



STATE OF TENNESSEE
ADMINISTRATIVE OFFICE OF THE COURTS

REQUEST FOR QUALIFICATIONS # 30227-15002
AMENDMENT # 1
FOR GOODS OR TECHNOLOGY FOR THE STATE'S
INDIGENT AND INTERPRETER CLAIMS SYSTEM

DATE: November 12, 2015

RFP # 30227-15002 IS AMENDED AS FOLLOWS:

1. This RFP Schedule of Events updates and confirms scheduled RFP dates. Any event, time, or date containing revised or new text is highlighted.
- 2.

EVENT	TIME (Central Time Zone)	Tentative DATE (all dates are State business days)
RFQ Issued		November 2, 2015
Disability Accommodation Request Deadline	2:00 p.m.	November 5, 2015
Pre-Response Conference	2:00 p.m.	November 6, 2015
Notice of Intent to Respond Deadline	2:00 p.m.	November 16, 2015
Written "Questions & Comments" Deadline	2:00 p.m.	November 19, 2015
State response to written "Questions & Comments"		November 25, 2015
RFQ Technical Response Deadline	2:00 p.m.	December 4, 2015
Complete Evaluation of RFQ Submissions		December 15, 2015
State Notice of Qualified Respondents Released		December 17, 2015
State Schedules Respondent Oral		December 21 – December 22, 2015
Respondent Oral Presentations	8:00am - 4:00pm	January 4 – January 8, 2016
RFQ Cost Proposal Deadline (ONLY for Qualified Respondents)	2:00 p.m.	January 15, 2016
State Opening for Scoring of Cost Proposals		January 20, 2016
RFQ Negotiations		January 25 – January 27, 2016
State Notice of Intent to Award Released and RFQ Files Opened for		January 29, 2016
End of Open File Period		February 5, 2016
State sends contract to Contractor for signature		February 8, 2016

3. **RFP Amendment Effective Date**. Amendment 1 Effective Date: November 12, 2015. The revisions set forth herein shall be effective upon release. All other terms and conditions of this RFP not expressly amended herein shall remain in full force and effect.



**STATE OF TENNESSEE
TENNESSEE SUPREME COURT
ADMINISTRATIVE OFFICE OF THE COURTS**

**REQUEST FOR QUALIFICATIONS
FOR
TECHNOLOGY FOR THE STATE'S INDIGENT AND INTERPRETER CLAIMS SYSTEM**

RFQ # 30227-15002

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1. INTRODUCTION

The State of Tennessee, Central Procurement Office, hereinafter referred to as “the State,” has issued this Request for Qualifications (“RFQ”) to define mandatory goods or services requirements; solicit responses; detail response requirements; and, outline the State’s process for evaluating responses and selecting a Respondent for contract award to provide the needed goods or services.

Through this RFQ or any subsequent solicitation, the State seeks to buy the requested 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, the opportunity to do business with the state as contractors or subcontractors.

1.1 Statement of Procurement Purpose

The State of Tennessee Supreme Court, Administrative Office of the Courts (AOC), oversees the administration of the Indigent Representation Program, as well as, the administration of the Interpreter Reimbursement Program.

The Indigent Representation Program provides for the appointment of counsel to represent defendants that have a constitutional or statutory right to representation. The program provides for compensation to appointed counsel for:

- Non-capital criminal proceedings
- Non-capital criminal post-conviction proceedings
- Capital criminal proceedings
- Capital post-conviction proceedings
- Parental rights termination proceedings
- Dependency and neglect proceedings
- Delinquency proceedings
- Parole revocation proceedings
- Judicial proceedings guided by the mental health law
- Contempt of child support order enforcement proceedings

The Indigent Representation Program also provides for the reimbursement of appointed counsel expenses incurred while representing indigent parties and to compensate experts, investigators and other support services for indigent parties.

In addition to reimbursement for appointed counsel, expenses and experts, the AOC also provides payment for the services provided by interpreters. The Tennessee Supreme Court rule recognizes that for most people in the United States, English is their native language, or they have learned to read, speak and understand English. There are others for whom English is not their primary language and this can be a barrier to understanding and exercising their legal rights. The rule provides for equal access to the courts for participants who have a limited ability to speak or understand English. Interpreters are reimbursed for their time for translation and transcription services based on their credential level and are not dependent on the participant’s income or financial need status.

The AOC seeks to procure a state of the art Indigent and Interpreter Claim System (IICS) that can incorporate best practices in receiving and auditing claims from the approved service providers. The system will have the capability to interface with the State of Tennessee’s enterprise resource planning (ERP) system and the Board of Professional Responsibility. The State’s ERP system is responsible for all accounting functions including the disbursement of payments while the Board of Professional Responsibility is the source for up to date information regarding an attorney’s licensure status and office address information.

The selected IICS solution will provide cutting-edge technology to better support the functions of the Administrative Office of the Courts by reducing manual processes associated with the payment

of claims and the reporting functions that are used to provide statistical data to the Agency and to the public who inquire on expenditures.

The selected IICS solution must incorporate the full lifecycle of the claims that are submitted from initial reporting to judicial review and approval, auditing and disbursement of payments while providing a workflow to guide claims through the process. The requirements for the IICS system are outlined in RFQ Attachment K and the Scope of Services is outlined in RFQ Attachment J, Pro Forma.

The State of Tennessee desires to implement an integrated, web enabled Indigent and Interpreter System supported by a single supplier. The proposed solution must include a fully integrated document management solution. The Contractor will provide professional implementation services that include:

- Overall project management
- System design specific to program statutes
- Conversion and migration of claims data and images from the legacy applications
- All testing of the integrated solution using support from the AOC user acceptance team
- Documentation of the new system
- Training State staff in the use and support of the new solution
- Ongoing maintenance and post production support

The Contractor will be accountable for all of the integrated functionality of the IICS solution even if the system is comprised of software from multiple parties.

The Administrative Office of the Courts currently maintains three applications to perform the above work:

- Tennessee Indigent Entry System (TIES); performs auditing and payment interface for attorney and expert witness claims
- Court Interpreter Claims System (CICS); performs auditing and payment interface for interpreter claims
- Indigent Claim Entry (ICE); web portal for attorneys and interpreters to enter claims online and for judges to review and approve claims online
- The current systems contain over 400,000 claims and over 2,062,000 images to be converted into one repository
- The AOC receives approximately 8,000-10,000 claims per month

The State desires that this project proceed as quickly and efficiently as possible with the goal of completion in 18 months or less, if possible/feasible. In the future, the State of Tennessee may, at its sole option, add court reporter expense payments as a second phase after the initial implementation is complete. This would be accomplished through a contract amendment, at that point in time.

1.1.1 **RFQ Number**

All correspondence related to this request shall be published using the RFQ number **30227-15002**.

1.1.2 **State Communications**

<http://tn.gov/generalservices/article/request-for-proposals-rfp-opportunities>

1.1.3 **Factual Data**

All statistical and fiscal information contained in this RFQ and its exhibits, including amendments and modifications thereto, are provided "as is", without warranty as to the accuracy or adequacy of the data or information so provided, and reflect the Agency's best understanding based on information or belief available to the agency at the time of RFQ preparation. No inaccuracies in such data or information shall be a basis for delay in performance or a basis for legal recovery of damages, actual, consequential or punitive.

1.2 Pre-Response Conference

A Pre-Response Conference will be held at the time and date detailed in the RFQ Schedule of Events, RFQ § 2. Pre-Response Conference attendance is not mandatory, and potential Respondents may be limited to a maximum number of attendees depending upon overall attendance and space limitations. Please contact the Solicitation Coordinator to RSVP for the Pre-Response Conference. The Conference will be held at:

William R. Snodgrass TN Tower – 3rd Floor
312 Rosa L. Parks Ave., Nashville, TN 37243

1.3 Notice of Intent to Respond

Before the Notice of Intent to Respond Deadline detailed in RFQ § 2, Schedule of Events, potential 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. Filing a Notice of Intent to Respond is not a prerequisite for submitting a response; however, it is necessary to ensure receipt of notices and communications relating to this RFQ.

1.4 Definitions and Abbreviations

TERM	DEFINITION
Access Level Privileges	Secure access to the system that is granted by role, specific person, groups, etc.
Administrative Office of the Courts	State of Tennessee AOC. Reviews/processes/approves all claims paid from indigent defense funds.
Administrator	The AOC staff members who have authority to update configuration parameters and to allow access to authorized users.
Assignee	Refers to the person who works for a Third Party Company assigned to enter claims on behalf of an Attorney.
Assistant General Counsel	Refers to the attorney who reviews orders on behalf of the AOC Administrative Director.
Attorney	Attorney appointed by the court to provide representation to indigent parties with a statutory or constitutional right to counsel.
Audit	Review for compliance with Supreme Court rules.
Auditor	AOC staff person who performs the Rule 13 audit.
Authorized User	A term used to describe an AOC staff member or an external individual who has applied and received permission to access the IICS solution.
Child Support	Refers to a case of "Contempt of a Child Support Order" in this context.

TERM	DEFINITION
CICS	Court Interpreter Claims System: pays for interpreter claims through an interface with the State's ERP system, Edison. One of the applications to be replaced with this procurement.
Claim	Reimbursement request submitted to the AOC for payment.
Contractor	Supplier awarded this RFQ.
Conversion	To extract, load and transform data and images from the AOC applications to the Contractor's required format.
Data	
Active Data	Data that has not been archived and is available to various users for daily activity.
Data at Rest	Data that is stored in repositories or servers or in Cloud storage.
Data in Motion	Data in transport over network servers.
Defendant	The person whom the appointed counsel is representing in a court of law.
Delinquent	Cases in which a juvenile is charged with juvenile delinquency for committing an act which would be a misdemeanor or felony if committed by an adult.
Deliverable	A tangible or intangible object produced by the successful recipient of this contract award as defined by the Scope of Work.
Dependency and Neglect	Refers to allegations of acts or omissions of a parent which endangers the health and welfare of a child or fails to take necessary steps in the proper raising of a child.
Edison	The State of Tennessee's enterprise resource planning (ERP) system that performs human resource, payroll, accounting and other functions that makes use of interface files from State agencies to perform the Agency's processing needs. The IICS solution will send and receive information from the ERP system for the purpose of paying claims and tracking the Agency's expenditures.
Expert	Refers to a person or entity that the court has determined that there is a particularized need for the services requested.

TERM	DEFINITION
Extended and Complex	Refers to a motion and order that must be approved by the trial court and the AOC that will allow compensation that exceeds the normal maximum compensation for that type of case.
Fiscal Director	Refers to the chief fiscal officer for the AOC.
Hours Claimed	Refers to the hours submitted by an attorney on a fee claim.
Hours Paid	Refers to the hours approved and paid; can be less than the hours claimed if the attorney exceeds the hours limit.
ICE	Indigent Claim Entry: website application (internet) that receives claims from the public and processes them through to TIES and CICS. One of the applications to be replaced with this procurement.
Interpreter	Person who provides interpretation services to persons with limited English proficiency (LEP).
Judicial Hospitalization	Refers to judicial proceedings of the Mental Health Law.
Judge	Refers to the person who reviews the indigent claim for approval/denial of payment when the claim amount is over \$200. Also the person who appoints attorneys and interpreters to cases.
Juvenile	Generally refers to a person under the age of 18.
List of Values	A user's selectable list that is modifiable by an Administrator of the solution.
OIR	The State of Tennessee's Office for Information Resources.
Overclaim	Refers to an audit flag when an attorney bills more than 8 hours in court or 12 hours total for a single calendar day.
Overlimit	Refers to the payment cap of 2,000 hours per calendar year.
PHI	Protected Health Information
PII	Personally Identifiable Information
Respondent	Refers to a vendor submitting a response to this RFQ.

TERM	DEFINITION
Solution/System	Interchangeable terms for the IICS system desired by the State.
State	Refers to the "State of Tennessee".
Termination of Parental Rights	Refers to a court proceeding where the legal rights of a biological parent are terminated.
Third Party Company (TPA)	Refers to a company under contract by an attorney to pay the 3 rd party Company for the service provided to attorney.
TIES	Tennessee Indigent Entry System: Issues payments for claims through an interface with the State's ERP System, Edison. One of the applications to be replaced with this procurement.
User Acceptance Testing	Testing of the solution by end users to assess the readiness of the system for implementation. Occurs after all system and regression testing, upon approval by the State.
User	Person who is authorized to access the IICS solution; users include AOC staff, attorneys, judges, interpreters and expert witnesses at the time of this RFQ development.

2. RFQ SCHEDULE OF EVENTS

The following schedule represents the State's best estimates for this RFQ; however, the State reserves the right, at its sole discretion, to adjust the schedule at any time, or cancel and reissue a similar solicitation. Nothing in this RFQ is intended by the State to create any property rights or expectations of a property right in any Respondent. All dates correspond to Central time.

EVENT		TIME (Central Time Zone)	Tentative DATE (all dates are State business days)
1.	RFQ Issued		November 2, 2015
2.	Disability Accommodation Request Deadline	2:00 p.m.	November 5, 2015
3.	Pre-Response Conference	2:00 p.m.	November 6, 2015
4.	Notice of Intent to Respond Deadline	2:00 p.m.	November 9, 2015
5.	Written "Questions & Comments" Deadline	2:00 p.m.	November 13, 2015
6.	State response to written "Questions & Comments"		November 18, 2015
7.	RFQ Technical Response Deadline	2:00 p.m.	November 30, 2015
8.	Complete Evaluation of RFQ Submissions		December 15, 2015
9.	State Notice of Qualified Respondents Released		December 17, 2015
10.	State Schedules Respondent Oral		December 21 – December 22, 2015
11.	Respondent Oral Presentations	8:00am - 4:00pm	January 4 – January 8, 2016
12.	RFQ Cost Proposal Deadline (ONLY for Qualified Respondents)	2:00 p.m.	January 15, 2016
13.	State Opening for Scoring of Cost Proposals		January 20, 2016
14.	RFQ Negotiations		January 25 – January 27, 2016
15.	State Notice of Intent to Award Released and RFQ Files Opened for		January 29, 2016
16.	End of Open File Period		February 5, 2016
17.	State sends contract to Contractor for signature		February 8, 2016

3. RESPONSE REQUIREMENTS

3.1 Response Contents: A response to this RFQ should address the following:

- 3.1.1 Mandatory Requirements: This section details the mandatory technical, functional, and experience requirements that must be demonstrated in the response to this RFQ in order to be passed on to Phase II of the Technical Response evaluation. A Respondent must duplicate and use RFQ Attachment A as a guide to organize responses for the Mandatory Requirements of the RFQ response. The Respondent should reference the page location of the information within the response in the indicated column of the table. This section is included in the State's evaluation as to whether or not a Respondent meets mandatory qualifications (Phase I).
- 3.1.2 General Qualifications & Experience: This section is included in the State's evaluation of Phase II of the Technical Response Evaluation and details general information and qualifications that must be demonstrated in the response to this RFQ. A Respondent must duplicate and use RFQ Attachment B as a guide to organize responses for this portion of the RFQ response. The Respondent should reference the page location in the information within the response in the indicated column of the table.
- 3.1.3 Technical Qualifications, Experience & Approach: This section is also included in the State's evaluation of Phase II of the Technical Response Evaluation and details technical qualifications, experience, and approach items that must be demonstrated in the response to this RFQ. A Respondent must duplicate and use RFQ Attachment C and Attachment D as a guide to organize responses for this portion of the RFQ response. The requirements referred to in Attachment D are located in RFQ Attachment K, Requirements Matrix. The Respondent should reference the page location in the information within the response in the indicated column of the table.
- 3.1.4 Cost Proposal: For Qualified Respondents only
- 3.1.4.1 This section only applies to those respondents identified as being Qualified. See RFQ § 2, Schedule of Events, "State Notice of Qualified Respondents Released."
- 3.1.4.2 If included as part of this solicitation, then the Cost Proposal must be recorded on an exact duplicate of RFQ Attachment F, Cost Proposal & Evaluation Guide. Any response that does not follow the instructions included in RFQ Attachment F may be deemed nonresponsive.
- 3.1.4.3 A Respondent must only record the proposed cost exactly as required by the RFQ Attachment F, Cost Proposal & Evaluation Guide and must NOT record any other rates, amounts, or information.
- 3.1.4.4 The proposed cost shall incorporate ALL costs for services under the contract for the total contract period.
- 3.1.4.5 A Respondent must sign and date the Cost Proposal.
- 3.1.4.6 A Respondent must submit the Cost Proposal to the State in a sealed package separate from the Technical Response.

3.2 Response Delivery Location

A Respondent must ensure that the State receives a Response to this RFQ no later than the Response Deadline time and dates detailed in the RFQ § 2, Schedule of Events. All responses must be delivered to:

Elizabeth Stafford
 Sourcing Analyst
 Central Procurement Office
 Department of General Services
 William R. Snodgrass TN Tower – 3rd Floor
 312 Rosa L. Parks Ave., Nashville, TN 37243
 Work: (615) 532-0764

Email: Elizabeth.Stafford@tn.gov

3.3 Response Format

- 3.3.1 A Respondent must ensure that the original response meets all form and content requirements detailed within this RFQ.
- 3.3.2 A Respondent must submit original response documents and copies as specified below.

3.3.2.1 Technical Response

One (1) original Technical Response paper document clearly labeled:

“RFQ #30227-15002 TECHNICAL RESPONSE ORIGINAL”

and seven (7) 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:

“RFQ #30227-15002 TECHNICAL RESPONSE COPY”

The digital copies should not include copies of sealed customer references or cost information in the general and technical evaluation phase. However, any other discrepancy between the paper response document and digital copies may result in the State rejecting the response as nonresponsive.

3.3.2.2 Cost Proposal: For Qualified Respondents only

One (1) original Cost Proposal paper document labeled:

“RFQ #30227-15002 COST PROPOSAL ORIGINAL”

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

“RFQ #30227-15002 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.

- 3.3.2.2.1. The proposed cost shall incorporate ALL costs for services under the contract for the total contract period.

3.4 Response Prohibitions: A response to this RFQ shall not:

- 3.4.1 Restrict the rights of the State or otherwise qualify the response to this RFQ;
- 3.4.2 Include, for consideration in this procurement process or subsequent contract negotiations, incorrect information that the Respondent knew or should have known was materially incorrect;
- 3.4.3 Include more than one response, per Respondent, to this RFQ;
- 3.4.4 Include any information concerning costs (in specific dollars or numbers) associated with the Technical Response;
- 3.4.5 Include the respondent’s own contract terms and conditions (unless specifically requested by the RFQ); or
- 3.4.6 Include any end-user license agreement, manufacturer’s terms and conditions, service guide, clickwrap agreement, shrinkwrap agreement, online terms and conditions, or other terms and conditions that will supplement, modify, or contradict the terms set forth in the *pro forma* contract.

- 3.4.7 Include the respondent as a prime contractor while also permitting one or more other respondents to offer the respondent as a subcontractor in their own responses.
- 3.4.8 Exceed 200 pages in length (maps, graphs, and charts included as an appendix will not count against this page limit)
- 3.4.9 Provide an oral presentation to exceed 2 hours in length excluding 30 minutes for questions. A topic outline will be provided with the oral presentation invitation.
- 3.4.10 Provide an oral presentation that includes a demonstration of the solution on a platform of like specifications to the proposed platform specifications.
- 3.4.11 Provide an oral presentation that includes a demonstration of a similar type, size and complexity if the proposal is for a custom solution.

3.5 Response Errors & Revisions

A Respondent is responsible for any and all errors or omissions in its response to this RFQ. A Respondent will not be allowed to alter or revise its response after the Response Deadline time and dates as detailed in RFQ § 2, Schedule of Events, unless such is formally requested in writing by the State (e.g., through a request for clarification, etc.).

3.6 Response Withdrawal

A Respondent may withdraw a response at any time before the Response Deadline time and date as detailed in RFQ § 2, Schedule of Events, by submitting a written signed request by an authorized representative of the Respondent. After withdrawing a response, a Respondent may submit another Response at any time before the Response Deadline time and date as detailed in RFQ § 2, Schedule of Events.

3.7 Response Preparation Costs

The State will not pay any costs associated with the preparation, submittal, or presentation of any response. Each Respondent is solely responsible for the costs it incurs in responding to this RFQ.

4. GENERAL INFORMATION & REQUIREMENTS

4.1 Communications

- 4.1.1 Respondents shall reference RFQ #30227-15002 in all communications relating to this solicitation, and direct any such communications to the following person designated as the Solicitation Coordinator:

Elizabeth Stafford
 Sourcing Analyst
 Central Procurement Office
 Department of General Services
 William R. Snodgrass TN Tower – 3rd Floor
 312 Rosa L. Parks Ave., Nashville, TN 37243
 Work: (615) 532-0764
 Email: Elizabeth.Stafford@tn.gov

The State will convey all official responses and communications related to this RFQ to the potential respondents from whom the State has received a Notice of Intent to Respond (refer to RFQ Section 1.3.).

- 4.1.2 Potential respondents with a handicap or disability may receive accommodation relating to the communication of this RFQ and participating in the RFQ process. Potential respondents may contact the RFQ Coordinator to request such reasonable accommodation no later than the Disability Accommodation Request Deadline detailed in RFQ § 2, Schedule of Events.
- 4.1.3 **Unauthorized contact about this RFQ with other employees or officials of the State of Tennessee may result in disqualification from contract award consideration.**
- 4.1.4 Notwithstanding the foregoing, potential Respondents may also contact the following as appropriate:
- 4.1.4.1. Staff of the Governor's Office of Diversity Business Enterprise may be contacted for assistance with respect to available minority-owned, woman-owned, Tennessee service-disabled veteran-owned, and small business enterprises as well as general public information relating to this request; or
- 4.1.4.2. 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:
- Cindy Saladin
 Administrative Office of the Courts
 511 Union Street, Suite 600
 Nashville, TN 37219
 (615) 532-7327 ext. 1060
 Cindy.Saladin@tncourts.gov

4.2 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 solicitation or in the employment practices of the Vendor on the grounds of handicap or disability, age, race, color, religion (subject to *Tennessee Code Annotated*, Sections 4-21-401 and 405), sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Vendor pursuant to this solicitation shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

4.3 Conflict of Interest

- 4.3.1 The State may not consider a proposal from an individual who is, or within the past six (6) months has been, a State employee. For these purposes,
- 4.3.1.1 An individual shall be deemed a State employee until such time as all compensation for salary, termination pay, and annual leave has been paid;
- 4.3.1.2 A contract with or a proposal 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
- 4.3.1.3 A contract with or a proposal from a company, corporation, or any other contracting entity that employs an individual who is, or within the past six 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.
- 4.3.2 This RFQ is also subject to *Tennessee Code Annotated*, Section 12-4-101.

4.4 Respondent Required Review & Waiver of Objections

- 4.4.1 Each potential respondent must carefully review this RFQ, including but not limited to, attachments, the RFQ Attachment J, *pro forma* Contract, and any amendments for questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively called "questions and comments").
- 4.4.2 Any potential respondent having questions and comments concerning this RFQ must provide such in writing to the State no later than the written "Questions & Comments Deadline" detailed in RFQ § 2, Schedule of Events.
- 4.4.3 Protests based on any objection 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."

4.5 Disclosure of Response Contents

- 4.5.1 All materials submitted to the State in response to this solicitation become property of the State of Tennessee. Selection for award does not affect this right. By submitting a response, a Respondent acknowledges and accepts that the full contents and associated documents submitted in response to this request will become open to public inspection. Refer to RFQ § 2, Schedule of Events.
- 4.5.2 The RFQ responses will be available for public inspection only after the completion of evaluation of the RFQ or any resulting solicitation which this RFQ becomes a part of, whichever is later.

4.6 Notice of Professional Licensure, Insurance, and Department of Revenue Registration Requirements

- 4.6.1 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 part of a response to this RFQ, shall be properly licensed to render such opinions.
- 4.6.2 Before the Contract resulting from this RFQ is signed, the apparent successful Respondent (and Respondent employees and subcontractors, as applicable) must hold all necessary, appropriate business and professional licenses to provide service as required. The State may require any Respondent to submit evidence of proper licensure.
- 4.6.3 Before the Contract resulting from this RFQ is signed, the apparent successful Respondent must provide a valid, Certificate of Insurance indicating current insurance coverage meeting minimum requirements as may be specified by the RFQ.
- 4.6.4 Before the Contract resulting from this RFQ is signed, the apparent successful Respondent must be registered with the Department of Revenue for the collection of Tennessee sales and use tax. The State shall not approve a contract unless the

Respondent provides proof of such registration. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation.

4.7 RFQ Amendments & Cancellation

- 4.7.1 The State reserves the right to amend this RFQ at any time, provided that it is amended in writing. However, prior to any such amendment, the State will consider whether it would negatively impact the ability of potential respondents to meet the deadlines and revise the RFQ Schedule of Events if deemed appropriate. If a RFQ amendment is issued, the State will convey it to potential respondents who submitted a Notice of Intent to Respond (refer to RFQ § 1.3). A response must respond, as required, to the final RFQ (including its attachments) as may be amended.
- 4.7.2 The State reserves the right, at its sole discretion, to cancel or to cancel and reissue this RFQ in accordance with applicable laws and regulations.

4.8 State Right of Rejection

- 4.8.1 Subject to applicable laws and regulations, the State reserves the right to reject, at its sole discretion, any and all proposals.
- 4.8.2 The State may deem as nonresponsive and reject any proposal that does not comply with all terms, conditions, and performance requirements of this RFQ. Notwithstanding the foregoing, the State reserves the right to seek clarifications or to waive, at its sole discretion, a response's minor variances from full compliance with this RFQ. If the State waives variances in a response, such waiver shall not modify the RFQ requirements or excuse the Respondent from full compliance with such, and the State may hold any resulting vendor to strict compliance with this RFQ.
- 4.8.3 The State will review the response evaluation record and any other available information pertinent to whether or not each respondent is responsive and responsible. If the evaluation team identifies any respondent that appears not to meet the responsive and responsible thresholds such that the team would not recommend the respondent for potential contract award, this determination will be fully documented for the record. ("Responsive" is defined as submitting a response that conforms in all material respects to the RFQ. "Responsible" is defined as having the capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.)

4.9 Assignment & Subcontracting

- 4.9.1 The vendor may not subcontract, transfer, or assign any portion of the Contract awarded as a result of this RFQ without prior approval of the State. The State reserves the right to refuse approval, at its sole discretion, of any subcontract, transfer, or assignment.
- 4.9.2 If a Respondent intends to use subcontractors, the response to this RFQ must specifically identify the scope and portions of the work each subcontractor will perform (refer to RFQ Attachment B, Item B.14.).
- 4.9.3 Subcontractors identified within a response to this RFQ 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.
- 4.9.4 The Contractor resulting from this RFQ may only substitute another subcontractor for a proposed subcontractor at the discretion of the State and with the State's prior, written approval.
- 4.9.5 Notwithstanding any State approval relating to subcontracts, the Contractor resulting from this RFQ will be the prime contractor and will be responsible for all work under the Contract.

4.10 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 RFQ process.

5. PROCUREMENT PROCESS & CONTRACT AWARD

5.1 The complete vendor selection will be a two-part process: (1) Qualification of Technical Responses; and (2) Evaluation of Cost Proposals. Any contract award is subject to successful contract negotiation.

5.2 Qualification of Technical Responses: Technical Responses will be short-listed for further evaluation, analysis or negotiation if they are apparently responsive, responsible, and within the competitive range. A Technical Response will be deemed within the competitive range based on the following criterion:

Phase I: The State will evaluate the Mandatory Requirements set forth in RFQ Attachment A on a pass/fail basis.

Phase II: Following the Phase I evaluation, the State will apply a standard equitable evaluation model, which will represent a qualitative assessment of each response. Each response will be scored by Evaluation Team members according to the Technical Response & Evaluation Guides (See RFQ Attachments B, C & D).

The Solicitation Coordinator will total the average score from the evaluation team for each responsive and responsible Respondent's Technical Response Points for RFQ Attachments B, C & D to determine which of the Respondents are Qualified and within the competitive range.

The Technical Response must be ranked in the top 3 (if at least 3 responses are submitted and at the State's discretion, up to the top 5) after the Technical Response score is totaled and put in ordinal ranking (1 equals the best evaluated ranking) to be within the competitive range.

Phase III: The RFQ Coordinator will identify no less than 3 (if at least 3 responses are submitted) and at the State's discretion up to 5 responses that have received the highest evaluations for their Technical Response. The RFQ Coordinator will notify each such Respondent to schedule a time for their Oral Presentation (Attachment E), at which time the Respondent will also submit a sealed cost proposal. These presentations will be scored by Evaluation Team members according to the Technical Response & Evaluation Guide (See RFQ Attachment F).

5.3 Cost Proposals: Qualified Respondents that are responsive and responsible and in the competitive range, will continue onto Part Two, Cost Proposal evaluation. The Cost Proposal containing the lowest cost will receive the maximum number of points per each section. See RFQ Attachment F, Cost Proposal & Evaluation Guide.

5.4 Oral Presentation: The Solicitation Coordinator will invite each Respondent, who passed Phase II, to make an oral presentation.

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

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

5.4.3 Oral presentations provide an opportunity for Respondents to explain and clarify their responses. Respondents must not materially alter their responses and presentations will be limited to addressing the items detailed in RFQ Attachments A, B, and C, Technical Response & Evaluation Guides. Respondent pricing shall not be discussed during oral

presentations. Evaluators may adjust Respondents' Technical Response scores based on Oral Presentations.

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

5.5 Clarifications and Negotiations: The State reserves the right to award a contract on the basis of initial responses received; therefore, each response should contain the respondent's best terms from a technical and cost standpoint. However, the State reserves the right to conduct clarifications or negotiations with respondents. All communications, clarifications, and negotiations shall be conducted in a manner that supports fairness in response improvement.

5.5.1 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 round(s). Each clarification sought by the State may be unique to an individual respondent.

5.5.2 Negotiations: The State may elect to negotiate with Qualified Respondents, within the competitive range, by requesting revised responses, negotiating costs, or finalizing contract terms and conditions. The State reserves the right to conduct multiple negotiation rounds

5.5.2.1 Cost Negotiations: All responsive respondents within the competitive range 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 meet or beat target prices, but will not be allowed to increase prices.

5.5.2.2 If the State determines costs and contract finalization discussions and negotiations are not productive, the State reserves the right to bypass the apparent best evaluated Respondent and enter into contract negotiations with the next apparent best evaluated Respondent.

5.6 Evaluation Guide

The State will consider qualifications, experience, technical approach, and cost (if applicable) in the evaluation of responses and award points in each of the categories detailed below. The maximum evaluation points possible for each category are detailed below.

Evaluation Category	Maximum Points Possible
Mandatory Requirements (refer to RFQ Attachment A)	Pass/Fail
General Qualifications and Experience (refer to RFQ Attachment B)	15
Technical Qualifications, Experience & Approach (refer to RFQ Attachment C)	20
Technical Review of Requirements Matrix (refer to RFQ Attachment D & RFQ Attachment K)	20
Oral Presentation and Demonstration (refer to RFQ Attachment E)	15
Cost Proposal (refer to RFQ Attachment F)	30

5.7 Contract Award

- 5.7.1 The Solicitation Coordinator will submit the Evaluation Team determinations and response scores to the head of the contracting agency, or the agency head's designee, for consideration along with any other relevant information that might be available and pertinent to contract award.
- 5.7.2 The contracting agency head, or the agency head's designee, will determine the apparent best-evaluated response. (To affect a contract award to a Respondent other than the one receiving the highest evaluation score, the head of the contracting agency must provide written justification and obtain written approval of the Chief Procurement Officer.)
- 5.7.3 The State reserves the right to make an award without further discussion of any response.
- 5.7.4 The State will issue an Evaluation Notice and make the RFQ files available for public inspection at the time and date specified in the RFQ §2, Schedule of Events.

NOTICE: The Evaluation Notice shall not create rights, interests, or claims of entitlement in either the Respondent identified as the apparent best evaluated or any other Respondent.

- 5.7.5 The Respondent identified as offering the apparent best-evaluated must sign a contract drawn by the State pursuant to this RFQ. The contract shall be substantially the same as the RFQ Attachment J, *pro forma* contract. The Respondent must sign said contract no later than the Respondent Contract Signature Deadline detailed in RFQ § 2, Schedule of Events. If the Respondent fails to provide the signed contract by the deadline, the State may determine the Respondent is non-responsive to this RFQ and reject the response.
- 5.7.6 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 evaluation or negatively impact the competitive nature of the RFQ and vendor selection process.
- 5.7.7 If the State determines that a response is nonresponsive 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.

ATTACHMENT A**TECHNICAL RESPONSE & EVALUATION GUIDE**

All Respondents must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). All Respondents must also detail the response page number for each item in the appropriate space below.

The Solicitation Coordinator will review all responses 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 Evaluation Team must review the responses and attach a written determination. In addition to the Mandatory Requirement Items, the Solicitation Coordinator will review each response for compliance with all RFQ requirements.

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		The Technical Response must be delivered to the State no later than the Technical Response Deadline specified in the RFQ § 2, Schedule of Events.	
		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.	
		A Respondent must not submit multiple responses in different forms (as a prime and a subcontractor).	
	A.1.	Provide the Statement of Certifications and Assurances (RFQ Attachment G) completed and signed by an individual empowered to bind the Respondent to the provisions of this RFQ 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 perform work 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 an official document or letter from an accredited credit bureau, verified and dated within the last three (3) months and indicating a positive credit rating for the Respondent (NOTE: A credit bureau report number without the full report is insufficient and will <u>not</u> be considered responsive.)	
	A.6.	<p>Provide a valid, Certificate of Insurance that is verified and dated within the last six (6) months and which details <u>all</u> of the following:</p> <p>(a) Insurance Company</p> <p>(b) Respondent's Name and Address as the Insured</p> <p>(c) Policy Number</p> <p>(d) The following minimum insurance coverage:</p> <p>(i) Workers' Compensation/Employers' Liability (including all states coverage) with limit not less than the relevant statutory amount or one million dollars (\$1,000,000) per occurrence for employers' liability whichever is greater.</p> <p>(ii) Comprehensive Commercial General Liability (including personal injury property damage, premises/operations, independent contractor, contractual liability and completed operations/products) with a bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.</p> <p>(iii) Automobile Coverage (including owned, leased, hired, and non-owned vehicles) with a bodily injury/property damage combined single limits not less than one million dollars (\$1,000,000) per occurrence.</p> <p>(iv) Errors and Omission Coverage with a limit of not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) aggregate.</p> <p>(e) (v) Cyber-liability Coverage (including privacy breach response and network asset protection) with a limit of not less than five million dollars (\$5,000,000) aggregate. The State is to be notified immediately if 50% of the required insurance aggregate limit is encumbered. The Contractor's obligation to obtain the insurance does not waive or release the Contractor's liabilities or duties to indemnify under this Agreement. The following information applicable to each type of insurance coverage:</p> <p>(i) Coverage Description,</p> <p>(ii) Exceptions and Exclusions,</p> <p>(iii) Policy Effective Date,</p> <p>(iv) Policy Expiration Date, and</p> <p>(v) Limit(s) of Liability.</p>	
	A.7.	<p>Provide the Respondent's most recent independent audited financial statements. Said independent audited financial statements <u>must</u>:</p> <p>(a) reflect an audit period for a fiscal year ended within the last 36 months</p> <p>(b) be prepared with all monetary amounts detailed in United States currency;</p> <p>(c) be prepared under United States Generally Accepted Accounting</p>	

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		<p>Principles (US GAAP);</p> <p>(d) include: the auditor's opinion letter; financial statements; and the notes to the financial statements; and</p> <p>(e) be deemed, in the sole discretion of the State to reflect sufficient financial stability to undertake the subject agreement with the State.</p> <p>NOTES:</p> <ul style="list-style-type: none"> ▪ Reviewed or Compiled Financial Statements will not be deemed responsive to this requirement and will <u>not</u> be accepted. ▪ All persons, agencies, firms, or other entities that provide opinions regarding the Respondent's financial status <u>must</u> be properly licensed to render such opinions. The State may require the Respondent to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders the opinions. ▪ Any attest or review of the financial status of a Tennessee corporation must be rendered by an accountant or accounting firm licensed or otherwise specifically permitted to provide an attest or review by the Tennessee Board of Accountancy. 	
	A.8.	Provide a statement that no data, application, hardware or personnel for your proposed solution reside outside of the U.S.	
	A.9.	Provide a statement that your IICS solution or equivalent has been implemented in at least 2 other business entities, public or private, and is still in production.	
	A.10.	Provide a statement by a company official indicating that the Respondent has provided maintenance and support of a similar type & size system in the United States and/or Canada within the last five (5) years, including the location(s) and date(s) of maintenance.	
	A.11.	Provide written confirmation that the Respondent understands and agrees to comply, at a minimum, with the State's Technology Architecture requirements as detailed in: the State of Tennessee Enterprise Architecture; RFQ Attachment O.	
	A.12.	The Respondent has answered all Pass Fail Requirements in RFQ Attachment K – Requirements Matrix, tab "Pass Fail Requirements".	
State Use – RFQ Coordinator Signature, Printed Name & Date:			

ATTACHMENT 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. 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 performing the goods or services required by this RFQ.
	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 sales 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, proposed to provide work on a contract pursuant to this RFQ, 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 RFQ 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 RFQ. 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 such licensure detailing the state of licensure and licensure number for each person or entity that renders such opinions.
	B.10.	Provide a statement of whether there is any pending or in progress Securities Exchange

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<p>Commission investigations involving the Respondent. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it will impair the Respondent's performance in a contract pursuant to this RFQ.</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 such licensure detailing the state of licensure and licensure number 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 RFQ (e.g., prior experience, training, certifications, resources, program and quality management systems, etc.).
	B.12.	Provide a narrative description of the proposed contract team, its members, and organizational structure along with an organizational chart identifying the key people who will be assigned to provide the goods or services required by this RFQ, illustrating the lines of authority, and designating the individual responsible for the completion of each task and deliverable of the RFQ.
	B.13.	Provide a personnel roster listing the names of key people who the Respondent will assign to perform tasks required by this RFQ along with the estimated number of hours that each individual will devote to the required tasks. 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 accomplish the work required by this RFQ, 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 work 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 RFQ.</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); and</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 RFQ. Please include the following information:</p> <p>(i) a percentage (%) indicating the participation estimate. (Express the estimated</p>

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<p>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> <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=9265 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-year period. If so, provide the following information for all current and completed contracts:</p> <p>(a) the name, title, telephone number and e-mail address of the State contact responsible for the contract at issue;</p> <p>(b) the name of the procuring State agency;</p> <p>(c) a brief description of the contract's specification for goods or scope of services;</p> <p>(d) the contract term; 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 responsive to Section B.16 of this RFQ.
	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 RFQ 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 RFQ Attachment H. References that are not completed as required may be deemed nonresponsive 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>

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<p>(a) Add the Respondent's name to the standard reference questionnaire at Attachment H, and make a copy for each reference.</p> <p>(b) Send a reference questionnaire and a new, standard #10 envelope to each reference.</p> <p>(c) Instruct the reference to:</p> <ul style="list-style-type: none"> (i) complete the reference questionnaire; (ii) sign <u>and</u> date the completed reference questionnaire; (iii) seal the completed, signed, and dated reference questionnaire within the envelope provided; (iv) sign his or her name in ink across the sealed portion of the envelope; and (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>(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> <ul style="list-style-type: none"> ▪ 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.
	B.19.	<p>The State is amenable to making changes to RFQ Attachment J, <i>pro forma</i> contract. The State will take all reasonable suggested alternative or supplemental contract language changes by Respondents under advisement during the evaluation and post award processes, subject to any mandates or restrictions imposed on the State by applicable state or federal law. The State, however, recommends that Respondents include with their response any alternative or supplemental suggested contract language that a Respondent would propose.</p> <p>Clearly indicate, by providing a "red-line" of RFQ Attachment J, <i>pro forma</i> contract, all suggested alternative or supplemental contract language. Do <u>not</u> include any exceptions or</p>

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		changes that (1) contradict a Federal requirement or a Mandatory Requirement, or (2) push back any deadlines.
SCORE (for <u>all</u> Section B— Qualifications & Experience Items above): (maximum possible score = 15)		
<i>State Use – Evaluator Identification:</i>		

ATTACHMENT C**TECHNICAL RESPONSE & EVALUATION GUIDE**

SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH. The Respondent should explain its approach to providing goods or services to the State. The items listed below represent specific questions the State would request you answer in your response. For ease of review, please annotate your explanation so that it contains references to the items listed below where they are addressed. Respondent should not feel constrained to answer only the specific questions listed below in its explanation and should feel free to provide attachments if necessary in an effort to provide a more thorough response.

The Evaluation Team, made up of three (3) 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 scores 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.		2	
	C.2.	Provide a narrative that illustrates how the Respondent will complete the delivery of the scope of services, and accomplish the required objectives as outlined in the Pro Forma Contract Section A.4		2	
	C.3.	Provide a narrative that illustrates how the Respondent will manage the project, ensure delivery of the specified product and complete the scope of services as outlined in the Pro Forma Contract Section A.4		2	
	C.4.	Provide a narrative that illustrates how the Respondent will meet the State's project schedule as outlined in the Pro Forma Contract Section A.5		2	
	C.5.	Provide a narrative that describes your product maintenance and enhancement cycles. DO NOT include ANY pricing in response to this question.		1	
	C.6.	Provide a narrative that describes the options in addition to the quantity and capacity of support services skill required for a hosted solution. DO NOT include ANY pricing in response to this question.		2	
	C.7.	Provide a narrative that describes your experience in implementing your product for a new customer of similar size and scope of implementation as the State is envisioning. Include staffing requirements for the Respondent and State staff including quantity and skill level.		2	

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.8.	Provide a narrative of the Respondent's project methodology for managing and executing the project. Include in this narrative the methodology used to build, test and implement the final product. A list of deliverables used in the Respondent's methodology should be included.		1	
	C.9.	Provide a narrative that describes the type of interfaces the proposed solution is capable of as described in Pro Forma Contract Section A.4.f		2	
	C.10.	Provide a narrative for the proposed Data Migration/Conversion Plan as described in Pro Forma Contract Section A.4.g		3	
	C.11.	Provide a narrative for the proposed Training Plan as described in Pro Forma Contract Section A.4.p.		2	
	C.12.	Provide a narrative for the proposed Support and Maintenance as described in Pro Forma Contract Section A.4.s.		2	
<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: (sum of Raw Weighted Scores above)		
Total Raw Weighted Score <hr/> Maximum Possible Raw Weighted Score <i>(i.e., 5 x the sum of item weights above)</i>		X 20 <i>(maximum possible score)</i>		= SCORE:	
<i>State Use – Evaluator Identification:</i>					
<i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i>					

ATTACHMENT D**TECHNICAL RESPONSE & EVALUATION GUIDE****SECTION D: REQUIREMENTS MATRIX.**

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.

For D1 respondent must provide responses to this section in the Excel file provided as RFQ Attachment K – Requirements Matrix, and must provide both an electronic submission of the file in Excel format, and a printed copy of the same Excel file in its proposal. (Do not submit these files in PDF format.) The Valid Response Codes for each requirement are shown below and on the first worksheet of the Excel workbook, "Instructions." The Respondent must respond to ALL requirement items."

Valid Response Codes:

SF = Standard Feature: No configuration required.

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

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

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

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

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

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

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

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

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Requirement Matrix Item	Item Score	Evaluation Factor	Raw Weighted Score
	D.1.	Respond to each requirement in Attachment K – Requirements Matrix as instructed on the first worksheet of the Excel workbook, "Instructions.". For this section, Respondent must provide its responses in the Excel file provided, and must provide both an electronic submission of the file in Excel format, and a printed copy of the same Excel file in its proposal. (Do not submit these files in PDF format.)		4	
	D.2.	Provide a narrative that illustrates your proposed solution's ability to accommodate the submission of claims along with various document attachments including an appointment order, motions and receipts as described in Attachment K, Requirements Matrix tab (E) Program Administration.		2	
	D.3.	Provide a narrative that illustrates your proposed solution's, ability to configure workflows required for the administration of attorney, interpreter and expert witness claims, including: <ul style="list-style-type: none"> (a) tracking the timeliness of each claim from initial submission, to review, to audit and approval and payment (b) monitoring individual auditor and authorizing supervisor tasks and milestones (c) securing all supporting information and documents (d) managing claimant notifications and response (e) managing the review, approval and denial of a claim by a judge (f) routing a claim from an assignee to an attorney for review 		2	
	D.4.	Provide a narrative of your system's configuration ability specific to current and future business rules or legislative statutes.		2	
	D.5.	Provide an overview of your proposed solution's ability to accommodate the configuration of multiple levels of organizational hierarchy including the management of various user authorization levels and access limitations required for claim processing, approval and payment, specific to statute and program rules as defined in Attachment K, Requirements Matrix		2	

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Requirement Matrix Item	Item Score	Evaluation Factor	Raw Weighted Score
	D.6.	Provide a narrative of your solution's ability to accommodate the State's need to receive, store and automatically annotate documents based on user actions as defined in Attachment K – Tab(C) Document Management and Imaging.		2	
	D.7.	Provide a narrative discussing your solution's ability to accommodate the State's payment processing and compensation validation needs including: <ul style="list-style-type: none"> (a) compensation limits defined by statutes payable to the claimant (attorney, interpreter or expert witness) (b) method and validation of time and expense rules (c) the prevention of duplicate payments to the same claimant/defendant 		3	
	D.8.	Provide an overview of your solution's ability to accommodate the State's reporting needs specific to the administration of the Indigent Representation and Interpreter Programs, where the response includes at a minimum: (See Attachment K, tab (B) Reporting and Analytics) <ul style="list-style-type: none"> (a) pre-defined state- mandated reports (b) the scheduling and distribution of reports (c) ability of business users to create standard and adhoc reports (d) Prohibiting the inclusion of confidential or sensitive information from routine reports specific to the security access of the report user 		3	
	D.9.	Provide a narrative describing your processes and procedures for promptly investigating, documenting and reporting security incidents (such as suspected intrusion, illegal activity, or unauthorized activity) and ultimately complying with State and Federal policies, standards and regulations for notification, including at a minimum any unauthorized exposure of PII or PHI data and/or unauthorized access to the facilities where data is stored.		2	
	D.10.	Provide a narrative detailing your Backup and Recovery Plan and Contingency of Operations as described in Pro Forma Contract Section A.4.I and A.4.m.		3	

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Requirement Matrix Item	Item Score	Evaluation Factor	Raw Weighted Score
<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>		
Total Raw Weighted Score		X 20 <i>(maximum possible score)</i>		= SCORE:	
Maximum Possible Raw Weighted Score <i>(i.e., 5 x the sum of item weights above)</i>					
<i>State Use – Evaluator Identification:</i>					
<i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i>					

ATTACHMENT E**TECHNICAL RESPONSE & EVALUATION GUIDE**

SECTION E: ORAL PRESENTATION AND DEMONSTRATION. If selected as a Qualified Respondent, the Respondent must address ALL Oral Presentation and Demonstration Items (below). The Oral Presentation and Demonstration period shall not exceed four (4) hours, which shall consist of: thirty (30) minutes for the Respondent to set-up and prepare; one hundred five (105) minutes for the Demonstration items in E.1; a fifteen (15) minute break; one (1) hour for the Discussion items in E.2; and thirty (30) minutes for questions and answers. The Respondent is required to include key personnel that will be assigned to this project in their presentation, as appropriate, and be available to answer questions. Respondent should not include company marketing materials in any Oral Presentation and Demonstration handouts.

Respondent must not include any cost information in the oral presentation and demonstration, including in any accompanying materials.

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

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

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

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Oral Presentation Item	Item Score	Evaluation Factor	Raw Weighted Score
	E.1.	Demonstrate the flow of claim entry: (a) Demonstrate the entry of demographics for the claim (b) Demonstrate time entry for the claim (c) Demonstrate expense entry for the claim (d) Demonstrate the attachment of supporting documentation to the claim (e) Demonstrate the ability to annotate and save the attachment (f) Demonstrate the submission of the claim to a higher authority level for approval (g) Demonstrate the validation of entry rules such as an incorrect format or missing information (h) Demonstrate the ease of navigation between multiple sections of the claim (i) Demonstrate the ease of saving a claim in progress and editing the document before submitting the claim for review or approval (j) Demonstrate the ability for the claimant to submit via the internet		4	

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Oral Presentation Item	Item Score	Evaluation Factor	Raw Weighted Score
	E.2.	<p>Demonstrate Enabled System Workflow</p> <p>(a) Demonstrate the ability to create multi-level approval workflows specific to program parameters and user access levels, each of which provides a queue of work for the next worker in line with distinct read/write/view only capabilities.</p> <p>(b) Show the ease of configuration specific to statutory or program parameter enhancements, such as adding an additional approval level</p> <p>(c) Demonstrate system's capability to disallow multiple workers reviewing/updating the same claim at the same time</p> <p>(d) Demonstrate the ability of a worker to see claims in their queue by status</p> <p>Perform at least two different searches, including (but not limited to) filtering results by date of claim entry, type of claim, claimant (attorney, interpreter or expert witness), and status of the claim.</p>		2	
	E.3.	<p>Demonstrate Reporting</p> <p>(a) Demonstrate at least two standard reports that reflect either unpaid claim amounts, paid amounts, expenses (payments) to date or expenses by attorney</p> <p>(b) Demonstrate the ability to export reporting results into a standard format such as .xls or .pdf</p> <p>(c) Demonstrate the ability for a business user to create an ad hoc report</p>		3	
	E.4.	<p>Demonstrate configurability:</p> <p>(a) Demonstrate the ability for administrative users to change dropdown list of values for the system.</p> <p>(b) Demonstrate the ability to create, copy and modify workflows.</p>		2	

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Oral Presentation Item	Item Score	Evaluation Factor	Raw Weighted Score
	E.5.	Demonstrate training: (a) Demonstrate training documentation (b) Demonstrate online training		2	
<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>		
Total Raw Weighted Score		X 15 <i>(maximum possible score)</i>		= SCORE:	
Maximum Possible Raw Weighted Score <i>(i.e., 5 x the sum of item weights above)</i>					
<i>State Use – Evaluator Identification:</i>					
<i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i>					

ATTACHMENT F

Cost Proposal & Evaluation Guide

For Qualified Respondents Only

NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED

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

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

Notwithstanding the line item of costs herein, pursuant to the second paragraph of the *pro forma* contract section C.1. (refer to RFQ Attachment J), "The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract."

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

RESPONDENT SIGNATURE:			
PRINTED NAME & TITLE:			
DATE:			
RESPONDENT LEGAL ENTITY NAME:			
Line item of cost Description	Proposed Cost	State Use Only	
		Evaluation Factor (Hours Reflected Are Not Guaranteed)	Evaluation Cost (cost x factor)
Total Cost for Implementation and State Approved Delivery of the IICS System Phases and Interfaces using Project Initiation Phases & Project Management deliverables pursuant to Pro Forma contract Section A. Exclude Training in A.4.p, which is listed below	\$ ONE-TIME COST	 1	

RESPONDENT LEGAL ENTITY NAME:			
Line item of cost Description	Proposed Cost	State Use Only	
		Evaluation Factor (Hours Reflected Are Not Guaranteed)	Evaluation Cost (cost x factor)
Completion and State Approval of Change Order Work performed pursuant to Pro Forma contract Section A.4.v	\$ / PERSON HOURS	500	
Completion and State Approval of Modifications and Enhancements performed pursuant to Pro Forma contract Section A.4.t.	\$ / PERSON HOURS	1000	
Support and Maintenance- as detailed in Pro Forma Contract Section A.4.s	\$ / YEAR	3	
Training- as detailed in Pro Forma Contract Section A.4.p	\$ ONE-TIME COST	1	
EVALUATION COST AMOUNT (sum of evaluation costs above): The RFQ Coordinator will use this sum and the formula below to calculate the Cost Proposal Score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.			
$\frac{\text{lowest evaluation cost amount from all responses}}{\text{evaluation cost amount being evaluated}}$		$\times 30$ (maximum section score)	=SCORE:
<i>State Use – RFQ Coordinator Signature, Printed Name & Date:</i>			

ATTACHMENT G**STATEMENT of CERTIFICATIONS AND ASSURANCES**

An individual responding in his or her individual capacity or legally empowered to contractually bind the Respondent must complete and sign the Statement of Certifications and Assurances below as required, and this signed statement must be included with the response as required by the Request for Qualifications

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 RFQ.
2. The Respondent will provide all specified goods or services as required by the contract awarded pursuant to this RFQ.
3. The Respondent accepts and agrees to all terms and conditions set out in the contract awarded pursuant to this RFQ.
4. The Respondent acknowledges and agrees that a contract resulting from the RFQ shall incorporate, by reference, all Response responses as a part of the contract.
5. The Respondent will comply, as applicable, 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 best of the undersigned's knowledge, information or belief, the information detailed within the Response to the RFQ is accurate.
7. The Response submitted to the RFQ was independently prepared, without collusion, and 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 the request or any potential resulting contract.
9. The Response submitted in response to the RFQ shall remain valid for at least 120 days subsequent to the date of the Response opening and thereafter in accordance with any contract pursuant to the RFQ.

By signature below, the signatory certifies legal authority to bind the responding entity to the provisions of this request and any contract awarded pursuant to it. The State may, at its sole discretion and at any time, require evidence documenting the signatory's authority to be personally bound or to legally bind the responding entity.

DO NOT SIGN THIS DOCUMENT IF YOU ARE NOT LEGALLY AUTHORIZED TO DO SO BY THE ENTITY RESPONDING TO THIS RFQ.

SIGNATURE & DATE:

PRINTED NAME & TITLE:

LEGAL ENTITY NAME:

FEIN or SSN:

ATTACHMENT H

REFERENCE QUESTIONNAIRE

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

The Respondent will be responsible for obtaining completed reference questionnaires as required (refer to RFQ Attachment B, General Qualifications & Experience Items, Item B.17.), and for enclosing the sealed reference envelopes within the Respondent's Technical Proposal.

RFQ # 30227-15002 REFERENCE QUESTIONNAIRE

RESPONDENT NAME: RESPONDENT NAME (completed by respondent before reference is requested)

The "respondent name" specified above, intends to submit a response to the State of Tennessee in response to the Request for Qualifications (RFQ) indicated. As a part of such response, the respondent 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 respondent.

(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 do/did the vendor provide to your company or organization?**

(4) **What is the level of your overall satisfaction with the vendor of the goods or services described above?**

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

	1	2	3	4	5	
least satisfied						most satisfied

RFP # 30227-15002 PROPOSAL REFERENCE QUESTIONNAIRE — PAGE 2

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

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

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

	1	2	3	4	5	
least satisfied						most satisfied

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

- (11) **Considering the staff assigned by the vendor 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 vendor 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:

ATTACHMENT I

PROPOSAL SCORE SUMMARY MATRIX

	<i>PROPOSER NAME</i>		<i>PROPOSER NAME</i>		<i>PROPOSER NAME</i>	
GENERAL QUALIFICATIONS & EXPERIENCE SECTION B (maximum: 15)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	AVERAGE:		AVERAGE:		AVERAGE:	
TECHNICAL EXPERIENCE & PROJECT APPROACH SECTION C (maximum: 20)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	AVERAGE:		AVERAGE:		AVERAGE:	
TECHNICAL REVIEW OF REQUIREMENTS MATRIX SECTION D (maximum: 20)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	AVERAGE:		AVERAGE:		AVERAGE:	
ORAL PRESENTATION SECTION E (maximum: 15)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
	SCORE:		SCORE:		SCORE:	
COST PROPOSAL (maximum: 30)						
TOTAL PROPOSAL EVALUATION SCORE: (maximum: 100)						
<i>RFQ Coordinator Signature, Printed Name & Date:</i>						

ATTACHMENT J

RFQ # 30227-15002 PRO FORMA CONTRACT

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

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
ADMINISTRATIVE OFFICE OF THE COURTS
AND
CONTRACTOR NAME**

This Contract, by and between the State of Tennessee, Administrative Office of the Courts("State") and **Contractor Legal Entity Name**("Contractor"), is for the provision of an Indigent and Interpreter Claim System (IICS), as further defined in the "SCOPE." State and Contractor may be referred to individually as a "Party" or collectively as the "Parties" to this Contract.

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

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

Contractor Edison Registration ID # **Number**

A. SCOPE:

- A.1. The Contractor shall provide all goods or services and deliverables as required, described, and detailed below and shall meet all service and delivery timelines as specified by this Contract.
- A.2. Definitions. Following are key definitions related to specific services requested in this Contract. The section, Definitions and Abbreviations (1.4), contains additional terms and acronyms used by the State related to the services requested in this Contract.
- a. **"Commercial off the Shelf" (COTS)**, shall mean commercially available software where the rights are owned by the Contractor, which is not developed using State money or resources.
 - b. **"Contractor-Owned Software,"** shall mean commercially available software the rights to which are owned by Contractor, including but not limited to commercial "off-the-shelf" software which is not developed using State's money or resources.
 - c. **"Custom Developed Solution"**, shall mean a software solution developed by the Contractor for the State.
 - d. **"Days"**, shall mean calendar days unless otherwise stated in the Contract section.
 - e. **"Defect"**, shall mean a condition in the product which does not meet requirements or end-user expectations, which may not be specified, but are reasonable.
 - f. **"Deliverables"**, shall mean a set of products to be delivered to the State by the Contractor to fulfill the terms of this Contract.
 - g. **"Hours"**, shall mean sequential hours unless otherwise stated in the Contract section.
 - h. **"Project Steering Committee" (PSC)**, shall mean the governing body for the IICS solution, comprised of the Executive Sponsor, the Administrative Director of the Administrative Office of the Courts, and designated stakeholders, that provide overall guidance as needed to assure the project/product meets the stated goals and objectives.
 - i. **"Rights Transfer Application Software,"** shall mean any pre-existing application software owned by Contractor or a third party, provided to State and to which Contractor will grant and assign, or will facilitate the granting and assignment of, all rights, including the source code, to State.
 - j. **"Third Party Software"**, shall mean software not owned by the State or the Contractor.
 - k. **"Work Product,"** shall mean all deliverables exclusive of hardware, such as software, software source code, documentation, planning, etc., that are created, designed, developed, or documented by the Contractor exclusively for the State during the course of the project using State's money or resources, including Custom-Developed Application Software. If the deliverables under this Contract include Rights Transfer Application Software, the definition of Work Product shall also include such software. Work Product shall not include Contractor-Owned Software or Third-Party Software.

- A.3. Service Goals. The goal is to achieve a statewide Indigent and Interpreter Claim System (IICS) that is web-enabled and fully integrates the Tennessee Indigent Entry System (TIES), Indigent Claims Entry (ICE), and Court Interpreter Claims System (CICS), and document management systems. The outcome of the solution is one repository built from the current systems data and one repository for documents associated to the claims. IICS will enable claimants to enter claims through a web operation, allow State staff to audit claims based on State policies and rules and subsequently interface with the State's ERP system to produce payments.
- A.4. Service Description. The Contractor shall deliver the services outlined herein.
- a. Kickoff Meeting and Presentation. The Contractor shall participate in a State-led Kickoff Meeting. The purpose of the Kickoff Meeting shall be to introduce the Contractor to State project stakeholders, and ensure agreement regarding project objectives, roles and responsibilities, strategy, and known risks. The Contractor shall prepare and deliver presentation for the kickoff meeting that synthesizes their approach to the overall project, provides high-level milestones, and introduces the Contractor team.
 - b. Start-up / Incoming Transition. The Contractor shall coordinate with the State to plan and implement a complete transition to the Contractor's support model. This Transition Plan shall include, but is not limited to:
 - (1) Orientation program to introduce State personnel, programs, and users to the Contractor's team, tools, methodologies, and business processes
 - (2) State transition of historic project knowledge assets to the Contractor
 - (3) Review and evaluation of the Contractor's current support services
 - c. Project Management and Reporting. The Contractor shall designate a single Project Manager to serve as the Contractor's primary point of contact for all activities and issues. The Contractor shall ensure that all project activities are performed efficiently, accurately and on schedule. The Contractor Project Manager shall coordinate as necessary with the State Lead to ensure the Contractor activities are managed consistently with overall Contract requirements.

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

- (1) Project Management Plan. The Contractor shall designate a single full-time Project Manager to develop a master Project Management Plan that describes the approach, activities, stages, duration and risks for all Project work. The State shall provide written acceptance of the Contractor's Project Management Plan. The State shall be responsible for the master Project Management Plan. The Contractor shall prepare and provide to the State Lead the following for inclusion in the master Project Management Plan:
 - (i) Work Breakdown Structure and Project Schedule: lists the work packages to be performed for the project and a schedule baseline that will be used as a reference point for managing project progress as it pertains to schedule and timeline.
 - (ii) Change Management Plan: a proposed plan for managing project changes including, but not limited to: processes, scope, resources and implementation.
 - (iii) Communication Management Plan: a proposed plan for defining the audience, communication requirements, communication schedule, proposing the responsible party for communication and the medium for communication.
 - (iv) Resource Management Plan: how the Contractor will maintain a pool of resources for the project, what skill sets are required and available, time off and the hiring/firing of Contractor personnel.
 - (v) Risk Management Plan: potential project risks, mitigation strategies and risk management processes.
 - (vi) Issue Management Plan: a plan for documenting, tracking and reporting of

issues, including the process for escalating issues for joint management decisions by the Contractor and State.

- (vii) Configuration Management Plan: procedures for version control of all deliverables and artifacts, including configurations, documentation and executable, execution plans including rollback and system source code. The Plan shall include a process to ensure the status of all existing deliverables is known; that only approved versions are released for production use; that prior released versions can be recreated and that changes are made to release deliverables only when authorized by the State.
- (viii) Quality Management Plan: a proposed plan to describe how quality will be managed throughout the lifecycle of the project; including processes and procedures for quality planning, quality assurance and control will be conducted.
- (2) Release Management Plan: a plan that defines the procedures for release and deployment of system components to each region/environment (testing, training, production, etc.). The plan will also include details on how the Contractor will manage the release of future software upgrades and enhancements.
- (3) Weekly Status Report. The Contractor shall prepare and submit to the State Lead a Weekly Status Report. The report shall contain a synopsis of the status of activities, outstanding issues as documented in the "Issue Management Plan" and expected resolution dates, and key risks and issues. Items to be tracked in this report will include at a minimum, open technical questions, requests for information, schedule of resources for the coming weeks, and requests for documentation.

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

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

- (4) Monthly Progress Report. The Contractor shall prepare and submit to the State a Monthly Progress Report throughout the project's duration. Monthly Progress Reports shall contain, at a minimum:
 - (i) Progress toward project milestones
 - (ii) Explanations of schedule and cost variances relative to the previous month's progress report and the baseline schedule and cost projections
 - (iii) Updates on implementation
 - (iv) Status of deliverables
 - (v) Action items and status
 - (vi) Status of Modification Requests
- d. Requirements Verification and Fit-Gap Analysis. The Contractor shall work with State project team members, as identified by the State, to verify the requirements outlined in Attachment K – Requirements Matrix, and to map and document the extent that the Contractor's solution meets each requirement. The Contractor shall use its responses to Attachment K – Requirements Matrix, for the verification process. The Contractor and the State shall reach and the Contractor shall document a common understanding of Requirements, including possible rephrasing for clarity, and Gaps (changes required in the Contractor's software to meet Requirements).

The Contractor shall prepare and deliver to the State for review and approval a Requirements Verification document that includes a finalized list of Requirements Specifications, which detail the specific features and functions of each requirement. This document shall include identified gaps (requirements that are not met or not met fully by the Contractor's solution prior to modification) and a high-level statement of how each gap will be filled. The State shall provide written acceptance of the Requirements Verification document.

High-level Requirements for the IICS system include:

- (1) System. The Solution shall be a web-based solution which shall be hosted and provisioned by the Contractor. Detailed requirements for Architecture, Batch Processing, Correspondence, Data Availability, History Tracking, Hosting, Maintenance, Messaging, State & Federal Regulations, Support, General System, System Design and Validation can be found in Attachment K–Requirements Matrix, Section (A)System.
- (2) Reporting & Analytics. The Solution shall provide a reporting module that will allow AOC users to run existing reports, create new ad hoc reports, schedule reports, and export the reports in a format that will allow them to easily manipulate the reports, in addition to providing a means for authorized users to schedule and distribute reports directly from the solution. The solution shall also include a user interface that will allow authorized users to develop new reports, both for ad hoc reporting and continued/scheduled reporting. More detailed requirements are incorporated into this contract in Attachment K - Requirements, Section (B) Reporting &Analytics.
- (3) Document Management/Imaging. The Solution shall include a document repository to scan, route, separate and search all claim related and supporting documents. The solution shall also include a way to batch transfer existing claim related and supporting documents in the State legacy systems into the new repository, with the ability to upload and index documents-both past and future. More detailed requirements are incorporated into this contract in Attachment K - Requirements Matrix, Section(C) Document Management/Imaging.
- (4) Application Administration. The Solution shall include a comprehensive administration section allowing AOC authorized users and Information Technology staff to configure certain elements within the solution, additionally the solution shall conform to operability standards and contain workflow/routing capability. More detailed requirements are incorporated into this contract in Attachment K -Requirements Matrix, Section (D) Application Administration.
- (5) Program Administration. The Solution shall support the administration of the Indigent Representation Claim Program and Interpreter Claim Program based on Tennessee Supreme Court rules; more detailed requirements are incorporated into this contract in Attachment K - Requirements Matrix -Program Administration.
- (6) Hosting and Infrastructure Requirements:
 - (i) Hardware and Software

The Contractor shall provide the hardware, software, communications, and other infrastructure necessary to meet the requirements of the contract at no additional cost to the State. The State is responsible for any hardware (PCs) to access the system, as well as any software licenses to access and utilize data extracts, such as SQL or Microsoft Excel. The State will use its own network resources to access the Contractor's IICS solution.
 - (ii) Hosting Environment

The Contractor shall maintain a secure hosting environment to provide required services under this Contract. The Contractor shall provide a secure data center to house equipment, with 24/7 system monitoring, managed firewall services, and managed backup services. The Contractor shall have an alternate secure hosting site available in the event that it is not possible to restore operations in the primary

site within 48hours.

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

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

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

Physical Security – The data center shall be physically secured. Access shall be restricted to authorized personnel using multi-layered controls and procedures including the following:

1. All facility staff, including contractor staff (such as cleaning crew) is US citizens and have been vetted through a background check.
2. Surveillance cameras are installed to give a complete view of both the facility interior and grounds. Cameras are monitored 24x7x365.
3. Access to parking facilities is restricted to authorized personnel.
4. Barriers placed to prevent vehicular assault on the facility.
5. Multifactor access control to the facility (e.g., biometric and card key) and sensitive areas within it (e.g. server rooms).
6. Role-based accesses control/restricted access to sensitive areas.
7. Restrictions on removable media, incoming/outgoing.

Policies for granting access shall be in place and consistently followed. Access shall only be granted to those with a need to perform tasks in the datacenter.

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

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

- (iii) The EPPH Contractor shall ensure that the hosting environment is configured to be compliant with the Tennessee Enterprise Information Security Policies in effect at the time of contract signing.

(EPPH) Security Standards and Regulatory Compliance. The EPPH Contractor shall assure that the hosting environment is compliant with or supports compliance with applicable standards, laws and regulation (see below).

1. Compliant with NIST Special Publication 800-53, Revision 3 – Recommended Security Controls for Federal Information Systems and Organizations (as amended).

2. IRS Publication 1075 Tax information Security Guidelines For Federal, State and Local Agencies (October 2014 or later).

3. Personally Identifiable Information (PII); see Contract E.13.

(7) Requirements Traceability: The Contractor shall create and maintain a Requirements Traceability Matrix or equivalent through the end of this contract that shall be comprised of:

- (i) the requirements from Attachment K -Requirements Matrix and documentation of any changes and/or gaps identified during the requirements verification process
- (ii) a cross-reference for each requirement to use cases, design/specification documents and test cases

The Contractor shall not proceed with the development of the solution until the Requirements Verification and Fit-Gap Analysis is complete and accepted in writing by the State.

e. Application Design

The Contractor shall be wholly responsible for the design and/or configuration of the application. The Contractor shall create and deliver to the State the design/configuration documentation that includes the following as a minimum:

- (1) All of the requirements as specified in Attachment K -Requirements Matrix that have been updated to reflect the changes and/or gaps captured during the requirements verification process
- (2) Reporting requirements design
- (3) User Interface design
- (4) Document Management System design
- (5) Security Design

The Contractor shall participate in Design Review in order to present the initial design of all software components, software configuration and items for customization. The Contractor shall submit the Design documentation to the State for review and approval.

(6) Upon State approval of the Design documentation, the Contractor shall update the AOC's future state business flows and create future state process descriptions

f. Interface Design The Contractor shall create an Interface Design document that includes the following interfaces:

- (1) Board of Professional Responsibility (BPR): Retrieve a file from the Board of Professional Responsibility of the Supreme Court of Tennessee and use the contents to populate attorney license and address information when an attorney registers to use IICS.
- (2) Edison (State's PeopleSoft/Oracle ERP System) payments: Create a file of payment data to be transmitted to the State's ERP system.
- (3) Edison (State's PeopleSoft/Oracle ERP System) vendor updates: Retrieve a file of vendor updates and populate the vendor information in IICS on a daily basis.
- (4) Edison (State's PeopleSoft/Oracle ERP System) paid items: Retrieve a file of paid items (payments) and populate IICS with the paid date.
- (5) Interpreter Credentialing: Retrieve a file of interpreter credentials and use to update interpreter credentials in IICS.

g. Data Migration Plan. The Contractor shall work with the State to develop a plan describing the strategy, approach, and design for migrating existing data from AOC legacy applications to IICS. At a minimum the data migration plan will include the following:

- (1) Methodology for mapping all data elements from multiple sources and multiple systems based upon AOC business rules

- (2) Include plans for a one-time extract and load of payment information from Edison (State's PeopleSoft/Oracle ERP System)
- (3) Strategy for validating all data
- (4) Identify data anomalies; assess risk and strategy for corrective action
- (5) Data correction strategy for pre and post conversion
- (6) Methodology for converting images from multiple repositories into one
- (7) Strategy for populating payments from Edison (State's PeopleSoft/Oracle ERP System) that are not contained in the legacy systems: ICE, TIES and CICS

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

- h. Test Plan. The Contractor shall develop and deliver a plan describing how the Contractor will coordinate, manage, and conduct thorough testing of the IICS system prior to delivery to the State for User Acceptance Testing (UAT). The Plan shall include, at a minimum, testing all functionality, reports, correspondence, notices, and interfaces and system performance. Documentation of the inputs, outputs, problems identified, and corrections made shall be required, in the form of a test results document. Functional testing shall be performed by the Contractor on each module of the system and on the integrated system prior to delivery to the State for UAT. Individual sets of test data and test plans shall be created by the Contractor to completely test internal conditions of the system. The State shall provide written acceptance of the Test Plan and reserves the right to request periodic updates to the document.

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

- (1) Creating the appropriate test environment(s)
- (2) Installing IICS in the test environment
- (3) Installing and configuring any automated testing tools/packages

- i. Defect Tracking Log. The Contractor shall develop and maintain a Defect Tracking Log which shall include at a minimum, for each Defect:

- (1) Unique tracking number
- (2) Short name and description of the defect
- (3) Utility to attach a screen print of the defect
- (4) Reference to test condition that identified the defect
- (5) Date Defect was identified
- (6) Tester
- (7) Disposition (e.g., Not a Defect, Fixed, Successfully Retested, etc.)
- (8) Severity Level
- (9) Description of changes made to correct Defect

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

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

- j. Implementation Plan. The Contractor shall create an Implementation Plan to describe its overall approach to implementation. The Implementation Plan shall describe, at a

minimum, the following:

- (1) Implementation preparation for data migration, security, staff training, personnel assignments, and level of resources required for each area
- (2) Objectives and approach for components requiring installation, including utilization of the WAN, Extranet and Internet
- (3) Confirmation of the training schedule
- (4) Backup and recovery procedures
- (5) Contingency approach

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

- k. Operations Manual. The Contractor shall develop an Operations Manual, which features organized content, easy to understand language, useful graphic presentations and a thorough index and glossary. The Operations Manual shall provide State technical staff the knowledge to efficiently operate and update IICS independent of Contractor assistance. The Operations Manual shall address a view of the system required by technical users. It shall provide an understanding of the application, database and file structures, relationships between modules, programs, security and other operational guidelines.

The Operations Manual shall include overviews of the application, system structure, any required administrative tasks, major processing, required interfaces, or required maintenance schedules. The Operations Manual shall also describe the overall process schedule and processing cycles, including dependencies, files accessed, critical sequencing, timing criteria, and operating instructions for each process and process step consistent with the chosen environment. The Operations Manual shall also include, by processing cycle, a list of jobs that are mandatory to be run as scheduled and an explanation of what to expect (impact) if a job is not run. The Operations Manual shall also include a list of jobs that can be deferred and the instructions for running them at a later date and a list of jobs that can be run using concatenated files from multiple days. The Operations Manual shall include descriptions of special date files, parameter files, and other control files, including their purpose, procedures for creating them, and specific jobs and programs that use them.

- l. Backup and Recovery Plan. The Contractor shall create a Backup and Recovery Plan that supports multiple environments, failover environments, and Disaster Recovery. In order to prevent loss of data, the Contractor shall develop and implement recovery procedures, including the process for restoring data to its original or prior state, in the form of Recovery Time Objective (RTO) within 24 hours and Recovery Point Objectives (RPO) within 4 hours. The Backup and Recovery Plan shall be updated, at a minimum, annually and shall include the results of any disaster recovery exercises conducted by the Contractor. The State shall provide written acceptance of the Backup and Recovery Plan and reserves the right to request periodic updates to the document. Required contents of the plan should include, but are not limited to, documenting any project implementation assumptions and constraints for the proposed IICS specific to Disaster Recovery details regarding the State's use of IICS, including backup and Disaster Recovery, roles and responsibilities, and recovery approach. The plan should reference external OIR and AOC systems where the disaster recovery details are consolidated across the State's enterprise applications.

- m. Contingency of Operations Plan. The Contractor shall develop and submit a Contingency of Operations Plan to specify planning for the remediation of specific systems, equipment, software, and/or operations in the event of critical impact resulting from natural, accidental or intentional events. The Contingency of Operations Plan shall document the Contractor's plans and procedures to maintain State support and shall include, but not be limited to the following:
- (1) Description of the Contractor's emergency management procedures and policy
 - (2) Description of how the Contractor will account for their employees during an emergency

- (3) Planned temporary work locations or alternate Facilities
- (4) How the Contractor will communicate with the State during emergencies
- (5) List of primary and alternate Contractor points of contact, each with primary and alternate telephone numbers and e-mail addresses
- (6) Procedures for protecting the State furnished equipment (if any)
- (7) Procedures for safeguarding sensitive and/or classified State information (if applicable)

The State shall provide written acceptance of the Contingency of Operations Plan and reserves the right to request periodic updates to the document:

- n. Construct Solution. The Contractor shall develop and build the IICS solution including interfaces, application and an integrated document management solution based on Contract Section A.4.a through A.4.h. Additionally, the Contractor shall work with State staff to incorporate Business Rules as reflected in Attachment L Business Rules.

Each program and/or configuration shall be thoroughly documented and updated into the Requirements Traceability Matrix. All requirements will be traced to design, design to code and requirements to test cases for functional, system and integration testing.

The Contract shall create in line documentation (in the code) which shall be reviewed during code walkthroughs with the State at the State's discretion. The Contractor shall document decisions, issues and action items that result from code walkthroughs with the State. The Contractor shall document and submit source code and executable object code to the State when the solution is not hosted.

- o. Conduct Testing. The Contractor shall perform all functional, system, and integration testing of IICS, including interfaces, system performance and data migration, in accordance with Contract Section A.4.h and the State Approved Test Plan. The Contractor shall be responsible for all aspects of system and integration testing. The Contractor shall perform testing of all interfaces, with interaction and involvement of State personnel responsible for each interface. All testing shall be performed in the Contractor's technical environment. The Contractor shall conduct functional, system, integration and regression testing during each phase of the IICS project. In addition, prior to go-live, the Contractor shall conduct a performance/capacity test simulating 1,500 users.

- (1) Functional Testing. Documentation of the inputs, outputs, problems identified, and corrections made shall be required, in the form of a Functional Test Results document. Functional testing shall be performed by the Contractor on each module/program. Individual sets of test data and test plans shall be created by the Contractor to completely test internal conditions of the module/program. Successful functional testing occurs when the module's test plan is completed without failure.
- (2) System and Integration Testing. The Contractor shall fully test all software to ensure it meets the requirements and to demonstrate the functionality and performance characteristics before the start of User Acceptance Testing (UAT). The system tests shall actively use all of the functions, test all interfaces, and process all types of input. The Contractor shall include specific types of test cases and transactions in the test, as specified by the State.

If the Software Test Results Document is deemed acceptable by the State, the State shall approve in writing, which shall signal the initiation of User Acceptance Testing (UAT).

The Contractor shall be required to work with the State to facilitate and coordinate the execution of UAT in the designated test environment.

- p. Training. The Contractor shall provide training services to the State related to the use of the IICS system.

- (1) Training Plan. The Contractor shall develop a Training Plan detailing specific training plans for each role type that will interact with the IICS solution. The Contractor and the State shall collaborate and develop the specific role types, permissions and training for each

category of users. Training shall be appropriate for these roles and categories.

- (2) **Training Material.** The Contractor shall develop and deliver to the State Train-the-Trainer material for the final IICS functionality as approved by the State. Training material shall be prepared using State-standard Microsoft Office products. The Contractor shall provide training materials for the State's designated trainers, including unlimited right to copy.
- (3) **Train-the-Trainer Training.** The Contractor shall offer a train-the-trainer program to train State-designated IICS Trainers using the Training Material developed in accordance with Contract Sections A.4.j and A.4.p.(1) and the State-approved Training Plan. A variety of training approaches may be proposed, such as:
 - (i) On-site training
 - (ii) Virtual classroom
 - (iii) Training Video
 - (iv) **Help Content.** The Contractor shall develop and deliver content for the Help functions of IICS.

The State reserves the right to make final determination of the training approaches to be used as part of the Train-the-Trainer Training and any other Training formats.

The Contractor shall deliver the training components for each phase of the project. The State shall provide written acceptance of the Training Plan, Training Material and Help Content.

- q. **User Acceptance Testing.** The Contractor shall work with the State to develop the UAT Test Plan and test scenarios. The Contractor shall provide dedicated support for User Acceptance Testing, including installation IICS to a State-approved UAT environment; application and technical assistance during UAT; and correction of defects identified during UAT. The Contractor shall record and track defects identified by the State using the Defect Tracking Log (Contract Section A.4.i). When all defects have been corrected and UAT is deemed completed by the State, the State shall approve User Acceptance Testing in writing, which shall signal the commencement of the Statewide Rollout phase of the project.
- r. **Statewide Rollout.** This project shall be delivered in one phase. The Contractor shall work with the State to determine readiness for rollout based on an approved User Acceptance Test cycle and an approved Training cycle. The Contractor shall be responsible for the following:
 - (1) **Build Enterprise Architecture.** The Contractor shall work with the State to build and validate the Contractor's production readiness before commencing with implementation of the production environment.
 - (2) **Deploy Solution to Production.** The Contractor shall deploy the solution in the Production environment and work with State staff to ensure all pre-conversion tasks are completed before migrating production data for conversion.
 - (3) **Migrate Data.** The Contractor shall be responsible for migrating data and images from all legacy systems to begin the conversion process.
 - (4) **Conversion.** The Contractor shall perform the conversion and validation of data and images in the Production environment. The Contractor shall provide validation and verification of the conversion to the State before allowing users to begin work. The State shall provide written approval of the conversion documentation.
 - (5) **Post Implementation Assessment.** The Contractor shall monitor the performance of the solution and shall prepare and deliver to the State, a Post-Implementation Assessment report which shall describe any issues encountered during implementation, actions taken to remediate the issues, and lessons learned from the implementation. The State shall review the Assessment and, if acceptable, provide written approval.
- s. **Support and Maintenance.** The Contractor shall provide support and maintenance for the IICS system that will commence with the State's acceptance and written approval of the

Post-Implementation Assessment report and will continue throughout the Contract. The Contractor shall provide direct, second-tier technical support and shall maintain the operational readiness, interoperability, and conformance to specifications and requirements of ICS.

The Contractor shall be responsible for operating systems, services and processes required to perform data collection and processing as required by this Contract.

The Contractor shall deliver to the State for review and approval a Support and Maintenance Plan that describes how the Contractor will provide the support and maintenance services outlined in this Contract. The Support and Maintenance Plan shall include a description of the Contractor's support organizational structure.

- (1) Annual Support and Maintenance. Annual support and maintenance shall include all updates, corrections and modification to the Contractor's software, plus any updates, corrections, modifications or new versions of third party software. Additionally, the annual support and maintenance plan shall include all new releases or versions of the Contractor's solution, including all required third party software included in the solution. The Contractor shall be responsible for establishing a Support Center as required by this Contract.
 - (i) The Contractor shall establish a support center and dedicated point(s) of contact to provide communication and technical assistance to the State for annual support and maintenance.
 - (ii) The Contractor shall provide support Monday through Friday, **from 7:00 a.m. to 7:00 p.m.** Central Time, with the exception of designated State holidays.
 - (iii) The Contractor shall establish an email address dedicated to this initiative to facilitate communication and provide access to technical support.
 - (iv) The Contractor shall provide a toll-free phone number to facilitate communication and provide access to technical support.
 - (v) The Contractor may establish additional points or modes of contact (e.g. Chat or messaging through secure website) to expand or enhance access to service or support.
 - (vi) The Contractor shall respond to any calls or messages within two (2) hours of receipt.

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

- (2) Support. The Contractor shall, at a minimum:
 - (i) Make appropriate Contractor support resources available to the State between **7:00 a.m. to 7:00 p.m.** Central Time, Monday through Friday, except State holidays, to provide the services described and detailed in this section.
 - (ii) Diagnose and resolve problems reported by the State that have not been diagnosed and resolved at lower levels of support within the State. The State will determine the severity level of each reported problem. The levels and the corresponding Service Level Goals are indicated below:

Severity Level	Description	Service Level Goal
Level1	<p>Problem has an immediate impact on a majority of end users' ability to access and/or use the system. Generally involves multiple users at the same time. The Contractor shall address system outages or severely degraded services immediately.</p>	<p>Within one (1) hour from the time a Severity Level 1 problem is reported to the Contractor, the Contractor shall assign dedicated resources as required to solve the problem. The Contractor shall provide a status update to the State's Technical Contact or his/her designee every two (2) hours until the problem is resolved.</p> <p>The goal for Level 1 issues is to have the problem resolved within two (2) hours; otherwise, the issue shall be escalated to the Contractor's Chief Product Officer or the Contractor's equivalent senior management.</p>
Level2	<p>Problem has a high impact on most users, must be resolved quickly, and can occur at any time. Under these circumstances, the software is unusable or unstable</p>	<p>Within four (4) hours from the time a Severity Level 2 problem is reported to the Contractor, the Contractor shall assign dedicated resources as required to solve the problem. The Contractor shall provide a status update to the State's Technical Contact or his/her designee every eight (8) hours forth first 24 hours of the incident; then every 24hoursthereafter until the problem is resolved.</p> <p>The goal for Level 2 issues is to have the problem resolved within eight (8) hours; otherwise, the issue shall be escalated to the Contractor's senior management.</p>

Severity Level	Description	Service Level Goal
Level 3	Problem can occur at any time and is either high impact with moderate urgency, or extremely urgent but with moderate impact. Under these circumstances, the ability of the software to support business processes is diminished. For example, a software process causes frequent, unpredictable, system-wide slowdown, and must be restarted to resume acceptable performance.	Within 24 hours from the time a Severity Level 3 problem is reported to the Contractor, the Contractor shall assign resources to solve the problem within a mutually agreed upon timeframe. The Contractor shall provide a status update to the State's Technical Contact or his/her designee every 48 hours until the problem is resolved, or a workaround provided, or a fix scheduled for a future date or release
Level 4	Problem has a moderate impact and is moderately urgent. These circumstances create conditions that inconvenience users of the system.	The Contractor shall work with the State's Technical Contact or his/her designee to determine resources that the Contractor shall assign and when, and the frequency of updates on the status of the problem or fix.

The Contractor shall provide the State with Quarterly Service Level Reports no later than the tenth (10th) business day of the following quarter. The Service Level Reports will provide the time, severity level, description, acknowledgement time, and resolution time for each incident logged during the reporting period. The Service Level Reports will also show actual Service Level performance as compared to Service Level goals. Failure to provide reports by the tenth (10th) business day will incur penalties as indicated in Pro Forma Contract Attachment J (3)–Performance Requirements and Payment Reductions.

- (3) System Management and Monitoring. The Contractor shall manage the databases and services on equipment located at the Contractor's facility to the performance metrics agreed upon by the State. The Contractor must monitor all equipment and applications and shall use both automated and manual tools and processes to monitor performance, as well as prevent and detect unauthorized access. All equipment and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, shall have aggressive intrusion detection and prevention features.
- (4) Maintenance. The Contractor shall maintain fully-supported, current versions of all hardware and software components. The Contractor shall perform hardware and software maintenance and support services as necessary to ensure proper operation and

maintenance of systems.

The Contractor shall install all hardware and software patches, updates, and other utilities according to the Contractor recommendations and industry best practices, as required to maintain system operations and security. All patches and updates shall be fully tested prior to implementation in the production environment.

The Contractor shall repair or replace hardware or software, or any portion thereof, so the system operates in accordance with the specifications, terms, and requirements of the Contract. A regularly scheduled maintenance window shall be identified (e.g., weekly, monthly, or quarterly), at which time all relevant server patches and application upgrades shall be applied. The Contractor shall report the status of any software testing that will necessitate User Acceptance Testing to the State at least fifteen (15) business days before UAT would need to commence.

A critical outage shall be designated when a business function cannot be met by nonperforming application and there is no work around to the problem. Unless critical or agreed to by the State, the Contractor shall perform system maintenance that results in system downtime only on weekends. All maintenance shall be scheduled and the State shall be notified seventy-two (72) hours in advance of any downtime. The Contractor shall maintain a record of maintenance activities.

The Contractor shall generate System Usage and Performance reports on a monthly basis, including but not limited to the following:

- (i) Server up-time and down-time;
- (ii) All critical outages, including issue and resolution;
- (iii) All changes, patches and upgrades implemented;
- (iv) System access; and
- (v) Any other issues and resolution.

System Usage and Performance Reports for the previous month must be provided to the State by the fifth (5th) business day of the following month. Failure to provide reports by the fifth (5th) business day will incur penalties as indicated in Pro Forma Contract Attachment J (3)– Performance Requirements and Payment Reductions.

- (5) **Change Management.** The Contractor must propose change control processes and procedures for State review and approval. The Contractor is responsible for release management and shall implement changes and releases, as appropriate, according to approved change control processes.
- (6) **Business Continuity and Disaster Recovery.** Business Continuity and Disaster Recovery. Systems shall be configured with levels of redundancy so that typical component failures shall not disrupt service. The Contractor shall define, implement and exercise adequate business continuity and disaster recovery procedures.

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

- t. **Modifications and Enhancements.** At the request of the State, the Contractor shall modify and enhance IICS according to the Modification and Enhancement Request (MER) Process described herein.
 - (1) The State will request Modifications and Enhancements in writing to define the purpose and scope of the Modification or Enhancement. A Modification and Enhancement Request (MER) will include:
 - (i) Requestor name and role
 - (ii) Brief description

- (iii) Reason or justification
 - (iv) Requirements and specifications
 - (v) Request for a cost estimate, approximate time (hours) and resources necessary to complete the modification or enhancement
 - (vi) Requested or mandated delivery date
- (2) The Contractor shall prepare an Estimate for the MER. The Estimate shall include:
- (i) The Total Fixed Cost to deliver the Modification or Enhancement solely based on the Contractor's estimate of the total number of hours required to deliver the Modification or Enhancement per the payment rates specified in the Contract Section C.3.d, where the Total Fixed Cost represents the maximum amount the State will compensate the Contractor for the Modifications or Enhancements.
 - (ii) The estimated delivery date of the Modification or Enhancement.
 - (iii) The impact of delivering Modifications or Enhancements on IICS operations and activities.
- (3) The State, at its sole discretion, may accept or reject the Contractor's Estimate.
- (i) If the State agrees to the Contractor's Estimate, the State shall provide acceptance in writing, which authorizes the Contractor to begin work according to the MER.
 - (ii) If the State does not agree to the Contractor's Estimate, the State may:
 1. Elect not to proceed with the Modification or Enhancement;
 2. Negotiate the Estimate with the Contractor;
 3. Revise the MER
- (4) The Contractor shall modify IICS according to the MER, and shall thoroughly test the modifications
- (i) The Contractor shall prepare and provide to the State new or updated system and user documentation related to the Modification or Enhancement.
 - (ii) The Contractor shall work with the designated State project team member to coordinate with Edison and other support the contractors on any change that affects those systems.
- (5) The State will test the delivered Modification or Enhancement to ensure that:
- (i) The Modification or Enhancement completely provides the functions as required by the MER
 - (ii) The Modification or Enhancement has no deficiencies in documentation
 - (iii) The Modification or Enhancement has no defects in efficiency or performance.
- The State, at its sole discretion, will determine acceptance of the Modification or Enhancement, and will indicate its acceptance or non-acceptance to the Contractor in writing within ninety (90) days of implementation.
- The Contractor shall coordinate with the State to determine appropriate timing for implementation of any Modifications and Enhancements and in accordance with the State-approved Release Management Plan (see Contract Section A.4.c.(2)).
- u. Final Project: The Contractor shall create a Final Project Report using the State's Project Closure Report, summarizing project activities, lessons learned and recommended next steps. The Project Closure Report shall be submitted to the State Lead no later than fifteen (15) business days prior to the final sign-off of the final project implementation. The State will provide written acceptance of the Project Closure Report.
 - v. Change Orders. The State may, at its sole discretion and within written notice to the

Contractor, request changes in the Scope that are necessary but were inadvertently unspecified in this contract.

- (1) 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:
 - (i) The effect, if any, of implementing the requested change(s) on all other services required under this Contract;
 - (ii) The specific effort involved in completing the change(s);
 - (iii) The specific schedule for completing the change(s);
 - (iv) The maximum number of person hours required for the change(s); and
 - (v) 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 Contract Parties pertaining to the specified change(s) and shall be incorporated, hereby, as a part of this Contract.

- (2) 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.
- (3) 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.5. Service Deliverables.

#	Deliverable	Contract Section(s)	Delivery Date
1.	Kickoff Meeting Presentation	A.4.a	Within 30 days after the Contract Effective Date
2.	Start Up / Incoming Transition	A.4.b	Within 30 days after the Contract Effective Date
3.	Work Breakdown Structure and Project Schedule	A.4.c.(1).i.	Within 30 days after the Contract Effective Date
4.	Change Management Plan	A.4.c.(1).ii.	Within 30 days after the Contract Effective Date
5.	Communication Management Plan	A.4.c.(1).iii.	Within 30 days after the Contract Effective Date

#	Deliverable	Contract Section(s)	Delivery Date
6.	Resource Management Plan	A.4.c.(1).iv.	Within 30 days after the Contract Period Beginning Date
7.	Risk Management Plan	A.4.c.(1).v	Within 30 - 45 days after the Contract Period Beginning Date
8.	Issue Management Plan	A.4.c.(1).vi	Agreed upon date after the Contract Period Beginning Date
9.	Configuration Management Plan	A.4.c.(1).vii	Agreed upon date after the Contract Period Beginning Date
10.	Quality Management Plan	A.4.c.(1).viii	Agreed upon date after the Contract Period Beginning Date
11.	Release Management Plan	A.4.c.(2)	Agreed upon date after the Contract Period Beginning Date
12.	Weekly Status Report	A.4.c.(3)	One week after the Contract Effective Date and weekly thereafter.
13.	Monthly Progress Report	A.4.c.(4)	No later than the 5th business day of the month following the Contract Effective Date and monthly thereafter.
14.	Requirements Verification and Fit-Gap Analysis	A.4.d	As mutually agreed upon by the State and Contractor in accordance with the Project Schedule
15.	Application Design	A.4.e	As mutually agreed upon by the State and Contractor in accordance with the Project Schedule
16.	Interface Design	A.4.f	As mutually agreed upon by the State and Contractor in accordance with the Project Schedule
17.	Data Migration Plan	A.4.g	As mutually agreed upon by the State and Contractor in accordance with the Project Schedule
18.	Test Plan	A.4.h	As mutually agreed upon by the State and Contractor in accordance with the Project Schedule
19.	Defect Tracking Log	A.4.i	As mutually agreed upon by the State and Contractor in accordance with the Project Schedule

#	Deliverable	Contract Section(s)	Delivery Date
20.	Implementation Plan	A.4.j	As mutually agreed upon by the State and Contractor in accordance with the Project Schedule
21.	Operations Manual	A.4.k	As mutually agreed upon by the State and Contractor in accordance with the Project Schedule
22.	Backup and Recovery Plan	A.4.l	As mutually agreed upon by the State and Contractor in accordance with the Project Schedule
23.	Contingency of Operations Plan	A.4.m	As mutually agreed upon by the State and Contractor in accordance with the Project Schedule
24.	Construct Solution	A.4.n	As mutually agreed upon by the State and Contractor in accordance with the Project Schedule
25.	Conduct Testing	A.4.o	As mutually agreed upon by the State and Contractor in accordance with the Project Schedule
26.	Training	A.4.p	At least thirty (30) calendar days prior to the commencement of UAT
27.	User Acceptance Testing.	A.4.q	As mutually agreed upon by the State and Contractor in accordance with the Project Schedule
28.	Statewide Rollout	A.4.r	As mutually agreed upon by the State and Contractor in accordance with the Project Schedule
29.	Support and Maintenance Plan	A.4.s	No later than ninety (90) days after the Contract Period Start Date
30.	Quarterly Service Level Reports	A.4.s.(2)	Quarterly upon commencement of Support and Maintenance Plan
31.	Monthly System Usage and Performance Reports	A.4.s.(4)	Monthly upon commencement of Support and Maintenance Plan
32.	Modifications and Enhancements	A.4.t	As mutually agreed upon by the State and Contractor in accordance with the Project Schedule

#	Deliverable	Contract Section(s)	Delivery Date
33.	Final Project Report	A.4.u	No later than fifteen (15) business days prior to the Contract Period End Date

A.6. Terms of Warranty.

a. General Warranty Terms.

- (1) The warranty terms, conditions, and language within this contract supersede any warranty language provided by the Uniform Computer Information Transaction Act (UCITA).
- (2) The Contractor expressly warrants that the IICS System and any productions or services resulting from additional work and/or enhancements produced or provided by the Contractor to the State:
 - (i) as being compliant in all respects with the terms of the Contract or the additional work and/or enhancement requests,
 - (ii) as being free from errors, defects, deficiencies or deviations,
 - (iii) Will perform in such a manner as the Contract, additional work and/or enhancement requests require and intended and that the IICS System is otherwise consistent with industry standards.

b. Warranty Periods.

- (1) The warranty period(s) shall be three hundred sixty-five (365) days and shall apply to all software accepted by the State and shall apply to all products or services resulting from additional work and/or enhancements related to the software.
- (2) The warranty period(s) on the IICS System will begin on the date that the State approves, in writing, the Post-Implementation Assessment completed by the Contractor and the State at the end of the implementation process.
- (3) The warranty period(s) on any additional work and/or enhancements requests by the State subsequent to implementation will begin on the date that the State approves, in writing; the Post-Implementation Assessment completed by the Contractor and the State after the additional work and/or enhancement has been implemented. The warranty period for additional work and/or enhancements initiated during the final year of the contract shall run for the remaining term of the contract.
- (4) The warranty shall be applicable when State staff performs any function under direction of the Contractor during any turnover, training or maintenance periods required in the Contract.

c. Warranty Coverage.

- (1) The warranty encompasses any errors, defects, deficiencies or deviations (collectively "defects") discovered in any product or service and encompasses errors created in state data caused by such defects to the extent that such defects and resultant data errors are not the result of State supplied hardware or software, as reasonably determined by the State.
- (2) The warranty requires the correction by the Contractor of all products or services containing any errors, defects, deficiencies or deviations in State data caused by such. Correction is required, whether occurring in the original contract or resulting from an additional work or custom enhancement requested by the State, or that which is procured in any amendment to the Contract, or in any interfaces created, or

in all training manuals and system documentation provided by the Contractor.

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

d. Time Frames for Warranty Services.

- (1) The Contractor must promptly, at the direction of and within the time specified by the State, correct any defects and all IICS-related system errors, deficiencies and/or deviations and correct performance and/or operational delays.
- (2) The Contractor shall provide emergency maintenance services to correct code problems or any performance or operations problems related to the design or coding of the solution software, its function or interfaces on a twenty-four (24) hours, seven (7) days a week basis.
- (3) The Contractor shall provide toll-free telephone support between 7:00 A.M. and 7:00 P.M. Central Time Monday through Friday, with the exception of designated State holidays. In addition, the Contractor shall provide self-service and on-line frequently asked question (FAQ) style support at all times. The Contractor shall provide an email address for receiving support requests, with all emails acknowledged as received within 2 hours of being sent if sent before 3:00 P.M. Central Time or by 10:00 A.M. Central Time.
- (4) Products and services shall be either replaced, revised, repaired, or corrected within twenty-one (21) calendar days of written notification by the State of the errors, defects, deficiencies or deviations; provided, however, that if the continued use of a defective or deficient product or service would cause damage to the State system(s) or associated data, or would otherwise seriously impair, as determined by the State, the ability of users of the solution(s) to do their jobs or the functions for which the solution was established, then Contractor shall act to repair the defects immediately, unless an extension is otherwise granted in writing by the State.
- (5) The State will determine when any errors, defects, deficiencies, or deviations have been resolved.

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

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

f. Contract for Warranty Services.

- (1) The Contractor will be the initial contact point for all warranty notifications and support requests, regardless of the perceived source of the problem.
- (2) The Contractor may elect to have toll-free telephone or on-site warranty repair or support services performed by subcontracted personnel; however, if this is the case, the Contractor shall be responsible for coordinating the effort so that the use of any third-party support is transparent to the State and so that the State shall not have to deal directly with the subcontractor.
- (3) The State reserves the right to approve Subcontractors for warranty service and such subcontractor shall be approved in writing by the State. The above notwithstanding, the State reserves the right to contact subcontractors directly, if the State deems this to be in the best interest of the State.

g. Maintenance of Operations and Services during Warranty Work. The correction of errors, defects, deficiencies or deviations in work products and/or services shall not

detract from or interfere with software maintenance or operational tasks.

h. Problems Not Caused by Contractor Fault.

- (1) If Contractor personnel determine that the problem is not the fault of Contractor-provided software or hardware, the Contractor shall notify State support personnel immediately, along with documentation to support that the problem is not the fault of the Contractor.
- (2) If the State agrees the problem is due to software, hardware, or project management decisions that are the responsibility of the State, the State shall resolve the problem. However, in this case, if requested by the State, Contractor personnel shall remain on-site and/or dedicated to the problem to perform any required joint functions until the problem is resolved.

A.7. Upgrades and Enhancements.

- a. All upgrades and/or enhancements to the Solution will be made available to the State as soon as they are released to any of the Contractor's customers.
- b. The Contractor will coordinate with the State on the timing of the installation of the upgrades and/or enhancements.
- c. The Contractor will provide the State with full instructions regarding the steps necessary to install and test upgrades and/or enhancements.

A.8. Information Security Compliance.

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

http://www.tn.gov/assets/entities/finance/oir/attachments/PUBLIC-Enterprise-Information-Security-Policies-v2.0_1.pdf

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

The State may conduct audits of Contractor's compliance with the State's Enterprise Information Security Policy ("The Policy") or under this Contract, including those obligations imposed by Federal or State law, regulation or policy.

The State's or State's designee's right to conduct security audits is independent of any other auditor monitoring required by this Contract. The timing and frequency of such audits shall be at the State's discretion and may but not necessarily shall, be in response to a security incident.

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

Contractor shall provide reports or additional information upon request of the State and access by the State or the State's designated staff to Contractor's facilities and/or any location involved with providing services to the State or involved with processing or storing State data, and Contractor shall cooperate with State staff and audit requests submitted under this Section. Any confidential information of either party accessed or disclosed during the course of the security audit

shall be treated as set forth under this Contractor federal or state law or regulations. Each party shall bear its own expenses incurred in the course of conducting this security audit. Contractor shall at its own expense promptly rectify any non-compliance with the Policy or other requirements identified by this security audit and provide proof to the State thereof.

A.9. Secure Website.

- a. The Contractor shall host a secure project website for use by the Contractor and the State. The website landing page shall clearly indicate that IICS is a State of Tennessee program and shall display logos, title, text and banner regarding unauthorized use.
- b. The website content shall only be accessible to authorized users. The Contractor shall create user accounts and manages access in accordance with the requirements of this contract.
- c. In no event may data be downloaded, uploaded, stored, submitted or received by or through personally owned data devices that are not under the State of Tennessee Information Security policy.
- d. The website shall be updated as warranted by changes or developments and upon request by the State.

A.10. Security Certification, Accreditation, Audit.

- a. At the State's request, the Contractor shall provide proof of certification, accreditation, or audit on a yearly basis to the State to validate the hosting solution security. (Examples: SAS70, SSAE 16, SOC 2 / SOC 3, ISO27001/2.).
- b. The Contractor shall represent and warrant that the Software / Application / Network shall be free from all computer viruses, worms, time-outs, time bombs, back doors, disabling devices and other harmful or malicious code intended to or which may damage, disrupt, inconvenience or permit access to the Software user's or another's software, hardware, networks, data or information. If the Contractor is aware of any security incident, vulnerability or other malicious code within their software or network, the Contractor shall immediately disclose this information to the State via telephone and e-mail, as well as identify a timeline to mitigate and eliminate the risk.

A.11. Retention of Data. The Contractor shall maintain all data belonging to the State, in accordance with the requirements for data storage and retention found in this Contract, that this is in its possession through the term of the Contract.

A.12. Transfer of Data. The Contractor shall provide to the State all data belonging to the State that is in its possession within sixty days after the termination date of the Contract. The Contractor and the State shall determine a mutually agreeable format and process for transferring such data. This section does not relieve the Contractor from maintaining all records as required by the Contract.

A.13. 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 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 **DATE** ("Effective Date") and extend for a period of **sixty (60) months** after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed **Written Dollar Amount (\$Number)** ("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 shall 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:

Services Description	Amount (per compensable increment)
<p>Completion and State approval of the following deliverables:</p> <ul style="list-style-type: none"> • Kickoff Meeting Presentation as detailed in Contract Section-A.4.a • Start Up / Incoming Transition as detailed in Contract Section-A.4.b • Work Breakdown Structure and Project Schedule as detailed in Contract Section-A.4.c.(1).i. • Change Management Plan as detailed in Contract Section-A.4.c.(1).ii. • Communication Management Plan as detailed in Contract Section-A.4.c.(1).iii. • Resource Management Plan as detailed in Contract Section-A.4.c.(1).iv. • Risk Management Plan as detailed in Contract Section-A.4.c.(1).v • Issue Management Plan as detailed in Contract Section-A.4.c.(1).vi • Configuration Management Plan as detailed in Contract Section-A.4.c.(1).vii • Quality Management Plan as detailed in Contract Section-A.4.c.(1).viii • Release Management Plan as detailed in Contract Section-A.4.c.(2) • Implementation Plan as detailed in Contract Section-A.4.j • Backup and Recovery Plan as detailed in Contract Section-A.4.l • Contingency of Operations Plan as detailed in Contract Section-A.4.m • Support and Maintenance Plan as detailed in Contract Section-A.4.s 	<p>\$ [NUMBER]</p> <p>10% of the Total Cost for Implementation and State Approved Delivery</p>

Completion and State approval of the following deliverables: <ul style="list-style-type: none"> Requirements Verification and Fit-Gap Analysis as detailed in Contract Section-A.4.d Application Design as detailed in Contract Section-A.4.e Interface Design as detailed in Contract Section-A.4.f Data Migration Plan as detailed in Contract Section-A.4.g Test Plan as detailed in Contract Section-A.4.h Defect Tracking Log as detailed in Contract Section-A.4.i 	\$ [NUMBER] 20% of the Total Cost for Implementation and State Approved Delivery
Completion and State approval of the following deliverables: <ul style="list-style-type: none"> Construct Solution as detailed in Contract Section-A.4.n Conduct Testing as detailed in Contract Section-A.4.o 	\$ [NUMBER] 40% of the Total Cost for Implementation and State Approved Delivery
Completion and State approval of the following deliverables: <ul style="list-style-type: none"> Operations Manual as detailed in Contract Section-A.4.k Training as detailed in Contract Section-A.4.p User Acceptance Testing as detailed in Contract Section-A.4.q Statewide Rollout as detailed in Contract Section-A.4.r 	\$ [NUMBER] 20% of the Total Cost for Implementation and State Approved Delivery
Completion and State approval of the following deliverables: Final Project Report as detailed in Contract Section-A.4.u	\$ [NUMBER] 10% of the Total Cost for Implementation and State Approved Delivery
Total Implementation Amount	\$ [NUMBER]

- c. The Contractor shall be compensated for changes requested and performed pursuant to Contract Section A.4.v, without a formal amendment of this Contract based upon the payment rates detailed in the schedule below and as agreed pursuant to Section A.4.v, PROVIDED THAT compensation to the Contractor for such "change order" work shall not exceed **NUMBER NOT TO 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.3., through A.13.). 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 Orders – as detailed in Contract Section A.4.v.	\$ [NUMBER] per person hour

- d. No Modifications and Enhancement Request fees shall be accumulated or invoiced by the Contract until after Requirements Verification and Fit-Gap Analysis has been completed as outlined in Contract Section A.4.d. The Contractor shall be compensated for modifications

and enhancements requested and performed pursuant to Contract Section A.4.t without a formal amendment of this contract based upon the payment rates detailed in the Modifications and Enhancements Requests portion of Contract Section C.3.d below and as agreed pursuant to said Section A.4.t. PROVIDED THAT compensation to the Contractor for such "modifications and enhancement" work shall not exceed NOT TO EXCEED SEVEN PERCENT (7 %) of the sum of milestone payment rates detailed in Section C.3.d., above (which is the total cost for the milestones and associated deliverables set forth in Contract Sections A.3., through A.13.). If, at any point during the Contract period, the State determines the cost of necessary Professional Services would exceed the maximum liability, the State may amend this Contract to address the need.

Service Description	Amount (per compensable increment)
Modifications and Enhancement Requests – as detailed in Contract Section A.4.t.	\$ [NUMBER] per person hour

- e. No Support and Maintenance fees shall be accumulated or invoiced by the Contractor until IICS is deployed and active. Support and Maintenance fees for Contract Year One will be paid by the State based on the date of implementation. Support and Maintenance fees for all other contract years awarded under the Contract shall be invoiced by the Contractor in equal annual installments, provided the combined invoices do not exceed the maximum liability amount. Annual installments for all Support and Maintenance fees shall correspond with the State's fiscal year (July 1 to June 30).

Service Description	Amount (per compensable increment)
Support and Maintenance as detailed in Contract Section A.4.s.	\$ [NUMBER] per year

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

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

511 Union Street, Suite 600

Nashville, TN 37219

- 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: Administrative Office of the Courts, Fiscal Division;
 - (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 an "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. This contract will be approved by the Administrative Office of the Courts. 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 must be in writing and must 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:

Elizabeth Stafford
Sourcing Analyst
Central Procurement Office
Department of General Services
William R. Snodgrass TN Tower – 3rd Floor
312 Rosa L. Parks Ave., Nashville, TN 37243
Work: (615) 532-0764
Email: Elizabeth.Stafford@tn.gov

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 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, or if the Contractor materially violates any terms of this Contract ("Breach Condition"), the State shall provide written notice to the Contractor specifying the Breach Condition. If within thirty (30) days of notice, the Contractor has not cured the Breach Condition, the State may 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 of this Contract by the Contractor and the State may seek other remedies allowed a law or inequity 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. Equal Opportunity. During the performance of this Contract, the Contractor agrees as follows:
- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - (1) Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising;
 - (2) Layoff or termination;
 - (3) Rates of pay or other forms of compensation; and
 - (4) Selection for training, including apprenticeship.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - c. If the State approves any subcontract, the subcontract shall include paragraphs (a) and (b) above.
- D.11. 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 Pro Forma Attachment J (1), 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.12. 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.13. 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.14. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.15. 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.16. Independent Contractor. The Parties shall not act as employees, partners, joint ventures, 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.17. 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.18. 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.19. Limitation of Contractor's Liability. In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Maximum Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for intentional torts, criminal acts, fraudulent conduct, or omissions that result in personal injuries or death.
- D.20. 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.21. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations

regarding privacy (collectively the “Privacy Rules”). The obligations set forth in this Section shall survive the termination of this Contract.

- a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and shall comply with all applicable requirements in the course of this Contract.
 - b. Contractor warrants that it shall 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 shall 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 shall indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.
- D.22. 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.23. 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.24. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

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

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

- D.25. 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 shall 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 shall 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 shall 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 shall 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.26. State and Federal Compliance. The Contractor shall comply with all applicable state and federal laws and regulations in the performance of this Contract.
- D.27. 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.28. 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.29. 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.30. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.31. 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);
- c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
- d. the State solicitation, as may be amended, requesting responses in competition for this Contract;
- e. any technical specifications provided to proposers during the procurement process to award this Contract; and,
- f. The Contractor's response seeking this Contract.

- D.32 The Contractor shall carry adequate liability and other appropriate forms of insurance. The Contractor shall maintain, at minimum, the following insurance coverage:
- (1) Workers' Compensation/Employers' Liability (including all states coverage) with limit not less than the relevant statutory amount or one million dollars (\$1,000,000) per occurrence for employers' liability whichever is greater.
 - (2) Comprehensive Commercial General Liability (including personal injury property damage, premises/operations, independent contractor, contractual liability and completed operations/products) with a bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.
 - (3) Automobile Coverage (including owned, leased, hired, and non-owned vehicles) with a bodily injury/property damage combined single limits not less than one million dollars (\$1,000,000) per occurrence.
 - (4) Errors and Omission Coverage with a limit of not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) aggregate.
 - (5) Cyber-liability Coverage (including privacy breach response and networkassetprotection) with a limit of not less than five million dollars (\$5,000,000) aggregate. The State is to be notified immediately if 50% of the required insurance aggregate limit is encumbered. The Contractor's obligation to obtain the insurance does not waive or release the Contractor's liabilities or duties to indemnify under this Agreement.

- D.33 Right to Remove Individuals. The State shall have the right at any time to require that the Contractor remove from interaction with State any Contractor representative who the State believes is detrimental to its working relationship with the service provider. The State shall provide the Contractor with notice of its determination, and the reasons it requests the removal. If the State signifies that a potential security violation exists with respect to the request, the Contractor shall immediately remove such individual. The Contractor shall not assign the person to any aspect of the contract or future work orders without the State's consent.

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. 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.4 Ownership of Software and Work Products.

a. Definitions.

- (1) "Contractor-Owned Software," shall mean commercially available software the rights to which are owned by Contractor, including but not limited to commercial "off-the-shelf" software which is not developed using State's money or resources.
- (2) "Custom-Developed Application Software," shall mean customized application software developed by Contractor solely for State.
- (3) "Rights Transfer Application Software," shall mean any pre-existing application software owned by Contractor or a third party, provided to State and to which Contractor will grant and assign, or will facilitate the granting and assignment of, all rights, including the source code, to State.
- (4) "Third-Party Software," shall mean software not owned by the State or the Contractor.
- (5) "Work Product," shall mean all deliverables exclusive of hardware, such as software, software source code, documentation, planning, etc., that are created, designed, developed, or documented by the Contractor exclusively for the State during the course of the project using State's money or resources, including Custom-Developed Application Software. If the deliverables under this Contract include Rights Transfer Application Software, the definition of Work Product shall also include such software. Work Product shall not include Contractor-Owned Software or Third-Party Software.

b. Rights and Title to the Software

- (1) All right, title and interest in and to the Contractor-Owned Software shall at all times remain with Contractor, subject to any license granted under this Contract.
- (2) All right, title and interest in and to the Work Product, and to modifications thereof made by State, including without limitation all copyrights, patents, trade secrets and other intellectual property and other proprietary rights embodied by and arising out of the Work Product, shall belong to State. To the extent such rights do not automatically belong to State, Contractor hereby assigns, transfers, and conveys all right, title and interest in and to the Work Product, including without limitation the copyrights, patents, trade secrets, and other intellectual property rights arising out of or embodied by the Work Product. Contractor and its employees, agents, contractors or representatives shall execute any other documents that State or its counsel deem necessary or desirable to document this transfer or allow State to register its claims and rights to such intellectual property rights or enforce them against third parties.
- (3) All right, title and interest in and to the Third-Party Software shall at all times remain with the third party, subject to any license granted under this Contract.

c. The Contractor may use for its own purposes the general knowledge, skills, experience, ideas, concepts, know-how, and techniques obtained and used during the course of performing under this Contract. The Contractor may develop for itself, or for others, materials which are similar to or competitive with those that are produced under this Contract.

E.5 Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contract or's proposal responding to RFQ-30227-15002(Attachment B, #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 persons with a disability. Such reports shall be provided to the State of Tennessee

Governor's Office of Diversity Business Enterprise in form and substance as required by said office.

- E.6. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible personal property furnished by the State for the Contractor's use under this Contract. Upon termination of this Contract, all property furnished by the State shall be returned to the State in the same condition as when received, less reasonable wear and tear. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the fair market value of the property at the time of loss.
- E.7. 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.8. 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 sub recipients 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.9. Intellectual Property. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State concerning or arising out of any claim of an alleged patent, copyright, trade secret or other intellectual property infringement. In any such claim or action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any settlement or final judgment, and the Contractor shall be responsible for all legal or other fees or expenses incurred by the State arising from any such claim. The State shall give the Contractor notice of any such claim or suit and full right and opportunity to conduct the Contractor's own defense thereof, however, the failure of the State to give such notice shall only relieve Contractor of its obligations under this Section to the extent Contractor can demonstrate actual prejudice arising from the State's failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State of Tennessee in any legal matter, as provided in Tenn. Code Ann. § 8-6-106.
- E.10 Partial Takeover of Contract. The State may, at its convenience and without cause, exercise a partial takeover of any service that the Contractor is obligated to perform under this Contract,

including any service which is the subject of a subcontract between Contractor and a third party (a "Partial Takeover"). A Partial Takeover of this Contract by the State shall not be deemed a breach of contract. The Contractor shall be given at least thirty (30) days prior written notice of a Partial Takeover. The notice shall specify the areas of service the State will assume and the date the State will be assuming. The State's exercise of a Partial Takeover shall not alter the Contractor's other duties and responsibilities under this Contract. The State reserves the right to withhold from the Contractor any amounts the Contractor would have been paid but for the State's exercise of a Partial Takeover. The amounts shall be withheld effective as of the date the State exercises its right to a Partial Takeover. The State's exercise of its right to a Partial Takeover of this Contract shall not entitle the Contractor to any actual, general, special, incidental, consequential, or any other damages irrespective of any description or amount.

- E.11. Unencumbered Personnel. The Contractor shall not restrict its employees, agents, subcontractors or principals who perform services for the State under this Contract from performing the same or similar services for the State after the termination of this Contract, either as a State employee, an independent contractor, or an employee, agent, subcontractor or principal of another contractor with the State.
- E.12 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.

E.13. Survival. The terms, provisions, representations, and warranties contained in this Contract which by their sense and context are intended to survive the performance and termination of this Contract, shall so survive the completion of performance and termination of this Contract.

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME:

CONTRACTORSIGNATURE **DATE**

PRINTED NAME AND TITLE OF CONTRACTORSIGNATORY (above)

ADMINISTRATIVE OFFICE OF THE COURTS:

DEBORAH TAYLOR TATE, DIRECTOR **DATE**

ATTACHMENT J (1)

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

<p>If the attestation applies to more than one contract, modify this row accordingly.</p> <p>SUBJECT CONTRACT NUMBER:</p>	
<p>CONTRACTOR LEGAL ENTITY NAME:</p>	
<p>FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)</p>	

If the attestation applies to more than one contract, modify the following paragraph accordingly.

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

Pro Forma ATTACHMENT J (2)

(Fill out only by selected Contractor)

SAMPLE LETTER OF DIVERSITY COMMITMENT

(Company Letterhead/Logo)

(Address)

(Date)

(Salutation),

(Company Name) is committed to achieving or surpassing a goal of **(numeral)** percent spend with certified diversity business enterprise firms on State of Tennessee contract # **(Edison document #)**. Diversity businesses are defined as those that are owned by minority, women, small business and Tennessee service-disabled veterans which are certified by the Governor's Office of Diversity Business Enterprise (Go-DBE).

We confirm our commitment of **(percentage)** participation on the **(Contract)** by using the following diversity businesses:

- (i) Name and ownership characteristics (i.e., ethnicity, gender, Tennessee service-disabled veteran) of anticipated diversity subcontractors and suppliers:

- (ii) Participation estimates (expressed as a percent of the total contract value to be dedicated to diversity subcontractors and suppliers):

_____ %.

- (iii) Description of anticipated services to be performed by diversity subcontractors and suppliers:

We accept that our commitment to diversity advances the State's efforts to expand opportunity of diversity businesses to do business with the State as contractors and sub-contractors.

Further, we commit to:

1. Using applicable reporting tools that allow the State to track and report purchases from businesses owned by minority, women, Tennessee service-disabled veterans and small business.
2. Reporting quarterly to the Go-DBE office the dollars spent with certified diversity businesses owned by minority, women, Tennessee service-disabled veterans and small business accomplished under contract # **(Edison number)**.

(Company Name) is committed to working with the Go-DBE office to accomplish this goal.

Regards,

(Company authority – signature and title)

ATTACHMENT J (3)

Performance Requirements and Payment Reductions

Performance Standard		Applicable Penalty for Failure to Meet Standard	
1	Within one (1) hour from the time a Severity Level 1 problem is reported to the Contractor, the Contractor shall assign dedicated resources as required to solve the problem. (Reference Section A.4.s.(2))	Five Hundred Dollars(\$500.00)	Per incident > 1 hour
2	Within four (4) hours from the time a Severity Level 2 problem is reported to the Contractor, the Contractor shall assign dedicated resources as required to solve the problem. (Reference Section A.4.s.(2))	One Hundred Dollars(\$100.00)	Per incident > 4 hours
3	Within 24 hours from the time a Severity Level 3 problem is reported to the Contractor, the Contractor shall assign resources to solve the problem within a mutually agreed upon timeframe. (Reference Section A.4.s.(2))	One Hundred Dollars(\$100.00)	Per incident > 1 day
4	Provide Quarterly Service Level reports by the 10th business day of the following quarter. (Reference Section A.4.s.(2))	One Hundred Dollars(\$100.00)	Per calendar day after failure to supply
5	Provide Monthly System Usage and Performance Reports by the 5th business day of the following month. (Reference Section A.4.s.(4))	One Hundred Dollars(\$100.00)	Per calendar day after failure to supply
6	The Approval and Completion of Change Orders specific to the scope of services of this Contract (Reference A.4.v.)	One Hundred Dollars(\$100.00)	Within ten (10) business days after receipt of written Change Order request from the State

7	Provide Work Breakdown Structure and Project Schedule within 30 calendar days of the Contract Period Beginning Date. (Reference Section A.4.c(1).i)	One Hundred Dollars(\$100.00)	Per calendar day after failure to supply
8	Provide Weekly Project Status Reports by the first business day of the week. (Reference Section A.4.c(3))	One Hundred Dollars(\$100.00)	Per calendar day after failure to supply