



**STATE OF TENNESSEE
DEPARTMENT OF HEALTH**

**REQUEST FOR PROPOSALS
FOR
Development and Implementation of TNWIC Management
Information System (MIS) Services**

RFP # 34353-14617

RFP CONTENTS

SECTIONS:

1. INTRODUCTION
2. RFP SCHEDULE OF EVENTS
3. RESPONSE REQUIREMENTS
4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS
5. EVALUATION & CONTRACT AWARD

ATTACHMENTS:

- 6.1. Response Statement of Certifications & Assurances
- 6.2. Technical Response & Evaluation Guide
- 6.3. Cost Proposal & Scoring Guide
- 6.4. Reference Questionnaire
- 6.5. Score Summary Matrix
- 6.6. *Pro Forma* Contract

1. INTRODUCTION

The State of Tennessee, Department of Health, 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, Department of Health (TDH) Division of Health and Wellness Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) Program is issuing this Request for Proposal for the purpose of selecting a qualified WIC MIS Transfer and Implementation contractor (MIS T&I) to provide development and implementation services for the transfer, modification, configuration, interface testing and implementation of the Tennessee WIC management information system (MIS).

The new TNWIC system will automate most of the functions at the State agency, regional, local agency, and clinic levels. It will employ modern web technology, standard WIC data elements, open system architecture, modular components, compliance with federal policy and regulations, and be EBT operational.

The objectives for the TNWIC MIS EBT Implementation Project are as follows:

- Compliance with Federal and State regulations;
- Improved IT services;
- Achieving economies of scale in time and cost;
- Maximizing newer technologies to improve functionality and service;
- Improved customer service;
- More accurate information;
- Improved access to data;
- Reduction of local clinic WIC paperwork burden;
- Minimizing potential for fraud and abuse; and,
- Interoperability with current MIS (PTBMIS) and/or EPI for improved clinic staff efficiency and productivity.

The Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) provides specific nutritious foods, nutrition and breastfeeding education, and referrals to pregnant, breastfeeding and postpartum women, infants and children up to five years of age who are determined to be at nutritional risk and meet income guidelines. The WIC Program is funded by the United States Department of Agriculture (USDA), governed by Federal Regulations contained in the Federal Register 7 CFR Part 246.

The Tennessee WIC Program uses a retail food delivery system to provide supplemental foods to Program participants. WIC food prescriptions and Cash Value Benefits (CVBs) are delivered to participants via paper checks. The WIC checks are issued to participants at the local WIC clinics and redeemed at WIC authorized retail vendors. Currently, there are approximately eight hundred sixty (860) authorized vendors in seven (7) peer groups, including ten (10) just over the State border – two (2) in Kentucky, three (3) in Virginia and five (5) in Georgia. These retailers are a combination of large, national supermarket chains, smaller franchises, independently owned and operated stores, pharmacies and commissaries. Chain stores account for two-thirds of the authorized vendor store locations.

During Federal Fiscal Year 2015, the Tennessee WIC Program served approximately 148,000 participants, in 100,000 households monthly to whom WIC cash value voucher checks were issued for specific food items.

Department Organization

The Tennessee Department of Health is organized into three (3) areas: Population Health, Chief Medical Officer, and Operations. The WIC Program is located within the Division of Family Health and Wellness under the Supplemental Nutrition Programs which is organized under Population Health. Additional staff in the Division of Community Health Services provides support for WIC in the regions and clinics. Staff from the Information Technology Services Division (ITSD) under the deputy commissioner for operations supports the WIC Program's MIS, which is a part of PTBMIS.

State Staffing

The WIC Program's central office is led by a Program Director who oversees five (5) unit coordinators. The five (5) units are administrative support, breastfeeding services, nutrition services, systems, and vendor. Each of these is led by a manager. There are three (3) FTEs supervised by the administrative support manager. There are two (2) FTEs in the breastfeeding unit, and four (4) FTEs in the nutrition services unit. There are three (3) FTEs in the systems unit besides the manager. Within the vendor management unit, there is a manager and two (2) additional FTEs. There are a total of eighteen (18) FTEs, including an epidemiologist within the WIC Program central office.

Within the division, the WIC Program receives support from the Fiscal Director and her team in completing the FNS 798 Report and the MIS Summary Report each year. This unit also supports the funding for the local WIC clinic programs in the metro and rural regions.

The Information Technology Services Division (ITSD) administers the Department's computer resources and is responsible for enhancing and maintaining the TDH computer systems and technical infrastructure. Within ITSD, there is one (1) FTE assigned to provide support to the WIC Program. ITSD also provides technical assistance in such areas as project management, help desk, system maintenance and hardware support. Its first line of help desk and hardware support is provided by staff in the regional offices. The State WIC Systems Unit maintains responsibility for resolution of programmatic issues.

Clinic Administration

The Tennessee Department of Health has integrated the WIC Program within its network of integrated services clinics administered through the county health departments. Fourteen (14) regional offices with WIC staff support the 130 clinics in the state's 95 counties. Six (6) of these county health departments operate as contractors to TDH; the remaining health departments are directly administered by TDH through the other eight (8) regional offices. WIC Program administration in the contract counties is for the most part the same as in the State-run county health departments because all counties operate under the same policy manual and use the same management information system (MIS).

There are approximately sixteen hundred (1600) local WIC Program staff that who provide direct participant services at the clinics across the state. Although all of the clinics provide the same WIC services, the staffing varies by the caseload volume. Each clinic has at least one (1) clerk and one (1) CPA, with many also having a Nurse Assistant to collect anthropometrics. However, as the caseload increases, so does the number of staff. The largest clinic with a caseload of approximately 7,000 WIC participants has thirty-three (33) FTEs available with the potential for direct participant interaction.

Project Oversight

The Tennessee WIC MIS Project will be coordinated at the WIC Program level by the TNWIC Advisory Council with assistance and participation from the Information Technology Services Division (ITSD) of the Tennessee Department of Health (TDH), the Strategic Technology Solutions (STS) Division of the Tennessee Department of Finance Administration, and the Information Systems Plan Advisory Committee (ISPAC).

TN WIC Advisory Council

The Project Advisory Council is comprised of senior members of both the Department of Health and the WIC Program and a regional representative. The Council is responsible for managing contingencies, managing stakeholder expectations, providing policy leadership, and conflict resolution. The Tennessee WIC Director will serve as the Project Sponsor and a member of this Council. The Project Sponsor and the TNWIC Project Manager bear the responsibility for keeping senior management abreast of the project's status and activities.

Strategic Technology Solutions

Strategic Technology Solutions (STS) will provide services as needed to support the WIC MIS EBT project as defined in the Information Systems Plan (ISP) project which details scope and resource requirements. Examples of STS services include, but are not limited to, creating the Build Book detailing computer hardware, operating system, and network requirements. Finally, STS will monitor the WIC MIS EBT project lifecycle as defined in the ISP.

TNWIC Project Manager

The TNWIC Project Manager with assistance from the ITSD Project Manager, who are both State employees, and the Project Management Services Contractor will maintain the project schedule and oversee tasks related to the MIS and EBT implementation, including but not limited to, clinic assessments and enablement, UPC/PLU data collection, system and retail vendor certification processes, training, User Acceptance Testing (UAT) and Pilot testing, and updates to policies and procedures. The TNWIC Project Manager with assistance from the ITSD Project Manager and Project Management Services Contractor will review all contractor deliverables and facilitate WIC Program staff review and provision of feedback.

Project Management Services Contractor

The Project Management Services Contractor (PMSC) will maintain responsibility for ensuring that the project team completes the project successfully and within budget. The PMSC will develop the project plan with the team and manage the team's performance of project tasks while monitoring the MIS transfer and implementation, EBT implementation, and Quality Assurance contractors' performances. The PMSC will also be responsible for securing acceptance and approval of deliverables from the sponsor and stakeholders, controlling the project's objectives, and providing general project oversight.

WIC Highly Involved and Proficient Staff (WHIPS)

Selected regional and clinic staff will become Super Users of the new system. They will work with the project team in the implementation of the new MIS and EBT systems. Tasks and activities will include, but not be limited to, participating in design sessions and UAT, and serving in a training and support role during rollout.

Quality Assurance Contractor

The Quality Assurance contractor will provide oversight, verification, and validation of the performance of both the MIS transfer and implementation and EBT implementation contractors.

Current System Overview

The existing system, Patient, Tracking and Billing Management Information System (PTBMIS), is an integrated system serving the patients of the TDH. PTBMIS tracks patients from the time an appointment is made through the delivery of service. PTBMIS is a proprietary system developed by NetSmart, Inc. and has been in use by the TDH since 1988. PTBMIS is a distributed system that operates in-real time on thirteen (13) IBM AS400s and one (1) Central Office AS400. Nightly batch jobs upload selected data to the Central Office AS400. It is a DB2 database and is programmed in COBOL. Each clinic has one (1) or more terminals (or PCs using terminal emulation) with access to all patient data for the clinic's region.

The program modules in PTBMIS use the master patient file and all share the following screens: 1) registration, 2) appointment scheduling, 3) encounter, 4) financial information, and 5) billing. PTBMIS also has program modules for WIC, Family Planning, Immunization, Pharmacy, Case Management, Managed Care and HUGS.

A Master Patient Index (MPI), currently using the same technology as PTBMIS, is in place and is interoperable with PTBMIS, the Immunization Registry, and Vista (the Medical Record module of EPI). The plan is that all future patient based systems will be interoperable with the MPI.

The WIC Program uses a separate system, SAMIS, for vendor management. SAMIS is a PC-based, Microsoft Access application that maintains all data needed to meet WIC Program requirements for The Integrity Profile (TIP) database. Each regional office has a run-time version of SAMIS for use in adding and updating vendor records.

Workload Data

The average monthly caseload by participant category for FFY2015 is as follows:

Federal Participation	October	November	December	January	February	March	April	May	June	July	August	September	YTD Total
15. a. Women Pregnant	19,679	18,784	17,977	17,900	17,003	17,142	17,601	17,916	18,200	18,261	18,399	17,906	216,768
b. Women Fully Breastfeeding	4,390	4,305	4,265	4,170	4,053	4,099	4,120	4,035	4,250	4,210	4,257	4,197	50,351
c. Women Partially Breastfeeding	4,742	4,689	4,693	4,654	4,541	4,558	4,449	4,499	4,430	4,361	4,531	4,704	54,851
d. Women Postpartum	13,585	13,592	13,766	14,025	13,605	13,405	13,383	13,124	13,063	12,942	12,840	12,876	160,208
e. Total Women	42,396	41,370	40,701	40,749	39,202	39,204	39,553	39,574	39,943	39,774	40,027	39,683	482,176
16. a. Infants Fully Breastfed	3,990	3,909	3,906	3,862	3,740	3,769	3,793	4,064	3,914	3,828	3,865	3,851	46,491
b. Infants Partially Breastfed	4,895	4,791	4,741	4,776	4,642	4,602	4,580	4,614	4,490	4,467	4,651	4,825	56,074
c. Infants Fully Formula-fed	34,516	34,018	33,850	33,895	32,945	33,230	33,635	33,383	33,911	33,985	33,823	33,655	404,848
d. Total Infants	43,401	42,718	42,497	42,533	41,327	41,601	42,008	42,061	42,315	42,280	42,339	42,331	507,411
17. Children	72,413	71,040	69,489	68,355	65,974	65,137	65,018	65,500	66,472	66,351	67,967	68,066	811,802
18. Total	158,210	155,128	152,687	151,637	146,503	145,942	146,579	147,135	148,730	148,405	150,333	150,100	1,801,389

The MIS T&I contractor will be expected to incorporate caseload growth into their capacity planning. For planning purposes, Tennessee WIC's current and projected caseload over the next ten (10) years is as follows:

Caseload Projection			
FY15	147,500	FY20	151,000
FY16	148,500	FY21	152,000
FY17	149,000	FY22	153,000
FY18	149,500	FY23	154,000
FY19	150,000	FY24	155,000

Proposed New System Environment System Overview

The new TNWIC system will have multiple components and locations – the central host processing site (CPS), state agency, regional offices, and clinics. Tennessee WIC will maintain a central host site to support its state, regional and clinic sites. The transferred system will be web-based, use modern network technologies and utilize open system architecture.

The clinic application in the WIC system will contain the business rules to support clinic level operations, such as appointment scheduling, participant certification, food benefit issuance, documentation of nutrition education, food package changes, mid-certification updates and edits, participant transfers, and reporting. In addition, regional functionality will include some vendor management functionality. Regional vendor management staff perform authorization visits, routine monitoring, training, and inventory audits. The state office application will contain the functions for statewide reporting, vendor management, financial management (including communications with the host processor for EBT), food instrument reconciliation, program integrity, and dual participation oversight. Both the clinic application and the state office application will be housed on the central processor, along with the relational database that contains all of the participant records.

WIC personnel in a clinic who have contact with participants will each have their own workstation. Data will be entered directly into a participant's record, eliminating paper files. In addition, signature capture, for participants, will be done through the use of electronic signature pads. Clinics will have EBT Card readers, PIN Pads (usually one for each Clerical workstation), and access to networked printers for reports and forms.

Hardware Plan

The hardware plan identifies the anticipated hardware necessary to operate the WIC MIS. Hardware necessary to operate the system at the host, State, regional office, and clinic level has been identified and described as part of each level's architecture.

Central Processing Site (CPS) Hardware

Tennessee's CPS will provide processing power, control Web traffic, and will house and manage all participant and program data, including the report server(s). The MIS T&I contractor shall provide technical support to ensure the State hardware meets the requirements of the MIS.

The CPS will include, at a minimum, five (5) primary servers:

- (1) Web server(s);
- (2) Application server(s);
- (3) Database server(s);
- (4) Test/Train server(s); and
- (5) Report server(s)

In addition to these servers, managed switches and routers will help direct data traffic. Furthermore, there will be an Uninterruptible Power Supply (UPS) to provide continuous operation in the event of a power failure, a backup device (Tape, RAID, SAN, etc.), and telecommunications equipment including a hardware firewall. Where applicable, the UPS should have the ability for unattended graceful shutdowns and restarts in the case of a total power failure.

A redundant site will be established to handle failovers if the primary CPS fails. This failover site will mirror that of the CPS configuration. This failover site will utilize its own web, application and database servers.

State Office Hardware

The workstations in the State will connect to the CPS allowing State WIC personnel access to participant, vendor, and issue/redemption data from the CPS, to perform error corrections, and to perform everyday State office functions. Additionally, a Card reader will be required for issuing an EBT Card for compliance buys, and tablets will be used to collect vendor monitoring data at the retail locations, as applicable.

Help Desk workstations are anticipated to be included in the State office hardware. These workstations will meet the minimum technical specifications identified and should reflect all possible clinic configurations to assist in troubleshooting efforts. Much of the existing hardware in the State office is anticipated to be technically sufficient to operate the proposed State level application.

A separate test/training environment will also be established. This training environment will utilize the production web server, application server, and database server. Additional workstations, laser printers, Card readers with PIN pads, electronic signature pads, and document scanners, as applicable, may be required to support the training activities.

Local Agency and Clinic Hardware

Local agency and Regional staff perform administrative oversight, usually within clinic locations. Therefore, the hardware used by local agency administrators is often the hardware used by the clinic within their agency. Any existing hardware that meets the hardware specifications will be used in the WIC MIS. In the regional offices where vendor monitoring activities are performed, tablets are expected to be utilized to record and document this task.

The clinic sites will utilize a Local Area Network (LAN) or Wide Area Network (WAN) that includes workstation(s), printer(s) and hardware device(s) such as Card readers with PIN pads, electronic signature pads, and scanners. The central host requires the ability to use remote asset management software to push out revisions, drivers, and operating system changes to workstations to manage their remote peers rather than configuring each manually on-site. Operating system changes include security patches and software patches (e.g., browsers and drivers). Conversely, managed routers and switches must also be specified so that the system administrator can access

each clinic's LAN or WAN and workstations to troubleshoot problems from the CPS. Furthermore, firewalls may also be maintained, monitored and configured remotely from the CPS.

It is anticipated that the following equipment will be used:

- Workstations
- Laser (Document) Printers
- Electronic Signature Pads
- Card Readers
- Pin Pads
- Document Scanners (as applicable)
- Tablets
- Routers and Switches
- Firewalls (as applicable)

Software Plan

Of the existing WIC systems in the market, some are browser dependent while others are not. All workstations at the State, regional, and clinic offices will be expected to use the same version of Microsoft Windows and the same version of the browser (to meet the State standard). This will reduce the variables for troubleshooting issues as they arise during implementation. No other system related software is required to be installed on the workstations. It is anticipated that office automation software (e.g., MS Office Suite) will be installed as needed for producing letters and other materials.

The CPS will require operating systems, a relational database management system (RDMS) to maintain participant and vendor records, a development language to provide the visual front end, and communications software to manage traffic. Other software will be required as well (e.g., anti-virus, backup). This software will be defined by the system selected.

Telecommunications Plan

Ensuring adequate and reliable telecommunications between the central processor, the state agency and each of the clinics will be a key element in the successful implementation and operation of the Tennessee WIC system. The Tennessee Department of Health operates its own network utilized by each of the health departments. A preliminary survey has been conducted to determine the present state of the telecommunications capability. One hundred (100) of the clinic sites are on a Metro E system that is scalable. The remaining thirty (30) sites are currently on a sub-T1 line. The timeline for upgrading/replacing these lines is unknown at this time. However, it is believed that the high-speed data lines available are expected to provide adequate bandwidth to handle the new WIC system's needs. The amount of bandwidth needed for the WIC application and the performance requirements will be visited at various points of the design phase of the project. The MIS T&I must benchmark the system with peak level data to verify that it meets the need of the Tennessee WIC Program.

EPI

The TDH has begun the implementation of a new system that will eventually replace the current PTBMIS which is anchored by an Electronic Health Record (EHR). This new system is named Electronic Public-health Information (EPI) system and is a comprehensive, multi-year effort which will transform and enhance the tools and information to public health providers and policy makers. Since the WIC MIS is currently a module within the TDH's PTBMIS, the plan is to fully interoperate the transferred WIC MIS/EBT system with the EPI system using HL7 standards for interoperability. Any data fields used by the new TNWIC system must be interoperable with any other state system which uses the same data fields. The primary purpose is to avoid the hardship on users by requiring double data entry.

EPI will meet the following high level requirements:

- Provide an individual Electronic Health Record (EHR) and patient demographic record for each patient that can be shared among all public health facilities across Tennessee.

- Define and deliver a centrally-managed data repository for the pilot regions to facilitate improved access, analysis, and reporting of population and patient information with consideration to future sharing both internally and externally.
- Collect and manage information to support the maximum number of clinical, care coordination, primary prevention, and health education services, including capabilities in several functional categories:

Clinical

- Ability to capture and store health information data in a patient's EHR
- Ability to append information in a patient's EHR
- Ability to access, view, and produce reports on patients' health data from either or both regions
- Ability to configure role-based user permissions to facilitate workflow and the capture of information
- Ability to implement the business rules required for providing clinical alerts and reminders
- Ability to embed easy coding assistance and documentation patterns or templates to support chosen codes
- Ability to transmit immunization information to the Immunization Registry
- Ability to electronically deliver orders to the State Lab and reference lab and receive results
- Ability for provider order entry for in-house pharmaceuticals
- Ability to capture an audit trail of user transaction

Administrative

- Ability to integrate patient registration and appointment scheduling/management that provides, at a minimum, the current level of functionality
- Ability to integrate with and maintain all back office functions at the current functional level
- Ability to determine eligibility for services
- Ability to determine charges for services based on, for example, eligibility and sliding fees based on income or citizenship
- Ability to add and maintain internal and external codes and coding protocols, including internal program codes, and procedure and diagnosis codes
- Ability to add and maintain business rules related to protocols, clinical alerts, and reminders
- Ability to scan/image and display clinical paper documents to associate with a patient's medical record

Management

- Ability of preformatted and ad-hoc Quality Improvement and Audit reports, including data from all functional levels of the pilot region
- Capability to query and report based on a variety of performance, productivity, patient, provider, and encounter based variables
- Design a master data management plan which addresses EPI v1.0 to support current and future state-level reporting

Privacy, Security and Compliance

- Ability to comply with all required HIPAA HITECH security, privacy, and health care laws, rules, policies, and guidelines, including the EHR, PTBMIS, and any ancillary systems included in the scope of this project
- Implementation of appropriate HIPAA HITECH Administrative, Physical, and Technical safeguards to protect the confidentiality, integrity, and availability of electronic PHI and PII as it is created, received, maintained and transmitted in compliance with Federal and State regulations for Privacy and Security, in accordance with National Standards when available and appropriate

Conversion

- Provision for conversion of appropriate PTBMIS data into EPI, including but not limited to, patient demographic and/or encounter information, clinic locations and addresses, and physician information

- Provision for conversion of current medical charts via scanning/imaging, including association of scanned documents to a patient's electronic health record on location as patients present for service; and secure access to the documents
- Provision for the beginning of each patient's electronic record with continuity of care data transfer

Technology

- Ability to bi-directionally interface/integrate/interoperate with PTBMIS, TENNIS (immunization registry), MPI, LABS
- Compatibility with HL7 and capability for communicating with State Lab and the immunization registry
- Backup and disaster recovery
- Capacity of installation of VistA upgrades and/or patches
- Ability to print clinical documents and orders at the local level
- Compliance with OIR standards or approved exception

Health Level Seven (HL7) Interface

HL7's Version 2.x (v2) messaging standard is the workhorse of electronic data exchange in the clinical domain and arguably the most widely implemented standard for healthcare in the world. This messaging standard allows the exchange of clinical data between systems. It is designed to support a central patient care system as well as a more distributed environment where data resides in departmental systems. HL7 v2 defines a series of electronic messages to support administrative, logistical, financial, and clinical processes. Any HL7 version used should meet Meaningful Use requirements for the message type.

HL7 v2.x messages use a delimited (non-XML) encoding syntax based on segments (lines) and one-character delimiters. Segments have composites (fields) separated by the composite delimiter. A composite can have sub-composites (components) separated by the sub-composite delimiter, and sub-composites can have sub-sub-composites (subcomponents) separated by the sub-sub-composite delimiter. The default delimiters are a vertical bar or pipe (|) for the field separator, the caret (^) for the component separator, and ampersand (&) for the subcomponent separator. The tilde (~) is the default repetition separator. Each segment starts with a 3-character string which identifies the segment type. Each segment of the message contains one specific category of information. Every message has MSH as its first segment, which includes a field that identifies the message type. The message type determines the expected segment types in the message. The segment types used in a particular message type are specified by the segment grammar notation used in the HL7 standards.

HL7 v2.x has allowed for the interoperability between electronic Patient Administration Systems (PAS), Electronic Practice Management (EPM) systems, Laboratory Information Systems (LIS), Dietary, Pharmacy and Billing systems as well as Electronic Medical Record (EMR) or Electronic Health Record (EHR) systems. Currently, the HL7 v2.x messaging standard is supported by every major medical information systems vendor in the United States.

HL7 is the predominant standard for Data and System Interoperability in Healthcare, but there are standards from other Standards Developing Organizations (SDO) that are identified in the HL7 Standards or otherwise used in connection with this system. These other standards are all collectively implied by the term "HL7 Standards". The other SDO list includes: IHTSDO (SNOMED), LOINC, NCPDP, and OASIS.

Other Systems with which the WIC System will Interact

The new TNWIC MIS must be interoperable with the following major data exchanges:

- (1) PTBMIS or a successor Practice Management System – The EPI Project currently in the early deployment stage will eventually provide a replacement system for the PTBMIS. PTBMIS will be providing a Patient Registration, including Financial and Eligibility Information until replacement systems for these features are identified.
- (2) Master Person Index - The index of TDH systems where a person has data.
- (3) VistA - the Medical Records System component of EPI or a non-VistA Medical Records System deployed by one or more regions.
- (4) TennIIS – the Tennessee Immunization Information System or immunization registry.

- (5) Patient Scheduling – The current Patient Scheduling System is a module of the PTBMIS and will be supplied with basic interoperability functions for WIC and other systems. A new patient scheduling system is planned to interoperate with EPI.

It is also expected that the new system will have the same capability to export data to be used by other systems, including an interface with the EBT processor and the USDA/FNS minimum data set. Furthermore, in some clinics appointment data will be passed to an auto-dialer system for telephone, text, or email notifications.

Direct-Entry Functionality

In addition to interoperability with EPI and other systems as mentioned before, the TNWIC MIS system will need to have functionality that will allow end users to enter data directly into the TNWIC MIS. One county will not interoperate with EPI, and will need the ability to enter WIC information directly into the TNWIC MIS without using a system mentioned above.

Appointment Scheduler

The new TNWIC system will have a functional module that supports scheduling events for all aspects of the WIC Program. The TDH currently relies on the PTBMIS scheduling module that is not as robust as those in modern WIC systems. The scheduler in the selected system could be a candidate for a new scheduler in EPI. Functionality must be available to structure appointments by program and sub-program and type of appointment. Furthermore, the system must enable the assignment of an appointment to a type of provider or to an individual provider. Different appointment types must be able to be assigned differing lengths of appointment time. There are currently twelve (12) programs within the TDH that utilize the scheduler in PTBMIS. Within these twelve (12) programs, there are one hundred ninety-five (195) sub-programs that have approximately four hundred thirteen (413) different appointment types available for selection.

If the WIC scheduling module is not selected for all of TDH, it will be necessary to have a bi-directional interface between this major WIC module and PTBMIS/EPI.

EBT

The TNWIC MIS will be EBT operational and interface with the EBT processor under the specifications of the USDA WIC Universal Interface guidelines.

The TNWIC MIS will pass demographic and benefit data to the EBT system. The EBT system will maintain the WIC household EBT accounts, maintain Card information, acquire and validate WIC redemption transactions from the WIC vendors, process payments to the WIC vendors, and supply the WIC MIS with redemption data for reporting and reconciliation.

In order to support EBT functionality, the TNWIC MIS will encompass the following data and system features:

- Identify Head of Household/ Primary Card Holder
- PAN (Card number) capture
- Record Card replacement
- Foster child identification
- Contain family demographics and income
- Provide Food packages by category/subcategory/unit of measure
- Maintain historical record of food packages issued
- Enable PAN linkage to unique food package issuance ID aggregated by household.

Desired Schedule

The schedule for the MIS transfer and implementation is presented below:

Milestone	Date
Project Kick-off Meeting	July 2017
User Acceptance Test (UAT)	October 2017- December 2017
Sign-off of Operational Readiness	January 2018

Milestone	Date
Pilot Test	January 2018 - March 2018
Sign-off of Rollout Readiness	April 2018
Statewide Rollout	April 2018 – November 2018
Transition Out Phase	November 2018
Maintenance and Operations	November 2018 – November 2022

Coordination and Communication with the EBT Contractor

The MIS T&I contractor will be required to work with the EBT contractor. This cooperative effort will include joint planning, design, testing, and implementation activities as defined herein.

Documentation

The transfer (with modifications) of a new system to Tennessee WIC includes not only the modified software but the updated system documentation as well. Thorough and concise documentation has already been prepared for all of the systems that Tennessee would procure. Respondents must demonstrate that they are well-versed in industry standard system documentation methodologies and willing and capable of updating their system documentation as needed to reflect any modifications made to the system. Tennessee agrees to accept the most current system documentation as the baseline documentation for the version of the system bid that will be modified with the addition of changes and enhancements to reflect the modifications made to the system as requested by Tennessee. All references to the selected system are to be replaced with a reference to Tennessee. Any functionality added, modified, or deleted from the base transfer application is to be noted as such in each document. In addition, the existing system training materials and user manuals will require revision to reflect any system modifications made.

Drafts

For deliverables defined below that specify more than one draft, it is intended that the first draft and all subsequent drafts represent the contractors' good faith best effort to submit an accurate and complete deliverable. Drafts that contain missing and/or inaccurate sections that the contractor could have supplied (e.g., that are not dependent on information that the contractor through no fault of its own could not obtain in time to include in the deliverable) will be rejected without further review. All versions of deliverables that are actual documents must be submitted in electronic form in the current State standard version of MS WORD, MS Excel or MS Project. Subsequent electronic versions of drafts (including the final version) must be submitted with changes tracked.

The MIS T&I contractor must formally submit all deliverables to the Project Management Services Contractor and the TNWIC Project Manager. In addition, all deliverables must be posted on a dedicated project website to facilitate review. All deliverable review comments will be sent to the Project Management Services Contractor. The PMSC will prepare a single consolidated set of comments and corrections that will be delivered to the MIS T&I contractor as appropriate.

MIS Project Phasing

The Tennessee WIC MIS EBT system project will consist of nine (9) phases. These phases are:

- (1) Project Initiation, Planning, and Management
- (2) System Design
- (3) System Transfer, Modification, and Testing
- (4) User Acceptance Test (UAT)
- (5) Pilot Test
- (6) Data Conversion and Rollout
- (7) Operation and Maintenance and Initial Warranty Period
- (8) Project Closure and Transition
- (9) Extended Warranty and Operations Period Options

Potential contractors must propose a Project Work Plan that meets or exceeds the requirements and schedule described above as well as FNS requirements for testing and rollout (<http://www.fns.usda.gov/apd/new-rule->

[system-testing](#)). Potential contractors must include a detailed schedule of proposed work including Gantt charts illustrating project milestones, dates or timeframes for contract deliverables, and dates or timeframes for review of deliverables by the State.

The respondent must acknowledge the goal of an incremental but rapid rollout of the system to the Tennessee clinics and commit to assisting them in accomplishing that goal.

- 1.1.2. The following is an estimate that the State believes it will cost to implement and maintain the following services for the entire contract Term: \$1,930,292.50.

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

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

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

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

1.3. **Nondiscrimination**

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

1.4. **RFP Communications**

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

RFP 34353-14617

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

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

Jennifer Garrison, Solicitation Coordinator
 Department of General Services
 Central Procurement Office
 3rd Floor WRS TN Tower
 312 Rosa L. Parks Avenue
 Nashville, TN 37243-1102
 615-532-2440
Jennifer.B.Garrison@tn.gov

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

- a. staff of the Governor's Office of Diversity Business Enterprise for assistance available to minority-owned, woman-owned, Tennessee service-disabled veteran owned, and small businesses as well as general, public information relating to this RFP (visit <http://www.tn.gov/generalservices/article/godbe-general-contacts> for contact information); and
- b. the following individual designated by the State to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and associated federal regulations:

Helen Crowley, Compliance Team Lead
 Central Procurement Office
 Department of General Services
 WRS Tennessee Tower, 3rd Floor
 312 Rosa L. Parks Ave.
 Nashville, TN 37243
 615-741-3836
 Helen.Crowley@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 1.8).
- 1.4.7. The State reserves the right to determine, at its sole discretion, the method of conveying official, written responses and communications related to this RFP. Such written communications may be transmitted by mail, hand-delivery, facsimile, electronic mail, Internet posting, or any other means deemed reasonable by the State. For internet posting, please refer to the following website: <http://tn.gov/generalservices/article/request-for-proposals-rfp-opportunities>.
- 1.4.8. The State reserves the right to determine, at its sole discretion, the appropriateness and adequacy of responses to written comments, questions, and requests related to this RFP. The State's official, written responses will constitute an amendment of this RFP.
- 1.4.9. Any data or factual information provided by the State (in this RFP, an RFP amendment or any other communication relating to this RFP) is for informational purposes only. The State will make reasonable efforts to ensure the accuracy of such data or information, however it is the Respondent's obligation to independently verify any data or information provided by the State. The State expressly disclaims the accuracy or adequacy of any information or data that it provides to prospective Respondents.

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

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

1.6. Respondent Required Review & Waiver of Objections

- 1.6.1. Each prospective Respondent must carefully review this RFP, including but not limited to, attachments, the RFP Attachment 6.6., *Pro Forma* Contract, and any amendments, for questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively called "questions and comments").
- 1.6.2. Any prospective Respondent having questions and comments concerning this RFP must provide them in writing to the State no later than the Written Questions & Comments Deadline detailed in the RFP Section 2, Schedule of Events.
- 1.6.3. Protests based on any objection to the RFP shall be considered waived and invalid if the objection has not been brought to the attention of the State, in writing, by the Written Questions & Comments Deadline.

1.7. Pre-Response Conference

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

The conference will be held at:

Tennessee Department of Health
 Andrew Johnson Tower
 8th floor Conference Room A
 710 James Robertson Parkway
 Nashville, TN 37243

Respondents may participate by phone by dialing 888-757-2790 using pass code 633789.

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

1.8. Notice of Intent to Respond

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

- the business or individual's name (as appropriate)
- a contact person's name and title
- the contact person's mailing address, telephone number, facsimile number, and e-mail address

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

1.9. Response Deadline

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

2. RFP SCHEDULE OF EVENTS

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

EVENT	TIME (central time zone)	DATE
1. RFP Issued		February 14, 2017
2. Disability Accommodation Request Deadline	2:00 p.m.	February 17, 2017
3. Pre-response Conference	2:00 p.m.	February 24, 2017
4. Notice of Intent to Respond Deadline	2:00 p.m.	February 27, 2017
5. Written "Questions & Comments" Deadline	2:00 p.m.	March 3, 2017
6. State Response to Written "Questions & Comments"		March 14, 2017
7. Response Deadline	2:00 p.m.	April 19, 2017
8. State Completion of Technical Response Evaluations		April 28, 2017
9. State Opening & Scoring of Cost Proposals	2:00 p.m.	May 1, 2017
10. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	May 5, 2017
11. End of Open File Period		May 12, 2017
12. FNS Review and Approval of Contract		June 12, 2017
13. State sends contract to Contractor for signature		June 13, 2017
14. Contractor Signature Deadline	2:00 p.m.	June 14, 2017

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

3. RESPONSE REQUIREMENTS

3.1. Response Form

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

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

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

- 3.1.1.1. A Respondent must use the RFP Attachment 6.2., Technical Response & Evaluation Guide to organize, reference, and draft the Technical Response by duplicating the attachment, adding appropriate page numbers as required, and using the guide as a table of contents covering the Technical Response.
- 3.1.1.2. A response should be economically prepared, with emphasis on completeness and clarity. A response, as well as any reference material presented, must be written in English and must be written on standard 8 ½" x 11" pages (although oversized 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 Attachment 6.3 Cost Proposal & Holdback 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 34353-14617 TECHNICAL RESPONSE ORIGINAL”

and four (4) digital copies of the Technical Response each in the form of one (1) digital document in “PDF” format properly recorded on its own otherwise blank, standard CD-R recordable disc or USB flash drive labeled:

“RFP 34353-14617 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 34353-14617 COST PROPOSAL ORIGINAL”

and one (1) copy in the form of a digital document in “XLS” format properly recorded on separate, blank, standard CD-R recordable disc or USB flash drive labeled:

“RFP 34353-14617 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 34353-14617 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 34353-14617 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 34353-14617 SEALED TECHNICAL RESPONSE & SEALED COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]”

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

Jennifer Garrison, Solicitation Coordinator
 Department of General Services
 Central Procurement Office
 3rd Floor WRS TN Tower
 312 Rosa L. Parks Avenue
 Nashville, TN 37243-1102
 615-532-2440
Jennifer.B.Garrison@tn.gov

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 not pay any costs associated with the preparation, submittal, or presentation of any response.

4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS

4.1. RFP Amendment

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

4.2. RFP Cancellation

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

4.3. State Right of Rejection

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

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

4.4. Assignment & Subcontracting

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

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

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

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

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

4.5. Right to Refuse Personnel or Subcontractors

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

4.6. Insurance

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

4.7. Professional Licensure and Department of Revenue Registration

- 4.7.1. All persons, agencies, firms, or other entities that provide legal or financial opinions, which a Respondent provides for consideration and evaluation by the State as a part of a response to this RFP, shall be properly licensed to render such opinions.
- 4.7.2. Before the Contract resulting from this RFP is signed, the apparent successful Respondent (and Respondent employees and subcontractors, as applicable) must hold all necessary or appropriate business or professional licenses to provide the goods or services as required by the contract. The State may require any Respondent to submit evidence of proper licensure.
- 4.7.3. Before the Contract resulting from this RFP is signed, the apparent successful Respondent must be registered with the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. The State shall not award a contract unless the Respondent provides proof of such registration or provides documentation from the Department of Revenue that the Contractor is exempt from this registration requirement. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation. For purposes of this registration requirement, the Department of Revenue may be contacted at: TN.Revenue@tn.gov.

4.8. Disclosure of Response Contents

- 4.8.1. All materials submitted to the State in response to this RFP shall become the property of the State of Tennessee. Selection or rejection of a response does not affect this right. By submitting a response, a Respondent acknowledges and accepts that the full response contents and associated documents will become open to public inspection in accordance with the laws of the State of Tennessee.
- 4.8.2. The State will hold all response information, including both technical and cost information, in confidence during the evaluation process. Notwithstanding the foregoing, a list of actual Respondents submitting timely responses may be available to the public, upon request, after technical responses are opened.
- 4.8.3. Upon completion of response evaluations, indicated by public release of a Notice of Intent to Award, the responses and associated materials will be open for review by the public in accordance with *Tennessee Code Annotated*, Section 10-7-504(a)(7).

4.9. Contract Approval and Contract Payments

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

- 4.9.3. No payment will be obligated or made until the relevant Contract is approved as required by applicable statutes and rules of the State of Tennessee.
- 4.9.3.1. The State shall not be liable for payment of any type associated with the Contract resulting from this RFP (or any amendment thereof) or responsible for any goods delivered or services rendered by the Contractor, even goods delivered or services rendered in good faith and even if the Contractor is orally directed to proceed with the delivery of goods or the rendering of services, if it occurs before the Contract start date or after the Contract end date.
- 4.9.3.2. All payments relating to this procurement will be made in accordance with the Payment Terms and Conditions of the Contract resulting from this RFP (refer to RFP Attachment 6.6., *Pro Forma* Contract, Section C).
- 4.9.3.3. If any provision of the Contract provides direct funding or reimbursement for the competitive purchase of goods or services as a component of contract performance or otherwise provides for the reimbursement of specified, actual costs, the State will employ all reasonable means and will require all such documentation that it deems necessary to ensure that such purchases were competitive and costs were reasonable, necessary, and actual. The Contractor shall provide reasonable assistance and access related to such review. Further, the State shall not remit, as funding or reimbursement pursuant to such provisions, any amounts that it determines do not represent reasonable, necessary, and actual costs.

4.10. **Contractor Performance**

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

4.11. **Contract Amendment**

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

Notwithstanding the above, *pro forma* Contract section A.2. provides for limited service "change orders" without a formal Contract Amendment upon the documented mutual agreement by the Parties.

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)	25
Technical Qualifications, Experience & Approach (refer to RFP Attachment 6.2., Section C)	45
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:
- the response adequately meets RFP requirements for further evaluation;
 - the State will request clarifications or corrections for consideration prior to further evaluation; or,
 - 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. **Clarifications and Negotiations.** The State reserves the right to award a contract on the basis of initial responses received, therefore, each response shall contain the Respondent's best terms and conditions from a technical and cost standpoint. The State reserves the right to conduct clarifications or negotiations with one or more Respondents. All communications, clarifications, and negotiations shall be conducted in a manner that supports fairness in response improvement.
- 5.2.3.1. **Clarifications:** The State may identify areas of a response that may require further clarification or areas in which it is apparent that there may have been miscommunications or misunderstandings as to the State's specifications or requirements. The State may seek to clarify those issues identified during one or multiple clarification rounds. Each clarification sought by the State may be unique to an individual Respondent, provided that the process is conducted in a manner that supports fairness in response improvement.
- 5.2.3.2. **Negotiations:** The State may elect to negotiate with one or more Respondents by requesting revised responses, negotiating costs, or finalizing contract terms and conditions. The State reserves the right to conduct multiple negotiation rounds or no negotiations at all.
- 5.2.3.3. **Cost Negotiations:** All Respondents, selected for negotiation by the State, will be given equivalent information with respect to cost negotiations. All cost negotiations will be documented for the procurement file. Additionally, the State may conduct target pricing and other goods or services level negotiations. Target pricing may be based on considerations such as current pricing, market considerations, benchmarks, budget availability, or other methods that do not reveal individual Respondent pricing. During target price negotiations, Respondents are not obligated to reduce their pricing to target prices, but no Respondent is allowed to increase prices.
- 5.2.3.4. If the State determines that it is unable to successfully negotiate a contract with the apparent best evaluated Respondent, the State reserves the right to bypass the

apparent best evaluated Respondent and enter into contract negotiations with the next apparent best evaluated Respondent.

- 5.2.4. **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 34353-14617 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.
10. The Respondent affirms the following statement, as required by the Iran Divestment Act Tenn. Code Ann. § 12-12-111: "By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Respondent is not on the list created pursuant to §12-12-106." For reference purposes, the list is currently available online at: <http://www.tn.gov/generalservices/article/Public-Information-library>.

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 must attach evidence showing the individual's authority to bind the Respondent.

DO NOT SIGN THIS DOCUMENT IF YOU ARE NOT LEGALLY AUTHORIZED TO BIND THE RESPONDENT

SIGNATURE:

PRINTED NAME & TITLE:

DATE:

**RESPONDENT LEGAL ENTITY
NAME:**

RFP ATTACHMENT 6.2. — Section A

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., <i>et. seq.</i>).	
		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 (<i>e.g.</i> , 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.	

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
	A.5.	Provide a statement that the Respondent's proposed WIC Management Information System (MIS) transfer is a proven EBT functional system operating in another State.	
	A.6	Provide Provide a statement that the Respondent's proposed WIC Management Information System (MIS) is Universal Interface (UI) compliant.	
<i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i>			

RFP ATTACHMENT 6.2. — SECTION B

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>i.e.</i> , 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 <i>nolo contendere</i> 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

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<p>impair the Respondent's performance in a contract pursuant to this RFP.</p> <p>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.</p>
	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.	<p>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:</p> <p>(a) the names of the subcontractors along with the contact person, mailing address, telephone number, and e-mail address for each;</p> <p>(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></p> <p>(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.</p>
	B.15.	<p>Provide documentation of the Respondent's commitment to diversity as represented by the following:</p> <p>(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.</p> <p>(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:</p> <p>(i) contract description;</p> <p>(ii) contractor name and ownership characteristics (i.e., ethnicity, gender, Tennessee service-disabled);</p> <p>(iii) contractor contact name and telephone number.</p> <p>(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:</p> <p>(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 NOT INCLUDE DOLLAR AMOUNTS);</p> <p>(ii) anticipated goods or services contract descriptions;</p>

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<p>(iii) names and ownership characteristics (i.e., ethnicity, gender, Tennessee service-disabled veterans) of anticipated subcontractors and supply contractors.</p> <p>NOTE: In order to claim status as a Diversity Business Enterprise under this contract, businesses must be certified by the Governor's Office of Diversity Business Enterprise (Go-DBE). Please visit the Go-DBE website at https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9810 for more information.</p> <p>(d) <u>Workforce</u>. Provide the percentage of the Respondent's total current employees by ethnicity and gender.</p> <p>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.</p>
	B.16.	<p>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:</p> <p>(a) the name, title, telephone number and e-mail address of the State contact knowledgeable about the contract;</p> <p>(b) the procuring State agency name;</p> <p>(c) a brief description of the contract's scope of services;</p> <p>(d) the contract period; and</p> <p>(e) the contract number.</p> <p>NOTES:</p> <ul style="list-style-type: none"> ▪ Current or prior contracts with the State are <u>not</u> a prerequisite and are <u>not</u> required for the maximum evaluation score, and the existence of such contracts with the State will <u>not</u> 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.	<p>Provide customer references from individuals who are <u>not</u> current or former State employees for projects similar to the goods or services sought under this RFP and which represent:</p> <ul style="list-style-type: none"> ▪ two (2) accounts Respondent currently services that are similar in size to the State; <u>and</u> ▪ three (3) completed projects. <p>References from at least three (3) different individuals are required to satisfy the requirements above, e.g., an individual may provide a reference about a completed project and another reference about a currently serviced account. The standard reference questionnaire, which <u>must</u> be used and completed, is provided at RFP Attachment 6.4. References that are not completed as required may be deemed non-responsive and may not be considered.</p> <p>The Respondent will be <u>solely</u> responsible for obtaining fully completed reference questionnaires and including them in the sealed Technical Response. In order to obtain and submit the completed reference questionnaires follow the process below.</p> <p>(a) Add the Respondent's name to the standard reference questionnaire at RFP Attachment 6.4. and make a copy for each reference.</p> <p>(b) Send a reference questionnaire and new, standard #10 envelope to each reference.</p> <p>(c) Instruct the reference to:</p> <ol style="list-style-type: none"> (i) complete the reference questionnaire; (ii) sign and date the completed reference questionnaire;

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<p>(iii) seal the completed, signed, and dated reference questionnaire within the envelope provided;</p> <p>(iv) sign his or her name in ink across the sealed portion of the envelope; and</p> <p>(v) return the sealed envelope directly to the Respondent (the Respondent may wish to give each reference a deadline, such that the Respondent will be able to collect all required references in time to include them within the sealed Technical Response).</p> <p>(d) <u>Do NOT open the sealed references upon receipt.</u></p> <p>(e) Enclose all <u>sealed</u> reference envelopes within a larger, labeled envelope for inclusion in the Technical Response as required.</p> <p>NOTES:</p> <ul style="list-style-type: none"> ▪ 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 <u>no</u> obligation to clarify any reference information.
	B.18.	<p>Provide a statement and any relevant details addressing whether the Respondent is any of the following:</p> <p>(a) is presently debarred, suspended, proposed for debarment, or voluntarily excluded from covered transactions by any federal or state department or agency;</p> <p>(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;</p> <p>(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</p> <p>(d) 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.</p>
	B.19.	Provide a list of MIS transfer contracts and Electronic Benefits Transfer (EBT) contracts currently in progress and their completion status.
	B.20.	Provide a narrative description as to whether or not the Respondent has ever been certified by Food and Nutrition Services (FNS).
		<p>SCORE (for <u>all</u> Section B—Qualifications & Experience Items above): (maximum possible score = 25)</p>
State Use – Evaluator Identification:		

RFP ATTACHMENT 6.2. — SECTION C

TECHNICAL RESPONSE & EVALUATION GUIDE

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

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

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

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

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	C.1.	Provide a narrative that illustrates the Respondent's understanding of the State's requirements and project schedule.		1	
	C.2.	Provide a narrative that illustrates how the Respondent will complete the scope of services, accomplish required objectives, meet all Deliverables and the State's project schedule.		1	
	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.		1	
	C.4.	Provide a narrative description of whether or not the Respondent has had experience with the transfer of a WIC Management Information System (MIS) with EBT functionality.		3	
	C.5.	Provide a narrative description on the Respondent's experience with HL7 in regard to WIC interfaces.		5	
	C.6.	Describe the technical approach and functionality for the TNWIC system to interoperate with other TDH systems while also having the capability to enter the same data fields into the WIC MIS system without interoperability.		5	
	C. 7.	Provide a document that cross references the functional requirements of the Respondent's proposed system to the TN WIC functional requirements detailed in Pro Forma Contract Attachment 1, Exhibit 4.		2	
	C.8.	Provide a narrative description as to whether or not the Respondent's proposed system has ever been used to schedule appointments for Public Health Programs other than WIC and interface with other MIS for these appointments.		5	

RFP ATTACHMENT 6.2. — SECTION C (continued)

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	C.9.	Provide examples of training materials used by the Respondent for a recent MIS transfer training.		2	
	C.10.	The State has set an ambitious goal of an implementation of both a modern MIS that meets all WIC functional requirements with an Electronic Benefits Transfer (EBT) component by October 2018. Please provide a description of the Respondent's timeline for completion (citing specific dates, timeframe for each step, and deadlines) for each of the major implementation tasks.		4	
<i>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.</i>			Total Raw Weighted Score: <i>(sum of Raw Weighted Scores above)</i>		
$\frac{\text{Total Raw Weighted Score}}{\text{Maximum Possible Raw Weighted Score}}$ <i>(i.e., 5 x the sum of item weights above)</i>		X 45 <i>(maximum possible score)</i>		= SCORE:	
<i>State Use – Evaluator Identification:</i>					
<i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i>					

RFP ATTACHMENT 6.3.

Attachment 6.3 is a separate attachment in the form of an Excel spread sheet.

RFP 34353-14617 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.

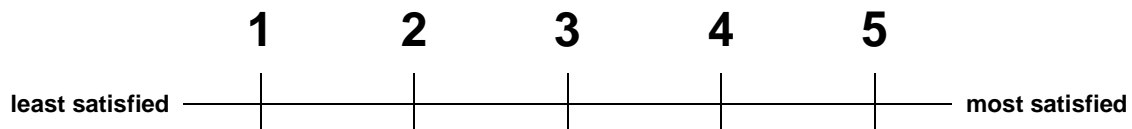
	1	2	3	4	5	
least satisfied	<div style="position: absolute; top: -10px; left: 10%; width: 100%; height: 1px; border-left: 1px solid black; border-right: 1px solid black;"></div>					most satisfied

RFP 34353-14617 REFERENCE QUESTIONNAIRE — PAGE 2

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

- (5) If the goods or services that the reference subject provided to your company or organization are completed, were the goods or services provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.
- (6) If the reference subject is still providing goods or services to your company or organization, are these goods or services being provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.
- (7) How satisfied are you with the reference subject's ability to perform based on your expectations and according to the contractual arrangements?
- (8) In what areas of goods or service delivery does/did the reference subject excel?
- (9) In what areas of goods or service delivery does/did the reference subject fall short?
- (10) What is the level of your satisfaction with the reference subject's project management structures, processes, and personnel?

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



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

RFP 34353-14617 REFERENCE QUESTIONNAIRE — PAGE 3

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

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

	1		2		3		4		5	
least satisfied										most satisfied

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

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

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

	1		2		3		4		5	
least satisfied										most satisfied

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

REFERENCE SIGNATURE:

(by the individual completing this request for reference information)

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

DATE:

SCORE SUMMARY MATRIX

	<i>RESPONDENT NAME</i>		<i>RESPONDENT NAME</i>		<i>RESPONDENT NAME</i>	
GENERAL QUALIFICATIONS & EXPERIENCE (maximum: 25)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	AVERAGE:		AVERAGE:		AVERAGE:	
TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH (maximum: 45)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	AVERAGE:		AVERAGE:		AVERAGE:	
COST PROPOSAL (maximum: 30)	SCORE:		SCORE:		SCORE:	
TOTAL RESPONSE EVALUATION SCORE: (maximum: 100)						

Solicitation Coordinator Signature, Printed Name & Date:

RFP ATTACHMENT 6.6.

RFP 34353-14617 *PRO FORMA* CONTRACT

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

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF HEALTH
AND
CONTRACTOR NAME**

This Contract, by and between the State of Tennessee, Department of Health (“State” or “TDH”) and **Contractor Legal Entity Name** (“Contractor”), is for the provision of the Development and Implementation of Tennessee Women, Infants and Children (WIC) Management Information System (MIS) services, as further defined in the "SCOPE." State and Contractor may be referred to individually as a “Party” or collectively as the “Parties” to this Contract.

The Contractor is **a/an Individual, For-Profit Corporation, Non-Profit Corporation, Special Purpose Corporation Or Association, Partnership, Joint Venture, Or Limited Liability Company.**

Contractor Place of Incorporation or Organization: **Location**

Contractor Edison Registration ID # **Number**

A. SCOPE:

- A.1. The Contractor shall provide all goods or services and deliverables as required, described, and detailed below and in Attachment 1 (“Deliverables”) and shall meet all service and delivery timelines as specified by this Contract. All capitalized terms shall be defined as set forth below and in Attachment 1.
- A.2. The State may, at its sole discretion and with written notice to the Contractor, request changes in the Scope that are necessary but were inadvertently unspecified in this Contract.
- a. Change Order Creation— After receipt of a written request for additional services from the State, the Contractor shall respond to the State, within a maximum of ten (10) business days, with a written proposal for completing the service. Contractor’s proposal must specify:
- (1) the effect, if any, of implementing the requested change(s) on all other services required under this Contract;
 - (2) the specific effort involved in completing the change(s);
 - (3) the expected schedule for completing the change(s);
 - (4) the maximum number of person hours required for the change(s); and
 - (5) the maximum cost for the change(s)— this maximum cost shall in no instance exceed the product of the person hours required multiplied by the appropriate payment rate proposed for such work.

The Contractor shall not perform any additional service until the State has approved the proposal. If approved, the State will sign the proposal, and it shall constitute a Change Order between the Parties pertaining to the specified change(s) and shall be incorporated, hereby, as a part of this Contract.

- b. Change Order Performance— Subsequent to creation of a Change Order, the Contractor shall complete the required services. The State will be the sole judge of the acceptable completion of work and, upon such determination, shall provide the Contractor written approval.
- c. Change Order Remuneration— The State will remunerate the Contractor only for acceptable work. All acceptable work performed pursuant to an approved Change Order, without a formal amendment of this Contract, shall be remunerated in accordance with

and further limited by Contract Section C.3.c., PROVIDED THAT, the State shall be liable to the Contractor only for the cost of the actual goods or services provided to complete the necessary work, not to exceed the maximum cost for the change detailed in the Change Order. In no instance shall the State be liable to the Contractor for any amount exceeding the maximum cost specified by the Change Order authorizing the goods or services. Upon State approval of the work, the Contractor shall invoice the State in accordance with the relevant provisions of this Contract.

A.3. Ownership/Rights/Licensure.

- a. State Ownership - All Deliverables and modifications, in whole and in part, shall be deemed works made for hire of the State for all purposes of copyright law, and copyright shall belong solely to the State. To the extent any work or Deliverable is deemed not to be, for any reason whatsoever, work made for hire, the Contractor agrees to assign and hereby assigns all rights, title and interest, including but not limited to copyright patent, trademark and trade secret, to such work and Deliverables, and all extensions and renewals thereof, to the State. The State shall own all right, title, and interest to the software and associated documentation, including all copyright, patent, trade secret, trademark and other intellectual property rights created by the contractor in connection with such work (in whatever form), that comprise the State's MIS System as designed, developed or installed in accordance with the terms of this Contract. The Contractor shall take all actions necessary and transfer ownership of the Deliverables to the State, including, without limitation, any custom software and associated documentation, including all copyright, patent, trade secret, trademark and other intellectual property rights, on formal acceptance of each Deliverable and following final payment for each Deliverable.
- b. Ownership of Preexisting Products - Contractor will retain all right, title and interest in and to all property developed by it, 1) for clients other than the State, and 2) for internal purposes and not yet delivered to any client, including all copyright, patent, trade secret, trademark and other intellectual property rights created by the Contractor in connection with such work prior to the Effective Date.
- c. Rights for Derivative Works - The Contractor shall grant to the State and the Contractor shall require any subcontractor contributing to any Deliverable to grant to the State a worldwide, non-exclusive, perpetual, irrevocable, fully paid up right and license to use, copy, modify and prepare derivative works based on custom Deliverables, such modifications thereof, and derivative works.
- d. Federal License - All appropriate State and Federal agencies (including without limitation the Federal Government agencies providing FFP) shall have a royalty free, nonexclusive, and irrevocable license to reproduce, publish, translate or otherwise use and to authorize others to use for Federal Government purposes all materials, the software and modifications thereof, and associated documentation designed, developed, or installed with FFP under this Contract.
- e. Licensing - Contractor represents and warrants to the State that it has obtained all rights, grants, assignments, conveyances, licenses, permissions and authorizations necessary or incidental to use of all Deliverables by the State and/or transfer of ownership to the State of all Deliverables, including any materials owned by third parties supplied or specified by it for incorporation in the Deliverables.

- A.4. Data Storage/Backups. The State will perform all backups and data storage in a physically secure location and with secure access controls to authorized personnel. Backup schedules will be maintained to ensure timely availability and integrity of data. All backup data containing PHI and PII will be encrypted at all times (at rest and in transit).

- A.5. VPN - Virtual Private Network. The State will provide a VPN to the Contractor for authorized users to connect to State resources from outside of the State's network as deemed necessary by the State.
- A.6. Sanitization. The Contractor shall upon expiration or termination of the Contract, for any reason, securely return all data received/created by the State or received/created by the Contractor, subcontractor, or agents on behalf of the State, to the State point of contact using a method mutually agreed upon by both Parties at the time of termination. The Contractor will then destroy all data in accordance to the current NIST SP800-88 Sanitation guidelines and provide the State with a "Letter of Destruction" within ten (10) business days after the destruction of data.
- A.7. Security Measures.

Compliance with Enterprise Information Security Policies.

The Contractor is required to meet all the security controls stated in the Tennessee *Enterprise Information Security Policies* (http://www.tn.gov/assets/entities/finance/oir/attachments/PUBLIC-Enterprise-Information-Security-Policies-v2.0_1.pdf) and conform to all applicable State and Federal laws regarding information security. As additional State and Federal Security and Regulatory requirements are imposed, the Contractor shall ensure that the environment content and applications are kept up to date with the emerging requirements.

- A.8. Warranty. Contractor represents and warrants that the term of the warranty ("Warranty Period") shall be the greater of the Term of this Contract or any other warranty general offered by Contractor, its suppliers, or manufacturers to customers of its goods or services. The goods or services provided under this Contract shall conform to the terms and conditions of this Contract throughout the Warranty Period. Any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a "Defect" and shall be considered "Defective." If Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect, at no additional charge.

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

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

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

- A.9. 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 July 1, 2017 ("Effective Date") and extend for a period of eighty-four (84) 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)** ("Maximum Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.
- C.2. **Compensation Firm.** The payment methodology in Section C.3. of this Contract shall constitute the entire compensation due the Contractor for all goods or services provided under this Contract regardless of the difficulty, materials or equipment required. The payment methodology includes all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Contractor.
- C.3. **Payment Methodology.** The Contractor shall be compensated based on the payment methodology for goods or services authorized by the State in a total amount as set forth in Section C.1.
- a. The Contractor's compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.
 - b. The Contractor shall be compensated based upon the following payment methodology:

Implementation Phase			
Goods or Services Description	Compensable Amount	HoldBack Amount	Total Amount (Sum of Compensable Amount and Holdback Amount)
Deliverable 1: Project Initiation Meeting and Memorandum, as detailed in Task 1.1., Attachment 1	\$ NUMBER / (one-time charge upon submission of memorandum – 90%	\$ NUMBER / (one-time charge upon meeting the requirements of Section C.3.d) – 10%	\$ NUMBER
Deliverable 2: System Transfer, Modification and Testing Plan, as detailed in Task 1.2., Attachment 1	\$ NUMBER / (one-time charge upon written approval of plan – 90%	\$ NUMBER / (one-time charge upon meeting the requirements of Section C.3.d) – 10%	\$ NUMBER
Deliverable 3: Final Work Plan and Schedule, as detailed in Task 1.3., Attachment 1	\$ NUMBER / (one-time charge upon written approval of State) – 90%	\$ NUMBER / (one-time charge upon meeting the requirements of Section C.3.d) – 10%	\$ NUMBER
Deliverable 4: System Orientation Training, as detailed in Task 2.1., Attachment 1	\$ NUMBER / (one-time charge upon written approval of State) – 90%	\$ NUMBER / (one-time charge upon meeting the requirements of Section C.3.d) – 10%	\$ NUMBER

Deliverable 5: System Design Sessions, as detailed in Task 2.2., Attachment 1	\$ NUMBER / (one-time charge upon written approval of State) – 90%	\$ NUMBER / (one-time charge upon meeting the requirements of Section C.3.d) – 10%	\$ NUMBER
Deliverable 6: Updated Detailed Functional Design Document, as detailed in Task 2.3., Attachment 1	\$ NUMBER / (one-time charge upon written approval of State) – 90%	\$ NUMBER / (one-time charge upon meeting the requirements of Section C.3.d) – 10%	\$ NUMBER
Deliverable 7: Updated Detailed Technical Specifications Document, as detailed in Task 2.4., Attachment 1	\$ NUMBER / (one-time charge upon written approval of State) – 90%	\$ NUMBER / (one-time charge upon meeting the requirements of Section C.3.d) – 10%	\$ NUMBER
Deliverable 8: Implementation, Conversion, Training and Security Plans, as detailed in Task 2.5., Attachment 1	\$ NUMBER / (one-time charge upon written approval of 4 plans) – 90%	\$ NUMBER / (one-time charge upon meeting the requirements of Section C.3.d) – 10%	\$ NUMBER
Deliverable 9: System Transfer Initiation Meeting Memorandum, as detailed in Task 3.1., Attachment 1	\$ NUMBER / (one-time charge upon written approval of State – 90%	\$ NUMBER / (one-time charge upon meeting the requirements of Section C.3.d) – 10%	\$ NUMBER
Deliverable 10: System Transfer, Modification and Technical Testing, as detailed in Task 3.2.1., Attachment 1	\$ NUMBER / (one-time charge upon written approval of the final product – 90%	\$ NUMBER / (one-time charge upon meeting the requirements of Section C.3.d) – 10%	\$ NUMBER
Deliverable 11: Readiness Certification for UAT/System Software, as detailed in Task 3.2.2., Attachment 1	\$ NUMBER / (one-time charge upon written approval of State – 90%	\$ NUMBER / (one-time charge upon meeting the requirements of Section C.3.d) – 10%	\$ NUMBER
Deliverable 12 User Training Materials, as detailed in Task 3.3., Attachment 1	\$ NUMBER / (one-time charge upon written approval of State) – 90%	\$ NUMBER / (one-time charge upon meeting the requirements of Section C.3.d) – 10%	\$ NUMBER
Deliverable 13: e-Learning Training Modules, as detailed in Task 3.3.2., Attachment 1	\$ NUMBER / (one-time charge upon written approval of State) – 90%	\$ NUMBER / (one-time charge upon meeting the requirements of Section C.3.d) –	\$ NUMBER

		10%	
Deliverable 14: Installation/Operation of System Software, as detailed in Task 4.1., Attachment 1	\$ NUMBER / (one-time charge upon written verification of State) – 90%	\$ NUMBER / (one-time charge upon meeting the requirements of Section C.3.d) – 10%	\$ NUMBER
Deliverable 15: User Training – UAT, as detailed in Task 4.2., Attachment 1	\$ NUMBER / (one-time charge upon written approval of State) – 90%	\$ NUMBER / (one-time charge upon meeting the requirements of Section C.3.d) – 10%	\$ NUMBER
Deliverable 16: Data Conversion – UAT, as detailed in Task 4.3., Attachment 1	\$ NUMBER / (one-time charge upon written approval of State) – 90%	\$ NUMBER / (one-time charge upon meeting the requirements of Section C.3.d) – 10%	\$ NUMBER
Deliverable 17: Acceptance Test Support, as detailed in Task 4.4., Attachment 1	\$ NUMBER / (one-time charge upon written approval of State) – 90%	\$ NUMBER / (one-time charge upon meeting the requirements of Section C.3.d) – 10%	\$ NUMBER
Deliverable 18: Assessment of Tennessee Disaster Recovery Procedures/Disaster Plan, as detailed in Task 4.5., Attachment 1	\$ NUMBER / (one-time charge upon written approval of State) – 90%	\$ NUMBER / (one-time charge upon meeting the requirements of Section C.3.d) – 10%	\$ NUMBER
Deliverable 19: Assessment and Certification of System Readiness for Pilot Implementation, as detailed in Task 4.6., Attachment 1	\$ NUMBER / (one-time charge upon written approval of State) – 90%	\$ NUMBER / (one-time charge upon meeting the requirements of Section C.3.d) – 10%	\$ NUMBER
Deliverable 20: System Pilot Initiation Meeting and Memorandum, as detailed in Task 5.1., Attachment 1	\$ NUMBER / (one-time charge upon written approval of State) – 90%	\$ NUMBER / (one-time charge upon meeting the requirements of Section C.3.d) – 10%	\$ NUMBER
Deliverable 21: Help Desk Training, as detailed in Task 5.2., Attachment 1	\$ NUMBER / (one-time charge upon written approval of State) – 90%	\$ NUMBER / (one-time charge upon meeting the requirements of Section C.3.d) – 10%	\$ NUMBER
Deliverable 22: User Training - Pilot, as detailed in Task 5.3., Attachment 1	\$ NUMBER / (one-time charge upon written approval of	\$ NUMBER / (one-time charge upon meeting the	\$ NUMBER

	State) – 90%	requirements of Section C.3.d) – 10%	
Deliverable 23: Installation of System Software – Pilot Test, as detailed in Task 5.4., Attachment 1	\$ NUMBER / (one-time charge upon written approval of State) – 90%	\$ NUMBER / (one-time charge upon meeting the requirements of Section C.3.d) – 10%	\$ NUMBER
Deliverable 24: Data Conversion – Pilot, as detailed in Task 5.5., Attachment 1	\$ NUMBER / (one-time charge upon written approval of State) – 90%	\$ NUMBER / (one-time charge upon meeting the requirements of Section C.3.d) – 10%	\$ NUMBER
Deliverable 25: System Pilot Support, as detailed in Task 5.6., Attachment 1	\$ NUMBER / (one-time charge upon written approval of State) – 90%	\$ NUMBER / (one-time charge upon meeting the requirements of Section C.3.d) – 10%	\$ NUMBER
Deliverable 26: Regression Acceptance Test, as detailed in Task 5.7.1., Attachment 1	\$ NUMBER / (one-time charge upon written approval of State) – 90%	\$ NUMBER / (one-time charge upon meeting the requirements of Section C.3.d) – 10%	\$ NUMBER
Deliverable 27: System Pilot Report and Rollout Readiness Certification, as detailed in Task 5.7.2., Attachment 1	\$ NUMBER / (one-time charge upon written approval of State) – 90%	\$ NUMBER / (one-time charge upon meeting the requirements of Section C.3.d) – 10%	\$ NUMBER
Deliverable 28: System Rollout Initiation Meeting Memorandum, as detailed in Task 6.1., Attachment 1	\$ NUMBER / (one-time charge upon written approval of State) – 90%	\$ NUMBER / (one-time charge upon meeting the requirements of Section C.3.d) – 10%	\$ NUMBER
Deliverable 29: Conduct Train-the-Trainer Training for Tennessee Staff, as detailed in Task 6.2.1. Attachment 1	\$ NUMBER / (one-time charge upon written approval of State) – 90%	\$ NUMBER / (one-time charge upon meeting the requirements of Section C.3.d) – 10%	\$ NUMBER
Deliverable 30: User Training – Rollout, as detailed in Task 6.2.2., Attachment 1	\$ NUMBER / (one-time charge upon written approval of State) – 90%	\$ NUMBER / (one-time charge upon meeting the requirements of Section C.3.d) – 10%	\$ NUMBER
Deliverable 31: Data Conversion –	\$ NUMBER / (one-	\$ NUMBER / (one-	\$ NUMBER

Rollout, as detailed in Task 6.2.3., Attachment 1	time charge upon written approval of State) – 90%	time charge upon meeting the requirements of Section C.3.d) – 10%	
Deliverable 32: Post-Implementation Assessment and Problem Resolution, as detailed in Task 6.3., Attachment 1	\$ NUMBER / (one-time charge upon written approval of State) – 90%	\$ NUMBER / (one-time charge upon meeting the requirements of Section C.3.d) – 10%	\$ NUMBER
Payment of Holdback – Total Hold Back Dollar to be Paid	\$ NUMBER	(\$ NUMBER)	\$ 0.00
Post Implementation Phase			
Deliverable 33: System Warranty, as detailed in Task 7.0., Attachment 1	\$ NUMBER / (one-time charge on the business day agreed upon by the State) – 100%	Not Applicable – See Section C.3.d.	\$ NUMBER
Deliverable 34: System Maintenance, Support and System Transition Plan, as detailed in Task 8.1.1., Attachment 1	\$ NUMBER / (one-time charge upon written approval of State) – 100%	Not Applicable – See Section C.3.d	\$ NUMBER
Deliverable 35: Final System Documentation and Source Code, as detailed in Task 8.1.2., Attachment 1	\$ NUMBER / (one-time charge) – 100%	Not Applicable – See Section C.3.d	\$ NUMBER
Deliverable 36: Monthly maintenance beyond 1 st year Warranty Period, as detailed in Task 9.1., Attachment 1	\$ NUMBER / month (up to 72 months) – 100%	Not Applicable – See Section C.3.d	\$ NUMBER

- c. The Contractor shall be compensated for changes requested and performed pursuant to Contract Section A.2., without a formal amendment of this Contract based upon the payment rates detailed in the schedule below and as agreed pursuant to Section A.2., PROVIDED THAT compensation to the Contractor for such “change order” work shall not exceed SEVEN PERCENT (7%) of the sum of milestone payment rates detailed in Section C.3.b., above (which is the total cost for the milestones and associated Deliverables set forth in Contract Sections A.1., through A.9., including Attachment 1). If, at any point during the Term, the State determines that the cost of necessary “change order” work would exceed the maximum amount, the State may amend this Contract to address the need.

Service Description	Amount (per compensable increment)
Change Order, as described in Section A.2.	\$ Amount per hour
NOTE: The Contractor shall not be compensated for travel time to the primary location of service provision.	

- d. Holdback Clause. Ten percent (10%) of the cost of Deliverables 1 through 32 will be withheld until sixty calendar (60) days after full system implementation/completion of statewide rollout in all clinics, so long as during that sixty (60) day period no deficiencies in the system functional requirements, technical operation, system performance,

mandatory response times, or reliability are identified. Should such an issue occur, the ten percent (10%) holdback shall be withheld until such time as no such issues arise for a period of sixty (60) days.

- 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:

Invoice Administrator
 Division of Family Health and Wellness
 Tennessee Department of Health
 8th Floor, Andrew Johnson Tower
 710 James Robertson Parkway
 Nashville, Tennessee 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: TN Department of Health/ Division of Family Health and Wellness;
 - (5) Customer account number (assigned by the Contractor to the above-referenced Customer);
 - (6) Contractor name;
 - (7) Contractor Tennessee Edison registration ID number;
 - (8) Contractor contact for invoice questions (name, phone, or email);
 - (9) Contractor remittance address;
 - (10) Description of delivered goods or services provided and invoiced, including identifying information as applicable;
 - (11) Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced;
 - (12) Applicable payment methodology (as stipulated in Section C.3.) of each good or service invoiced;
 - (13) Amount due for each compensable unit of good or service; and
 - (14) Total amount due for the invoice period.
- b. Contractor's invoices shall:
- (1) Only include charges for goods delivered or services provided as described in Section A and in accordance with payment terms and conditions set forth in Section C;
 - (2) Only be submitted for goods delivered or services completed and shall not include any charge for future goods to be delivered or services to be performed;
 - (3) Not include Contractor's taxes, which includes without limitation Contractor's sales and use tax, excise taxes, franchise taxes, real or personal property taxes, or income taxes; and
 - (4) Include shipping or delivery charges only as authorized in this Contract.
- c. The timeframe for payment (or any discounts) begins only when the State is in receipt of an invoice that meets the minimum requirements of this Section C.5.

- C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or other matter. A payment by the State shall not be construed as acceptance of goods delivered, any part of the services provided, or as approval of any amount invoiced.
- C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment that is determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, to not constitute proper compensation for goods delivered or services provided.
- C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee, any amounts that are or shall become due and payable to the State of Tennessee by the Contractor.
- C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following, properly completed documentation.
- a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and
 - b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

D. MANDATORY TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is duly approved by the Parties and all appropriate State officials in accordance with applicable Tennessee laws and regulations. Depending upon the specifics of this Contract, this may include approvals by the Commissioner of Finance and Administration, the Commissioner of Human Resources, the Comptroller of the Treasury, and the Chief Procurement Officer. Approvals shall be evidenced by a signature or electronic approval.
- D.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective Party at the appropriate mailing address, facsimile number, or email address as stated below or any other address provided in writing by a Party.

The State:

Program Contact:

Margaret T. (Peggy) Lewis, Director
 Supplemental Nutrition Programs
 Division of Family Health and Wellness
 Tennessee Department of Health
 8th Floor, Andrew Johnson Tower
 710 James Robertson Parkway
 Nashville, Tennessee 37243
 Email Address: Margaret.T.Lewis@tn.gov
 Telephone #: (615) 741-7218

FAX #: (615) 532-7189

Technical Contact:

Marsha Sumner, Deputy CIO
 Information Technology Services Division
 Tennessee Department of Health
 6th Floor, Andrew Johnson Tower
 710 James Robertson Parkway
 Nashville, Tennessee 37243
 Email Address: Marsha.Sumner@tn.gov
 Telephone #: (615) 741-7176

The Contractor:

Contractor Contact Name & Title

Contractor Name

Address

Email Address

Telephone # Number

FAX # Number

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

- D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable State officials.
- D.4. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Contract upon written notice to the Contractor. The State's exercise of its right to terminate this Contract shall not constitute a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the State terminates this Contract due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date. Should the State exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.
- D.5. Termination for Convenience. The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least thirty (30) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Contractor for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.
- D.6. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract ("Breach Condition"), the State shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Contract.

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

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

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

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

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

- a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment 2, semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.
- b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.
- c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
- d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.

- e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.
- D.11. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.12. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.13. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.14. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.
- D.15. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one Party are not employees or agents of the other Party.
- D.16. Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless for any costs to the State arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.
- D.17. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. The State's total liability under this Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability. This limitation of liability is cumulative and not per incident.
- D.18. Limitation of Contractor's Liability. In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Maximum Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for: (i) intellectual property or any Contractor indemnity obligations for infringement for third-party intellectual property rights; (ii) any claims covered by any specific provision in the Contract

providing for liquidated damages; or (iii) any claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death.

- D.19. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State to enforce the terms of this Contract.

In the event of any suit or claim, the Parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

- D.20. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding security (collectively the "Security 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.
- e. Contractor warrants to the State that it is familiar with the requirements of the Security Rules, and will comply with all applicable requirements in the course of this Contract.
- f. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State security officials and other compliance officers required by the Security Rules, in the course of performance of the Contract so that both parties will be in compliance with the Security Rules.
- g. The Contractor will implement appropriate safeguards to prevent unauthorized use or disclosure of the information, including implementing requirements of the Security Rules with regard to electronic protected health information.

- 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, disqualified, or presently fall under any of the prohibitions of sections a-d..

- 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, including but not limited to the following:

1. Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60): The Executive Order prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.
2. The Clean Air Act, Section 306:
 - a. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.
 - b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).
 - c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
 - d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
 - e. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]

3. The Clean Water Act:
- a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.
 - b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.
 - c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:
 - (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and
 - (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
 - d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
 - e. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.
 - f. (1) No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.

(2) In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).
4. The Anti-Lobbying Act: This Act prohibits the recipients of federal contracts, grants, and loans from using appropriated funds for lobbying the Executive or Legislative Branches of the federal government in connection with a specific contract, grant, or loan. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the applicant certifies that:
- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;

- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions;
 - c. The undersigned shall require that the language of this certification be include in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.
- 5. Americans with Disabilities Act: This Act (28 CFR Part 35, Title II, Subtitle A) prohibits discrimination on the basis of disability in all services, programs, and activities provided to the public by State and local governments, except public transportation services.
- 6. Drug Free Workplace Statement: The Federal government implemented the Drug Free Workplace Act of 1988 in an attempt to address the problems of drug abuse on the job. It is a fact that employees who use drugs have less productivity, a lower quality of work, and a higher absenteeism, and are more likely to misappropriate funds or services. From this perspective, the drug abuser may endanger other employees, the public at large, or themselves. Damage to property, whether owned by this entity or not, could result from drug abuse on the job. All these actions might undermine public confidence in the services this entity provides. Therefore, in order to remain a responsible source for government contracts, the following guidelines have been adopted:
 - a. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the work place.
 - b. Violators may be terminated or requested to seek counseling from an approved rehabilitation service.
 - c. Employees must notify their employer of any conviction of a criminal drug statute no later than five days after such conviction.
 - d. Although alcohol is not a controlled substance, it is nonetheless a drug. It is the policy of the Tennessee Department of Health WIC Program that abuse of this drug will also not be tolerated in the workplace.
 - e. Contractors of federal agencies are required to certify that they will provide drug-free workplaces for their employees.
- 7. Debarment, suspension, and other responsibility matters: As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110.
 - a. The applicant certifies that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining,

attempting to obtain, or performing a public (federal, state, or local) transaction or contract 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;

- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (4) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

- b. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

The federal government reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal government purposes, the copyright in any work developed under a grant, sub-grant, or contract under a grant or sub-grant or any rights of copyright to which a contractor purchases ownership.

- D.26. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 407.
- D.27. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.
- D.28. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.
- D.29. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.30. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:
 - a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
 - b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below), which includes Attachment 1, Attachment 2, Attachment 6.3 and Exhibits 1, 2, 3, and 4 any clarifications of or addenda to the Contractor's proposal seeking this Contract;
 - c. the State solicitation, as may be amended, requesting responses in competition for this Contract;
 - d. any technical specifications provided to proposers during the procurement process to award this Contract; and
 - e. the Contractor's response seeking this Contract.

- D.31. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101 et.seq., addressing contracting with persons with investment activities in Iran, shall be a material provision of this Contract. The Contractor agrees, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.32. Insurance. Contractor shall provide the State a certificate of insurance (“COI”) evidencing the coverages and amounts specified below. The COI shall be provided ten (10) business days prior to the Effective Date and again upon renewal or replacement of coverages required by this Contract. If insurance expires during the Term, the State must receive a new COI at least thirty (30) calendar days prior to the insurance's expiration date. If the Contractor loses insurance coverage, does not renew coverage, or for any reason becomes uninsured during the Term, the Contractor shall notify the State immediately.

The COI shall be on a form approved by the Tennessee Department of Commerce and Insurance (“TDCI”) and signed by an authorized representative of the insurer. The COI shall list each insurer's national association of insurance commissioners (also known as NAIC) number and list the State of Tennessee, Risk Manager, 312 Rosa L. Parks Ave., 3rd floor Central Procurement Office, Nashville, TN 37243 in the certificate holder section. At any time, the State may require the Contractor to provide a valid COI detailing coverage description; insurance company; policy number; exceptions; exclusions; policy effective date; policy expiration date; limits of liability; and the name and address of insured. The Contractor's failure to maintain or submit evidence of insurance coverage is considered a material breach of this Contract.

If the Contractor desires to self-insure, then a COI will not be required to prove coverage. In place of the COI, the Contractor must provide a certificate of self-insurance or a letter on the Contractor's letterhead detailing its coverage, liability policy amounts, and proof of funds to reasonably cover such expenses. Compliance with Tenn. Code Ann. § 50-6-405 and the rules of the TDCI is required for the Contractor to self-insure workers' compensation.

All insurance companies must be: (a) acceptable to the State; (b) authorized by the TDCI to transact business in the State of Tennessee; and (c) rated A- VII or better by A. M. Best. The Contractor shall provide the State evidence that all subcontractors maintain the required insurance or that the subcontractors are included under the Contractor's policy.

The Contractor agrees to name the State as an additional insured on any insurance policies with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) (“Professional Liability”) insurance. Also, all policies shall contain an endorsement for a waiver of subrogation in favor of the State.

The deductible and any premiums are the Contractor's sole responsibility. Any deductible over fifty thousand dollars (\$50,000) must be approved by the State. The Contractor agrees that the insurance requirements specified in this Section do not reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements.

The State agrees that it shall give written notice to the Contractor as soon as practicable after the State becomes aware of any claim asserted or made against the State, but in no event later than thirty (30) calendar days after the State becomes aware of such claim. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor or its insurer, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

All coverage required shall be on a primary basis and noncontributory with any other insurance coverage or self-insurance carried by the State. The State reserves the right to amend or require additional endorsements, types of coverage, and higher or lower limits of coverage depending on the nature of the work. Purchases or contracts involving any hazardous activity or equipment, tenant, concessionaire and lease agreements, alcohol sales, cyber-liability risks, environmental risks, special motorized equipment, or property may require customized insurance requirements (e.g. umbrella liability insurance) in addition to the general requirements listed below.

To achieve the required coverage levels, a combination of a specific policy written with an umbrella policy covering liabilities above stated limits is acceptable (For example: If appropriate limits are two million dollars (\$2,000,000) per occurrence and two million dollars (\$2,000,000) aggregate, acceptable coverage would include a specific policy covering one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) aggregate written with an umbrella policy for one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) aggregate. If the deficient underlying policy is for coverage area without aggregate limits (generally Automobile Liability and Employers' Liability Accident), Contractor shall provide a copy of the umbrella insurance policy documents to ensure that no aggregate limit applies to the umbrella policy for that coverage area as well.

a. Commercial General Liability Insurance

- i. The Contractor shall maintain commercial general liability insurance, which shall be written on an Insurance Services Office, Inc. (also known as ISO) occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises/operations, independent contractors, contractual liability, completed operations/products, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
- ii. The Contractor shall maintain bodily injury/property damage with a combined single limit not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate for bodily injury and property damage, including products and completed operations coverage with an aggregate limit of at least two million dollars (\$2,000,000).

b. Workers' Compensation and Employer Liability Insurance

- i. For Contractors statutorily required to carry workers' compensation and employer liability insurance, the Contractor shall maintain:
 - i. Workers' compensation in an amount not less than one million dollars (\$1,000,000) including employer liability of one million dollars (\$1,000,000) per accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit by disease, and one million dollars (\$1,000,000) per employee for bodily injury by disease.
- ii. If the Contractor certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Contractor shall furnish written proof of such exemption for one or more of the following reasons:
 - i. The Contractor employs fewer than five (5) employees;
 - ii. The Contractor is a sole proprietor;
 - iii. The Contractor is in the construction business or trades with no employees;
 - iv. The Contractor is in the coal mining industry with no employees;
 - v. The Contractor is a state or local government; or
 - vi. The Contractor self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

c. Automobile Liability Insurance

- i. The Contractor shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles).
- ii. The Contractor shall maintain bodily injury/property damage with a limit not less than one million dollars (\$1,000,000) per occurrence or combined single limit.

d. Professional Liability Insurance

- i. Professional liability insurance shall be written on an occurrence basis. This coverage may be written on a claims-made basis but must include an extended reporting period or "tail coverage" of at least two (2) years after the Term;
- ii. Any professional liability insurance policy shall have a limit not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) in the aggregate; and
- iii. If the Contract involves the provision of services by medical professionals, a policy limit not less than two million (\$2,000,000) per claim and three million dollars (\$3,000,000) in the aggregate for medical malpractice insurance.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.
- E.2. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.
- The obligations set forth in this Section shall survive the termination of this Contract.
- E.3. Printing Authorization. The Contractor agrees that no publication coming within the jurisdiction of Tenn. Code Ann. §§ 12-7-101, *et. seq.*, shall be printed pursuant to this Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103 (d).
- E.4. State Ownership of Goods. The State shall have ownership, right, title, and interest in all goods provided by Contractor under this Contract including full rights to use the goods and transfer title in the goods to any third parties.
- E.5. Software License Warranty. Contractor grants a license to the State to use all software provided under this Contract in the course of the State's business and purposes.

- E.6. Software Support and Maintenance Warranty. Contractor shall provide to the State all software upgrades, modifications, bug fixes, or other improvements in its software that it makes generally available to its customers.
- E.7. Extraneous Terms and Conditions. Contractor shall fill all orders submitted by the State under this Contract. No purchase order, invoice, or other documents associated with any sales, orders, or supply of any good or service under this Contract shall contain any terms or conditions other than as set forth in the Contract. Any such extraneous terms and conditions shall be void, invalid and unenforceable against the State. Any refusal by Contractor to supply any goods or services under this Contract conditioned upon the State submitting to any extraneous terms and conditions shall be a material breach of the Contract and constitute an act of bad faith by Contractor.
- E.8. 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.9. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Contractor shall prohibit smoking of tobacco products within any indoor premises in which services are provided pursuant to this Contract to individuals under the age of eighteen (18) years. The Contractor shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Contract.
- E.10. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- E.11. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's Response to RFP # 34353-14617 (Attachment 6.2. Section 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.12. Intellectual Property. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State concerning or arising out of any claim of an alleged patent, copyright, trade secret or other intellectual property infringement. In any such claim or action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any settlement or final judgment, and the Contractor shall be responsible for all legal or other fees or expenses incurred by the State arising from any such claim. The State shall give the Contractor notice of any such claim or suit, however, the failure of the State to give such notice shall only relieve Contractor of its obligations under this Section to the extent Contractor can demonstrate actual prejudice arising from the State's failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State of Tennessee in any legal matter, as provided in Tenn. Code Ann. § 8-6-106.
- E.13. Personally Identifiable Information. While performing its obligations under this Contract, Contractor may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Contractor agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Contractor shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Contractor and in accordance with this Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Contractor shall immediately notify State: (1) of any disclosure or use of any PII by Contractor or any of its employees, agents and representatives in breach of this Contract; and (2) of any disclosure of any PII to Contractor or its employees, agents and representatives where the purpose of such disclosure is not known to Contractor or its employees, agents and representatives. The State reserves the right to review Contractor's policies and procedures used to maintain the security and confidentiality of PII and Contractor shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify and/or procure that Contractor is in full compliance with its obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Contractor shall immediately return to the State any and all PII which it has received under this Contract and shall destroy all records of such PII.

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

Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that the Contractor, subcontractor(s) or agent(s) create, receive, maintain, or transmit on behalf of the State as required by the Security Rules. This data shall be protected against unauthorized access, disclosure or modification, theft, or destruction.

PHI and PII shall only be hosted on State servers hosted in the State's data centers. The Contractor shall use encryption that is in accordance with the Secretary of Health and Human Service's Guidance to Render Unsecured PHI Unusable, Unreadable, or Indecipherable to Unauthorized Individuals available at <http://www.hhs.gov/ocr/privacy/hipaa/administrative/breachnotificationrule/brguidance.html> and consistent with NIST Special Publication 800-111 Guide to Storage Encryption, including the use of standards based encryption format using triple-DES (3DES), or the Advanced Encryption Standard (AES), or their successors.

Backups of PHI and PII information shall be only on State servers, hosted in the State's data centers and encrypted in accordance to secure methods as listed in NIST Special Publication 800-111 Guide to Storage Encryption. Backup schedules shall be maintained to ensure timely availability and integrity of data.

- E.14. Federal Funding Accountability and Transparency Act (FFATA). This Contract requires the Contractor to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Contractor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Contractor provides information to the State as required.

The Contractor shall comply with the following:

a. Reporting of Total Compensation of the Contractor's Executives.

- (1) The Contractor shall report the names and total compensation of each of its five most highly compensated executives for the Contractor's preceding completed fiscal year, if in the Contractor's preceding fiscal year it received:
 - i. 80 percent or more of the Contractor's annual gross revenues from federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 C.F.R. § 229.402(c)(2)):
 - i. Salary and bonus.

- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Contractor must report executive total compensation described above to the State by the end of the month during which this Contract is awarded.
 - c. If this Contract is amended to extend the Term, the Contractor must submit an executive total compensation report to the State by the end of the month in which the term extension becomes effective.
 - d. The Contractor will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>

The Contractor's failure to comply with the above requirements is a material breach of this Contract for which the State may terminate this Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Contractor unless and until the Contractor is in full compliance with the above requirements.

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF HEALTH:

JOHN J. DREYZEHNER, MD, MPH, FACOEM, COMMISSIONER

DATE

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	
EDISON VENDOR IDENTIFICATION NUMBER:	

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

CONTRACTOR SIGNATURE

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

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION