractor shall prepare and provide to the State Business Project Manager the following for inclusion in the master Project Management Plan:

1. Work Breakdown Structure (WBS) and Project Schedule: lists the work packages to be performed for the project, and a schedule baseline that will be used as a reference point for managing project progress as it pertains to schedule and timeline.

2. Resource Management Plan: explains how the Contractor will maintain a pool of resources for the project.

3. Risk Management Plan: explains how project risks will be managed including a mitigation strategy.

4. Issue Management Plan: explains how project issues will be documented, tracked and reported, including the process for escalating issues for joint management decision by the Contractor and the State.

5. Change Management Plan: a proposed plan for managing project changes including, but not limited to, process, scope, resources, and implementation.

6. Release Management Plan: outlines procedures for release and deployment of system components, including details on how the Contractor will manage the release of future software upgrades and enhancements.

(ii) Weekly Status Report. The Contractor shall prepare and submit to the State Business Project Manager a Weekly Status Report. The report shall contain a synopsis of the status of activities, outstanding issues and expected resolution dates, and key risks and issues. Items to be tracked in this report will include, at minimum, open technical questions, requests for information, schedule of resources for the coming weeks, and requests for documentation.

The Contractor shall also report progress against the Project Schedule in the Weekly Status Report, including, at a minimum, an assessment of progress against plan, and details of slipping tasks. For any planned tasks that are not worked or completed during the reporting period, the Contractor or the State shall include an explanation of the failure to meet the schedule and detailed plans to overcome the failure and prevent its recurrence.

The State will indicate acceptance or modification of the weekly status report during the weekly status meeting with the State Business Project Manager and other appropriate members. The State may request an updated Weekly Status Report if modifications are deemed to be needed.

(iii) Monthly Progress Report. The Contractor shall prepare and submit to the State a Monthly Progress Report throughout the project's duration. Monthly Progress Reports shall contain, at a minimum:

1. Progress toward project milestones

2. Explanations of schedule and cost variances relative to the previous month's progress report and the baseline schedule and cost projections

3. Updates on implementation

4. Status of deliverables

5. Action items and status

6. Status of Modifications and Enhancement Requests (MERs).

(c) Requirements verification and Fit-Gap Analysis. The Contractor shall work with State project team members, as identified by the State, to verify the requirements outlined in RFP Attachment 2 – System Requirements Matrix, and to map and document the extent that the Contractor's solution meets each requirement. The Contractor shall use its responses to RFP Attachment 2 – System Requirements Matrix, for the verification process. The Contractor and the State shall reach and the Contractor shall document a common understanding of Requirements, including possible rephrasing for clarity, and Gaps (changes required in software to meet Requirements).

The Contractor shall prepare and deliver to the State for review and approval a Requirements Verification document that includes a finalized list of Business Requirements Specifications, which detail the specific features and functions of each requirement. The State will provide written acceptance of the Requirements Verification document.

High-level requirements for the Alternative Investments Management System (AIMS) system include:

(i) System. The Solution will be replacing the State's current system. The new solution must be able to provide a solution that incorporates CRM, Portfolio Management and Portfolio Monitoring. This solution will be hosted and developed by the Contractor. Detailed requirements for all the system components RFP Attachment 2 – System Requirements Matrix Section (A) System.

(ii) Reporting & Analytics. The Solution shall provide a reporting module that will allow Treasury users to run predefined reports, create new ad hoc reports, schedule reports and export the reports in a format that will allow them to easily manipulate the report. More detailed requirements are incorporated into this contract in RFP Attachment 2 – System Requirements Matrix Section (B) Reporting & Analytics.

(iii) Document Management/ Imaging. The Solution must allow users to import, route, separate and search documents. The Solution must also include a way to transfer existing documents from Treasury systems into the new repository, with the ability to upload and index documents - both past and future. More detailed requirements are incorporated into this contract in RFP Attachment 2 – System Requirements Matrix Section (C) Document Management/ Imaging.

(iv) Training. The Solution must include a module to manage all aspects of training and competency development. More detailed requirements are incorporated into this contract in RFP Attachment 2 – System Requirements Matrix Section (D) Training.

(v) Hosting Environment.

1. The Contractor shall maintain a secure hosting environment to provide required services under this Contract. The Contractor shall provide a secure, Tier IV data center to house equipment, with 24/7 system monitoring, managed firewall services, and managed backup

services. The Contractor shall have an alternate secure hosting site available in the event that it is not possible to restore operations in the primary site within 48 hours.

2. Network. The data center must have a redundant, fault-tolerant network and connections to the Internet. The Contractor shall benchmark speed and performance of data uploads based on expected file sizes and shall maintain sufficient network bandwidth to support concurrent uploads by multiple submitters, maintaining acceptable performance against the initial benchmarks. The State must agree to the initial benchmarks.

   The Contractor shall not be responsible for issues on State networks or the public Internet but must provide evidence to support the cause of the issue originating within State networks or the public Internet.

3. Environmental Systems. The data center must have fault tolerant, redundant environmental systems, including power, temperature and humidity control, and fire suppression.

4. Physical Security. The data center must be physically secured. Access must be restricted to authorized personnel using multi-layered controls and procedures. Policies for granting access must be in place and consistently followed. Access shall only be granted to those with a need to perform tasks in the data center.

5. Network, Server and Application Security. The data center network must include robust firewall, intrusion prevention and intrusion detection systems to prevent and detect unauthorized access.

6. System Access Monitoring. The contractor shall generate and review routine reports regarding system access. The Contractor shall review the log information collected on a regular basis to identify unauthorized or inappropriate access to any device or service within the network, suspicious network scans or other anomalies. The Contractor shall audit all attempted accesses that fail or succeed identification, authentication, and authorization requirements. In addition to the data captured in these reports, the Contractor's system shall retain additional detailed information, suitable for forensics that shall be provided to the State upon request. Log information shall be reviewed on a regular basis, as defined by systems security best practices and regulations and agreed to by the State.

(d) Data Migration Plan. The Contractor shall work with the State to develop a plan describing the strategy, approach, and design for migrating existing data and documents used by Treasury to the Alternative Investment Management System. The Data Migration Plan shall describe at a minimum:

   (i) How data will be migrated from the old system to the new one, along with recommendations to minimize the risk of incorrect data migration.

   (ii) Strategy for validating all data

   (iii) Identify data anomalies; assess risk and strategy for corrective action

   (iv) Data correction strategy for pre and post conversion

   (v) Conversion methodology specific to the phased approach for implementation

   The State will provide written acceptance of the Data Migration Plan.

(e) Testing. The Contractor must develop and deliver at a minimum the following:

   (i) Test plan describing how the Contractor will coordinate, manage, and conduct thorough testing of the AIMS system prior to delivery to the State for User Acceptance Testing (UAT). The Plan shall include, at a minimum, testing all functionality, reports, correspondence, and notices. Documentation of the inputs, outputs, problems identified, and corrections made shall be required, in the form of a functional test results document. Functional testing shall be performed by the Contractor on each module of the system and on the integrated system prior to delivery to the State for UAT. Individual sets of test data and test plans shall be created by the Contractor to

completely test internal conditions of the system. The State will provide written acceptance of the Test Plan and reserves the right to request periodic updates to the document.

The Test Plan will include preparations required for system testing, including at a minimum:

1. Creating the appropriate test environment(s)

2. Installing AIMS in the test environment

3. Installing and configuring any automated testing tools/packages.

The Test Plan shall describe how the Contractor will perform the following:

1. Functional Testing**.** Documentation of the inputs, outputs, problems identified, and corrections made shall be required, in the form of a Functional Test Results document. Functional testing shall be performed by the Contractor on each module/program and relevant datasets. Individual sets of test data and test plans shall be created by the Contractor to completely test internal conditions of the module/program. Successful functional testing occurs when the module's test plan is completed without failure.

2. System and Integration Testing. The Contractor shall fully test all software to ensure it meets the requirements and to demonstrate the functionality and performance characteristics before the start of User Acceptance Testing (UAT). The system tests shall actively use all of the functions, and process all types of input. The Contractor shall include specific types of test cases and transactions in the test, as specified by the State.

(ii) Conduct Testing. The Contractor shall perform all functional, system, and integration testing of AIMS, including data migration, in accordance with Contract Section A.4.(e). and the State-approved Test Plan (A.6. - Deliverable 12 and 13). The Contractor shall be responsible for all aspects of system and integration testing. State staff shall actively provide input and feedback during the Plan's development. All testing shall be performed in the Contractor's technical environment. The Contractor shall conduct functional, system, integration, and regression testing during each phase of the AIMS project.

The Contractor shall prepare a Software Test Results Document. The Software Test Results Document shall include all information necessary for the State to review and validate testing has been successfully executed in accordance with the approved Test Plan. If the Software Test Results Document is deemed acceptable by the State, the State will approve in writing, which shall signal the initiation of User Acceptance Testing (UAT).

(iii) User Acceptance Testing (UAT). The State will develop the UAT Test Plan and test scenarios. The Contractor shall provide dedicated support for User Acceptance Testing, application and technical assistance during UAT, and correction of defects identified during UAT. The Contractor will record and track defects identified by the State using the Defect Tracking Log (A.6. - Deliverable 14). When all defects have been corrected and UAT is deemed complete by the State, the State will approve User Acceptance Testing in writing, which shall signal the commencement of implementation of that project phase. The State will conduct User Acceptance Testing (UAT) during each phase of the AIMS project.

(f) Construct. The Contractor shall develop and configure the AIMS system, in accordance with the plans and requirements specified in Contract Sections A.4. (b) through A.4.(e). All construction work shall occur in the Contractor's technical environment.

(g) Defect Tracking Log. The Contractor shall develop and maintain a Defect Tracking Log which shall include at a minimum, for each Defect:

(i) Unique tracking number

(ii) Short name and description of the defect

(iii) Reference to test condition that identified the defect

(iv) Date Defect was identified

(v) Tester

(vi) Disposition (e.g., Not a Defect, Fixed, Successfully Retested, etc.)

(vii) Severity Level

(viii) Description of changes made to correct Defect

The Contractor shall correct all defects as directed by and at the State's sole discretion. The Contractor shall deliver a daily Defect Tracking Report to the State's Business Project Manager upon commencement of User Acceptance Testing (UAT). The Defect Tracking Report shall be based on data recorded in a defect tracking tool and will include any modifications or enhancements identified during UAT A weekly defect summary report will be required by the Contractor until all defects have been resolved.

The Contractor shall maintain the Defect Tracking Log for the duration of the Contract and provide the most current log to the State at the State's request.

(h) Implementation Plan. The Contractor shall create an Implementation Plan to describe its overall approach to implementation. The Implementation Plan shall describe, at a minimum, the following:

(i) Implementation preparation for data migration, security, staff training, personnel assignments, and level of resources required for each area.

(ii) Objectives and approach for components requiring installation, including utilization of the WAN, Intranet, Extranet and Internet

(iii) Confirmation of the training schedule

(iv) Backup and recovery procedures.

The State will provide written acceptance of the Implementation Plan and reserves the right to request periodic updates to the document.

(i) Backup and Recovery Plan. The Contractor shall create a Backup and Recovery Plan that supports multiple environments, failover environments, and Disaster Recovery. In order to prevent loss of data, the Contractor shall develop and implement recovery procedures, including the process for restoring data to its original or prior form. The Backup and Recovery Plan shall be updated, at a minimum, annually and shall include the results of any disaster recovery exercises conducted by the Contractor. The State will provide written acceptance of the Backup and Recovery Plan and reserves the right to request periodic updates to the document.

Business Continuity and Disaster Recovery. Systems shall be configured with levels of redundancy so that typical component failures shall not disrupt service. The Contractor shall define, implement and exercise adequate business continuity and disaster recovery procedures.

The Contractor shall have documented disaster recovery plans that address the recovery of hardware, software and data. The Contractor shall adhere to a defined and documented back-up schedule and procedure, including regular full and incremental back-up. The Contractor shall manage back-up, off-site data storage, and restore operations. The back-up process must ensure data is transferred securely.

The Contractor shall ensure that the systems within its span of control that support its data exchanges with the State are available and operational according to the specifications and schedule associated with each exchange.

Regardless of the architecture of its systems, the Contractor shall develop and be continually ready to invoke a Business Continuity and Disaster Recovery (BC-DR) plan. The BC-DR plan shall

encompass all information systems supporting this Contract. At a minimum the Contractor's BC-DR plan shall address the following scenarios:

1. Central and/or satellite data processing, telecommunications, print and mailing facilities and functions therein, hardware or software are destroyed or damaged;

2. System interruption or failure resulting from network, operating hardware, software, communications infrastructure or operational errors that compromise the integrity of transactions that are active in a live system at the time of the outage;

3. System interruption or failure resulting from network, operating hardware, software, communications infrastructure or operational errors that compromise the integrity of data maintained in a live or archival system; and

4. System interruption or failure resulting from network, operating hardware, software, communications infrastructure or operational errors that does not compromise the integrity of transactions or data maintained in a live or archival system, but does prevent access to the system.

The Contractor shall provide the State results of its most recent test of its Business Continuity and Disaster Recovery (BC-DR) plan prior to the go-live date.

The Contractor shall periodically, but no less than annually, test its BC-DR plan through simulated disasters and lower level failures in order to demonstrate to the State that it can restore system functions. The Contractor shall submit an annual BC-DR Results Report to the State.

In the event that the Contractor fails to demonstrate in the tests of its BC-DR plan that it can restore system functions per the standards outlined in this Contract, the Contractor shall submit to the State a corrective action plan that describes how the failure will be resolved. The Contractor shall deliver the corrective action plan within fifteen (15) business days of the conclusion of the test.

In the event of a declared major failure or disaster, as defined in the Contractor's BC-DR plan, the Contractor's critical functionality shall be restored within 72 hours of the failure's or disaster's occurrence.

The Contractor shall maintain a duplicate set of all records relating to this Plan in electronic medium, usable by the State and the Contractor for the purpose of disaster recovery or data restoration.

(j) Training. The Contractor will provide training services to the State related to the use of the AIMS system.

(i) Training Plan. The Contractor will develop a Training Plan detailing specific training plans for each role type that will interact with the AIMS solution. The Contractor and the State will collaborate and develop the specific role type, roles, permissions, and training for each category of users. Training will be appropriate for these roles and categories.

(ii) Training Material. The Contractor shall develop and deliver to the State training materials for the final AIMS functionality as approved by the State. Training material shall be prepared using State-standard Microsoft Office products. The Contractor will provide training materials for the State's designated trainers, including unlimited right to copy.

(iii) Help Content. The Contractor shall develop and deliver content for the Help functions of AIMS.

The State will provide written acceptance of the Training Plan, Training Material and Help Content.

(k) AIMS Phase 1: This project phase will require the Contractor to perform all the customization necessary to meet the State's requirements as described in RFP Attachment 2 – System Requirements Matrix.

(i) Data Migration – The contractor shall work with the State to migrate the data and test the results of the migration in accordance with the State approved Data Migration plan – A.6. - Deliverable 11.

(ii) Deploy the solution to a test group of users – the Contractor will be responsible for this implementation and adequate support will be required for a period of time mutually agreed on by both parties.

(l) AIMS Phase 2. During this project phase The Contractor shall test and monitor the AIMS Phase 1 implementation and shall prepare and deliver to the State a Post-Implementation Assessment report, which shall describe any issues encountered during implementation, actions taken to remediate those issues, and lessons learned from the implementation. The State will review the Assessment and, if acceptable, will provide approval in writing for Go-Live.

(m) Support and Maintenance. The Contractor shall provide support and maintenance for the AIMS system that will commence with the State's acceptance and written approval of the Post-Implementation Assessment report for AIMS will continue throughout the Contract. The Contractor shall provide direct technical support and shall maintain the operational readiness, interoperability, and conformance to specifications and requirements of AIMS.

(i) Support. The Contractor shall, at a minimum:

1. Make appropriate Contractor support resources available to the State between 7:00 A.M. and 5:00 P.M. Central Time, Monday through Friday, with the exception of designated non-trading holidays, to provide the services described and detailed in this section.

2. The Contractor shall establish dedicated point(s) of contact to provide communication and technical assistance to the State for the annual support and maintenance.

3. The Contractor shall establish an email address dedicated to this initiative to facilitate communication and provide access to technical support.

4. The Contractor shall provide a toll-free phone number to facilitate communication and provide access to technical support.

5. The Contractor may establish additional points or modes of contact (e.g., chat or messaging through secure website) to expand or enhance access to service or support.

6. The Contractor shall respond to any calls or messages within two (2) hours of receipt.

7. The contractor must diagnose and resolve problems reported by the State that have not been diagnosed and resolved at lower levels of support within the State. The State will determine the severity level of each reported problem. The levels and the corresponding Service Level Goals are indicated below:

Severity Level	***Description***	***Service Level Goal***
Level 1	Problem has an immediate impact on a majority of end users' ability to access and/or use the system. Generally involves multiple users at the same time. The Contractor shall address system outages or severely degraded services immediately.	Within one (1) hour from the time a Severity Level 1 problem is reported to the Contractor, the Contractor shall assign dedicated resources as required to solve the problem. The Contractor shall provide a status update to the State's Technical Contact (identified in Section D.2) or his/her designee every two (2) hours until the problem is resolved. The goal for Level 1 issues is to have the problem resolved within two (2) hours; otherwise, the issue shall be escalated to the Contractor's Chief Product Officer or the Contractor's equivalent senior management.

Level 2	Problem has a high impact on most users, must be resolved quickly, and can occur at any time. Under these circumstances, the software is unusable or unstable	Within four (4) hours from the time a Severity Level 2 problem is reported to the Contractor, the Contractor shall assign dedicated resources as required to solve the problem. The Contractor shall provide a status update to the State's Technical Contact (identified in Section D.2) or his/her designee every eight (8) hours for the first 24 hours of the incident; then every 24 hours thereafter until the problem is resolved. The goal for Level 2 issues is to have the problem resolved within eight (8) hours; otherwise, the issue shall be escalated to the Contractor's senior management.
Level 3	Problem can occur at any time and is either high impact with moderate urgency, or extremely urgent but with moderate impact. Under these circumstances, the ability of the software to support business processes is diminished. For example, a software process causes frequent, unpredictable, system-wide slowdown, and must be restarted to resume acceptable performance.	Within 24 hours from the time a Severity Level 3 problem is reported to the Contractor, the Contractor shall assign resources to solve the problem within a mutually agreed upon timeframe. The Contractor shall provide a status update to the State's Technical Contact (identified in Section D.2) or his/her designee every 48 hours until the problem is resolved, or a workaround provided, or a fix scheduled for a future date or release.
Level 4	Problem has a moderate impact and is moderately urgent. These circumstances create conditions that inconvenience users of the system	The Contractor shall work with the State's technical contact (identified in section D.2) or their designee to determine resources that the Contractor shall assign and when, and the frequency of updates on the status of the problem or fix.

The Contractor shall provide the State with quarterly Service Level Reports no later than the tenth (10th) business day of the following quarter. The Service Level Reports will provide the time, severity level, description, acknowledgement time, and resolution time for each incident logged during the reporting period. The Service Level Reports will also show actual Service Level performance as compared to Service Level goals.

(ii) Annual Support, Maintenance and Licensing.

1. Annual Support, Maintenance and Licensing Content. Annual support, maintenance and licensing shall include all updates, corrections and modification to the Contractor's software, as installed in the Solution, plus any updates, corrections, modifications or new versions of third party software. Additionally, annual support, maintenance and licensing shall include all new releases or versions of the Contractor's software as installed on the Solution.

2. Annual Support, Maintenance and Licensing Fee. The annual support, maintenance and licensing fee shall include all licensing fees required by the Contractor's software plus all licensing fees required for any third party software that is included in the Solution.

(n) Modifications and Enhancements. At the request of the State, the Contractor shall modify and enhance AIMS according to the Modification and Enhancement Request (MER) Process described herein.

(i) The State will request Modifications and Enhancements in writing to define the purpose and scope of the Modification or Enhancement. A Modification and Enhancement Request (MER) will include:

1. Requestor name and role

2. Brief description

3. Reason or justification

4. Requirements and specifications

5. Request for a cost estimate, approximate time (hours) and resources necessary to complete the modification or enhancement

6. Requested or mandated delivery date

(ii) The Contractor shall prepare an Estimate for the MER. The Estimate shall include:

1. Total Fixed Cost to deliver the Modification or Enhancement: the cost shall be based on the Contractor's estimate of the total number of hours required to deliver the Modification or Enhancement and the payment rates specified in Contract Section C.3.b. The Total Fixed Cost shall represent the maximum amount the State will compensate the Contractor for the Modification or Enhancement.

2. The estimated delivery date of the Modification or Enhancement.

3. The impact of delivering the Modification or Enhancement on AIMS operations and activities.

(iii) The State, at its sole discretion, may accept or reject the Contractor's Estimate.

1. If the State agrees to the Contractor's Estimate, the State shall provide acceptance in writing, which authorizes the Contractor to begin work according to the MER.

2. If the State does not agree to the Contractor's Estimate, the State may:

- Elect not to proceed with the Modification or Enhancement;
- Negotiate the Estimate with the Contractor;
- Revise the MER to provide additional information to clarify the scope of the request.

The Contractor shall not begin work on any MER without the State's written acceptance of the Contractor's Estimate.

The State, at its sole discretion, will determine the prioritization of any MER work.

(iv) The Contractor shall modify AIMS according to the MER, and shall thoroughly test the modifications

1. The Contractor shall prepare and provide to the State new or updated system and user documentation related to the Modification or Enhancement.

2. The Contractor shall work with the designated State project team member to coordinate with other support vendors on any change that affects those systems.

(v) The State will test the delivered Modification or Enhancement to ensure that:

1. The Modification or Enhancement completely provides the functions as required by the MER

2. The Modification or Enhancement has no deficiencies in documentation

3. The Modification or Enhancement has no defects in functionality, efficiency or performance.

The State, at its sole discretion, will determine acceptance of the Modification or Enhancement, and will indicate its acceptance or non-acceptance to the Contractor in writing within thirty (30) days of installation.

(vi) The Contractor shall coordinate with the State to determine appropriate timing for implementation of any Modifications and Enhancements and in accordance with the State-approved Release Management Plan (see Contract Section A.4.(b).(i).6.)

(o) Final Project Report. The Contractor shall create a Final Project Report using the Treasury's Project Closure Report Form, summarizing project activities, lessons learned, and recommended next steps. The Final Project Report shall be submitted to the State Business Project Manager no later than fifteen (15) business days prior to the Contract End Date. The State will provide written acceptance of the Final Project Report.

A.5. Service Reporting. The Contractor shall deliver reports related to services provided pursuant to this Contract as described in Contract Sections A.4 and A.6

A.6. Service Deliverables.

#	Deliverable	Contract Section(s)	Delivery date
1	Kickoff Meeting Presentation	A.4.(a)	Agreed upon date the Contract Period Beginning Date*
2	Work Breakdown Structure and Project Schedule	A.4.(b).(i).1.	Agreed upon date the Contract Period Beginning Date*
3	Resource Management Plan	A.4.(b).(i).2.	Agreed upon date the Contract Period Beginning Date*
4	Risk Management Plan	A.4.(b).(i).3.	Agreed upon date the Contract Period Beginning Date*
5	Issue Management Plan	A.4.(b).(i).4.	Agreed upon date the Contract Period Beginning Date*
6	Change Management Plan	A.4.(b).(i).5.	Agreed upon date the Contract Period Beginning Date*
7	Release Management Plan	A.4.(b).(i).6.	Agreed upon date the Contract Period Beginning Date*
8	Weekly Status Report	A.4.(b).(ii).	No later than the close of business on the first business day of the week
9	Monthly Progress Report	A.4.(b).(iii).	No later than the 5th business day of the month
10	Requirements Verification and Fit-Gap Analysis	A.4.(c).	As mutually agreed upon by the State and Contractor in accordance with the Project Schedule
11	Data Migration Plan	A.4.(d).	As mutually agreed upon by the State and Contractor in accordance with the Project Schedule
12	Test Plan	A.4.(e).(i)	As mutually agreed upon by the State and Contractor in accordance with the Project Schedule
13	Software Test Results document	A.4.(e).(ii)	As mutually agreed upon by the State and Contractor in accordance with the Project Schedule
14	User Acceptance Testing (UAT)	A.4.(e).(iii)	As mutually agreed upon by the State and Contractor in accordance with the Project Schedule.
15	Defect Tracking Log	A.4.(g).	As mutually agreed upon by the State and Contractor in accordance with the Project Schedule
16	Defect Tracking Reports	A.4.(g).	As needed upon commencement of User Acceptance Testing (UAT)

17	Implementation Plan	A.4.(h).	As mutually agreed upon by the State and Contractor in accordance with the Project Schedule
18	Backup and Recovery Plan	A.4.(i).	As mutually agreed upon by the State and Contractor in accordance with the Project Schedule
19	Training Materials	A.4.(j).	At least thirty (30) calendar days prior to the UAT – of each project phase
20	AIMS Phase 1	A.4.(k).	3 months after the contract has been signed
21	AIMS Phase 2	A.4.(l).	4 months after the contract has been signed
22	Support and Maintenance Plan	A.4.(m).	Within sixty (60) calendar days of the Contract Period Beginning Date*
23	Final Project Report	A.4.(o).	No later than fifteen (15) business days after the State signs off on the final project implementation *

* ***Contract Period Begin Date and Contract Period End date are included in Contract Section B***

A.7. Terms of Warranty.

(a) Warranty Terms.

(i) The warranty terms, conditions, and language within this contract supersede any warranty language provided by the Uniform Computer Information Transaction Act (UCITA).

(ii) The Contractor expressly warrants that the AIMS System and any productions or services resulting from additional work and/or enhancements produced or provided by the Contractor to the State:

1. as being compliant in all respects with the terms of the Contract or the additional work and/or enhancement requests,

2. as being free from errors, defects, deficiencies or deviations,

3. will perform in such a manner as the Contract, additional work and/or enhancement requests require and intended and that the AIMS System is otherwise consistent with industry standards.

(b) Warranty periods.

(i) The warranty period(s) shall be three hundred sixty-five (365) days and shall apply to all software accepted by the State and shall apply to all products or services resulting from additional work and/or enhancements related to the software.

(ii) The warranty period(s) on the AIMS System will begin on the date that the State approves, in writing, the Post-Implementation Assessment completed by the Contractor and the State at the end of the implementation process for each AIMS System phase.

(iii) The warranty period(s) on any additional work and/or enhancements requests by the State subsequent to a phase that has been implemented will begin on the date that the State approves, in writing, the Post-Implementation Assessment completed by the Contractor and the State after the additional work and/or enhancement has been implemented. The warranty period for additional work and/or enhancements initiated during the final year of the contract shall run for the remaining term of the contract.

(iv) The warranty shall be applicable when State staff performs any function under direction of the contractor during any turnover, training or maintenance periods required in the Contract.

(c) Warranty Coverage.

(i) The warranty encompasses any errors, defects, deficiencies or deviations (collectively “defects”) discovered in any product or service and encompasses errors created in State data caused by such defects to the extent that such defects and resultant data errors are not the result of State supplied hardware or software, as reasonably determined by the State.

(ii) The warranty requires the correction by the Contractor of all products or services containing any errors, defects, deficiencies or deviations in State data caused by such. Correction is required, whether occurring in the original contract or resulting from an additional work or custom enhancement requested by the State, or that which is procured in any amendment to the Contract, or in all training manuals and system documentation provided by the Contractor.

(iii) Any corrections of defects relating to the Contract Scope of Services requirements or deliverables and any investigation necessary to determine the source of such defects shall be completed by the Contractor at no cost to the State.

(d) Time Frames for warranty services.

(i) The Contractor must promptly, at the direction of and within the time specified by the State, correct any defects and all AIMS related system errors, deficiencies and/or deviations and correct performance and/or operational delays.

(ii) The Contractor shall provide emergency maintenance services to correct code problems or any performance or operations problems related to the design or coding of the solution software, and its function on a twenty-four (24) hours, seven (7) days a week basis.

(iii) The Contractor shall provide toll-free telephone support between 7:00 A.M. and 5:00 P.M. Central Time Monday through Friday, with the exception of designated non-trading holidays. In addition, the Contractor shall provide self-service and on-line frequently asked question (FAQ) style support at all times. The Contractor shall provide an email address for receiving support requests, with all emails acknowledged as received within 2 hours of being sent if sent before 3:00 P.M. Central Time or by 10:00 A.M. Central Time of the next business day if the original email was sent after 3:00 P.M. Central Time.

(iv) Products and services shall be either replaced, revised, repaired, or corrected within twenty-one (21) calendar days of written notification by the State of the errors, defects, deficiencies or deviations; provided, however, that if the continued use of a defective or deficient product or service would cause damage to the State system(s) or associated data, or would otherwise seriously impair, as determined by the State, the ability of users of the solution(s) to do their jobs or the functions for which the solution was established, then Contractor shall act to repair the defects immediately, unless an extension is otherwise granted in writing by the State.

(v) The State will determine when any errors, defects, deficiencies, or deviations have been resolved.

(e) Resources Required for Warranty Service. The Contractor shall apply all necessary resources to correct the errors, defects, deficiencies or deviations without cost or expense to the State and shall make these corrections with the time frame specified by the State.

(f) Failure to Provide Effective Warranty Services. If the Contractor fails to repair an error, defect, deficiency or deviation for products or services covered by the warranty, the State may, at its option, act to correct or repair the error, defect, deficiency or deviation, and the Contractor shall be required to reimburse the State for all costs incurred to conduct the repair.

(g) Contact for Warranty Services.

(i) The Contractor will be the initial contact point for all warranty notifications and support requests, regardless of the perceived source of the problem.

(ii) The Contractor may elect to have toll-free telephone or on-site warranty repair or support services performed by subcontracted personnel; however, if this is the case, the Contractor shall be responsible for coordinating the effort so that the use of any third-party support is transparent to the State and so that the State shall not have to deal directly with the subcontractor.

(iii) The State reserves the right to approve Subcontractors for warranty service and such subcontractor shall be approved in writing by the State.

The above notwithstanding, the State reserves the right to contact subcontractors directly if the State deems this to be in the best interest of the State.

(h) Maintenance of Operations and Services during Warranty Work. The correction of errors, defects, deficiencies or deviations in work products and/or services shall not detract from or interfere with software maintenance or operational tasks.

(i) Problems Not Caused by Contractor Fault

(i) If Contractor personnel determine that the problem is not the fault of Contractor-provided software or hardware, the Contractor shall notify State support personnel immediately, along with documentation to support that the problem is not the fault of the Contractor.

(ii) If the State agrees the problem is due to software, hardware, or project management decisions that are the responsibility of the State, the State shall resolve the problem. However, in this case, if requested by the State, Contractor personnel shall remain on-site and/or dedicated to the problem to perform any required joint functions until the problem is resolved.

A.8. Upgrades and Enhancements.

(a) All upgrades and/or enhancements to the Solution will be made available to the State as soon as they are released to any of the Contractor's customers.

(b) The Contractor will coordinate with the State on the timing of the installation of the upgrades and/or enhancements.

(c) The Contractor will provide the State will full instructions regarding the steps necessary to install and test upgrades and/or enhancements.

A.9. Information Security Compliance. Contractor warrants to the State that it is familiar with the requirements of the State of Tennessee Enterprise Information Security Policies, and has measures in place that ensure that all data records are transported, stored and accessed in a secure manner. All data is property of the State of Tennessee. The system or contractor must meet or exceed the State's information security requirements for access control, authentication, storage, data destruction, system maintenance and patching and must be compliant with best practices for secure application development as defined in ISO/IEC 27000 series. The State of Tennessee Information Security policy can be found at the following link: http://www.tn.gov/finance/oir/security/secpolicy.html

Contractor warrants that it will cooperate with the State in the course of performance of the Contract so that both parties will be in compliance with State Enterprise Information Security Policies requirements and any other state and federal computer security regulations including cooperation and coordination with State computer security officials and other compliance officers required by its regulations. Contractor staff may be required to undergo background checks.

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 State's or State's designee'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.10. Secure Website.

(a) The Contractor shall host a secure project website for use by the Contractor and the State. The website Landing page shall clearly indicate that AIMS is a State of Tennessee program and shall display logos, title, text and banner regarding unauthorized use.

(b) The website content shall only be accessible to authorized users. The Contractor shall create user accounts and manage access in accordance with the requirements of this contract.

(c) The website shall be updated as warranted by changes or developments and upon request by the State.

A.11. Oversight/ Auditing. The Contractor shall, upon request, provide the State, or its designee, with any data and documentation the State deems necessary for oversight of the project requirements.

A.12. Applicable Gifts and Solicitations Policy. The Contractor shall not offer to give, or give, any gift to any employee of the Treasury Department or to any member of a Board, Commission or Committee administratively attached to the Treasury Department that would violate the Treasury Department's Gifts and Solicitations Policy, included as Attachment 4 to this Contract.

A.13. Transfer of Data. The Contractor shall semi-annually provide to the State all data belonging to the State that is in its possession within sixty days of the end of each six months period of the Contract term. The Contractor and the State shall determine a mutually agreeable format and process for transferring such data. This section does not relieve the Contractor from maintaining all records as required by the Contract.

A.14. Warranty. Contractor represents and warrants that throughout the Term of this Contract ("Warranty Period"), the goods or services provided under this Contract shall conform to the terms and conditions of this contract. 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 all goods or services provided under this Contract shall be provided in a timely and professional manner, by qualified and skilled individuals, 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 the Contractor for the Defective goods or services.

A.15. 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:

This Contract shall be effective on June 15, 2015, ("Effective Date") and extend for a period sixty (60) 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.

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). 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:

Service Description	**Amount**(per compensable increment)
Completion and State approval of the following Deliverables: • Deliverable #2: Project WBS and Schedule – *as detailed in Contract Section A.4.(b).(i).1.* • Deliverable #3: Resource Management Plan – *as detailed in Contract Section A.4.(b).(i).2.* • Deliverable #4: Risk Management Plan - *as detailed in Contract Section A.4.(b).(i).3.* • Deliverable #5: Issue Management Plan - *as detailed in Contract Section A.4.(b).(i).4.* • Deliverable #6: Change Management Plan - *as detailed in Contract Section A.4.(b).(i).5.* • Deliverable #7: Release Management Plan – *as detailed in Contract Section A.4.(b).(i).6.*	***$ [NUMBER]*** *10% of the Total Implementation Cost*
Completion and State approval of the following Deliverables: • Deliverable #10: Requirements Verification and	***$ [NUMBER]*** *20% of the Total Implementation Cost*

Service Description	**Amount**(per compensable increment)
Fit-Gap Analysis – *as detailed in Contract* Section *A.4.(c).* • Deliverable #11: Data Migration Plan – *as detailed in Contract Section A.4.(d).* • Deliverable #12: Test Plan – *as detailed in Contract Section A.4.(e).(i)* • Deliverable #13: Software Test Results Document – *as detailed in Contract Section A.4.(e).(ii)* • Deliverable #14: User Acceptance Testing (UAT) – *as detailed in Contract Section A.4.(e).(iii)*	
Completion and State approval of the following Deliverables: • Deliverable #17: Implementation Plan – *as detailed in Contract Section A.4.(h).* • Deliverable #18: Backup and Recovery Plan – *as detailed in Contract Section A.4.(i).* • Deliverable #19: Training Material and trained trainers – *as detailed in Contract Section A.4.(j).*	***$ [NUMBER]*** *10% of the Total Implementation Cost*
Completion and State approval of AIMS Phase 1 implementation as indicated by written State approval of the Post-Implementation Assessment Report – *as detailed in Contract SectionA.4.(k).*	***$ [NUMBER]*** *30% of the Total Implementation Cost*
Completion and State approval of AIMS Phase 2 implementation as indicated by written State approval of the Post-Implementation Assessment Report – *as detailed in Contract SectionA.4.(l).*	***$ [NUMBER]*** *30% of the Total Implementation Cost*
Total Implementation Amount	***$ [NUMBER]***

Service Description	**Amount** (per compensable increment)				
	Contract Year One	Contract Year Two	Contract Year Three	Contract Year Four	Contract Year Five
Support and Maintenance[1] – *as detailed in Contract Section A.4.(m).*	$ [NUMBER] per year	$ [NUMBER] per year	$ [NUMBER] per year	$ [NUMBER] per year	$ [NUMBER] per year

[1] No Support and Maintenance fee shall be accumulated or invoiced by the Contract until AIMS system is deployed and active. Support and Maintenance fees for Contract Year One will be paid by the State proportionally based on date of implementation. Contract Year One Support and Maintenance fees shall be invoiced by the Contractor in quarterly installments. Support and Maintenance fees for all other contract years awarded under the Contract shall be invoiced by the Contractor in equal quarterly installments, each equal to one-quarter the yearly contract amount, provided the combined quarterly invoices do not exceed the yearly contracted amount. Quarterly installments for all Support and Maintenance fees shall correspond with the State's fiscal year.

Service Description	**Amount** (per compensable increment)
Modification and Enhancement Requests (MERs) [2] – as detailed in Contract Section A.4. (n).	**$**[NUMBER] / per person hour

[2] The Contractor shall be compensated for modifications and enhancements requested and performed pursuant to Contract Section A.4.(n).without a formal amendment of this contract based upon the payment rates detailed in the Modifications and Enhancements Requests portion of Contract Section C.3.(b) above and as agreed pursuant to said Section A.4.(n). If, at any point during the Contract period, the State determines the cost of necessary Professional Services would exceed the maximum liability, the State may amend this Contract to address the need.

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:

State of Tennessee, Department of Treasury
Division of Administrative Services
Budget Officer
14th Floor, Andrew Jackson State Office Building
502 Deaderick Street
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:

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.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 matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service 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 theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.

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, which 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 documentation properly completed.

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

(b) The Contractor shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number in the Substitute W-9 Form must be the same as the Contractor's Federal Employer Identification Number or Tennessee Edison Registration ID.

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 approved by 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:

Carrie Green, Senior Portfolio Manager
State of Tennessee, Department of Treasury
13th Floor, Andrew Jackson State Office Building
502 Deaderick Street
Nashville, TN 37243
Telephone/Fax: (615) 532-1155
Email: Carrie.Green@tn.gov

The Contractor:

Contractor Contact Name and 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 the 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 intentional torts, criminal acts, fraudulent conduct, 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 Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.

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) This Contract document with any attachments or exhibits (excluding the items listed at subsections b. through e., below);

(b) Any clarifications of or addenda to the Contractor's proposal seeking this Contract;

(c) The State solicitation, as may be amended, requesting proposals in competition for this Contract;

(d) Any technical specifications provided to proposers during the procurement process to award this Contract;

(e) The Contractor's proposal 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, these special terms and conditions shall control.

E.2. Insurance. The Contractor shall carry adequate liability and other appropriate forms of insurance.

(a) The Contractor shall maintain, at minimum, the following insurance coverage:

(i) Workers' Compensation/ Employers' Liability (including all states coverage) with a limit not less than the relevant statutory amount or one million dollars ($1,000,000) per occurrence for employers' liability whichever is greater.

(ii) Comprehensive Commercial General Liability (including personal injury & property damage, premises/operations, independent contractor, contractual liability and completed operations/products) with a bodily injury/property damage combined single limit not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate.

(iii) Automobile Coverage (including owned, leased, hired, and non-owned vehicles) with a bodily injury/property damage combined single limit not less than one million dollars ($1,000,000) per occurrence.

(iv) Professional Malpractice Liability with a limit of not less than one million dollars ($1,000,000) per claim and two million dollars ($2,000,000) aggregate.

(b) At any time State may require the Contractor to provide a valid Certificate of Insurance detailing Coverage Description; Insurance Company & Policy Number; Exceptions and Exclusions; Policy Effective Date; Policy Expiration Date; Limit(s) of Liability; and Name and Address of Insured. Failure to provide required evidence of insurance coverage shall be a material breach of this Contract.

E.3. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

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

E.4. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible personal property furnished by the State for the Contractor's use under this Contract. Upon termination of this Contract, all property furnished by the State shall be returned to the State in the same condition as when received, less reasonable wear and tear. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the fair market value of the property at the time of loss.

E.5. Prohibited Advertising or Marketing. The Contractor shall not suggest or imply in advertising or marketing materials that Contractor's goods or services are endorsed by the State. The restrictions on Contractor advertising or marketing materials under this Section shall survive the termination of this Contract.

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 proposal responding to RFP # 30901-27415 (RFP Attachment 6.2., Section B, General Qualifications and Experience Item B.15.) 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 and full right and opportunity to conduct the Contractor's own defense thereof, 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.

E.8. Partial Takeover. The State may, at its convenience and without cause, exercise a partial takeover of any service that the Contractor is obligated to perform under this Contract, including any service which is the subject of a subcontract between Contractor and a third party (a "Partial Takeover"). A Partial Takeover of this Contract by the State shall not be deemed a breach of contract. The Contractor shall be given at least thirty (30) days prior written notice of a Partial Takeover. The notice shall specify the areas of service the State will assume and the date the State will be assuming. The State's exercise of a Partial Takeover shall not alter the Contractor's other duties and responsibilities under this Contract. The State reserves the right to withhold from the Contractor any amounts the Contractor would have been paid but for the State's exercise of a Partial Takeover. The amounts shall be withheld effective as of the date the State exercises its right to a Partial Takeover. The State's exercise of its right to a Partial Takeover of this Contract shall not entitle the Contractor to any actual, general, special, incidental, consequential, or any other damages irrespective of any description or amount.

E.9. Unencumbered Personnel. The Contractor shall not restrict its employees, agents, subcontractors or principals who perform services for the State under this Contract from performing the same or similar services for the State after the termination of this Contract, either as a State employee, an independent contractor, or an employee, agent, subcontractor or principal of another contractor with the State.

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME:

CONTRACTOR SIGNATURE **DATE**

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

STATE OF TENNESSEE, DEPARTMENT OF TREASURY:

DAVID H. LILLARD, JR., STATE TREASURER **DATE**

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. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION

PLEASE SEE EXCEL DOCUMENT LABELED RFP ATTACHMENT 2 FOR SYSTEM REQUIREMENTS MATRIX.

TREASURY DEPARTMENT GIFTS AND SOLICITATION POLICY

No employee or any member of a Board, Commission or Committee administratively attached to the Department shall solicit, accept or agree to accept, directly or indirectly, on behalf themselves or their immediate family, any gift in violation of state law including, but not limited to, any gratuity, service, favor, entertainment, lodging, transportation, loan, loan guarantee rebate, money, any promise, obligation or contract for future awards or compensation or any other thing of monetary value, from any **individual** or **entity** that:

- Has, or is seeking to obtain, contractual or other business or financial relations with the Treasury Department or the Tennessee Consolidated Retirement System;
- Conducts operations or activities that are regulated by the Treasury Department;
- May bid on future procurement from the Department or a Board, Commission, or Committee administratively attached to the Department based on the employee's reasonable belief that the person or entity intends to submit a bid; or
- Has an interest that may be substantially affected by the performance or nonperformance of the employee's official duties.

Generally, gifts from a lobbyist or an employer of a lobbyist are prohibited; however, the following are exceptions to the general gift prohibition:

- A gift given for nonbusiness purpose and motivated by a close personal friendship and not by the position of the employee, and specifically authorized and defined by the Ethics Commission;
- Informational materials in the form of books, articles, periodicals, other written materials, audiotapes, videotapes, or other forms of communication;
- Sample merchandise, promotional items, and appreciation tokens if they are routinely given to customers, suppliers or potential customers or suppliers in the ordinary course of business;
- Unsolicited tokens or awards of appreciation, honorary degrees, or bona fide awards in recognition of public service in the form of a plaque, trophy, desk item, wall memento, and similar items, provided that any such item shall not be in a form which can readily be converted to cash;
- Benefits resulting from business, employment, or other outside activities of the employee or the employee's immediate family, if such benefits are customarily provided to others in similar circumstances and are not enhanced due to the status of the employee;
- Opportunities and benefits made available to all members of an appropriate class of the general public, including but not limited to, discounts afforded to the general public or prizes and awards given out in public contests;
- Expenses of out-of-state travel, if such expenses are paid for or reimbursed by a governmental entity or an established and recognized organization of elected or appointed state government officials;
- Food, refreshments, amenities, goody bags, entertainment, or beverages provided as part of a meal, reception or similar event including tradeshows and professional meetings; and
- Food, refreshments, meals, foodstuffs, entertainment, beverages that are provided in connection with the following: an event where the employee is a speaker or part of a panel discussion at a scheduled meeting of an established or recognized membership organization which regularly meets at in-state events in which invitations are extended to legislative or executive branch employees. The value of the items shall not exceed fifty dollars ($50.00) per person, per day.*

* The amount may be increased to reflect the percentage of change in the average consumer price index. The Ethics Commission publishes the increased amount on its website.

For other gifts offered which are not included in the exceptions above, the employee must obtain the written approval of the Assistant Treasurer for Legal, Compliance, and Audit.