



**STATE OF TENNESSEE
CENTRAL PROCUREMENT OFFICE**

**REQUEST FOR QUALIFICATIONS
FOR
Online Voter Registration Website**

RFQ # 30501-01617

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1. INTRODUCTION

The State of Tennessee, Secretary of State's 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 Tennessee Secretary of State's Office (SOS) seeks to procure services to develop an online voter registration (OVR) system that will allow Tennessee citizens to submit an online voter registration application.

The Tennessee General Assembly has mandated that beginning July 1, 2017; Tennessee voters must be able to submit an online voter registration application. The online application will need to collect all information necessary to establish an applicant's eligibility to vote, pursuant to § 2-2-104, which includes the information required for the uniform statewide voter registration application pursuant to § 2-2-116; and (3) Swear or affirm to the oath required pursuant to § 2-2-116. The system shall compare identifying information submitted by the applicant with records maintained by the Tennessee Department of Safety and Homeland Security, for the purpose of obtaining the applicant's digital signature. If the online voter registration system identifies a matching record for the applicant with the Tennessee Department of Safety and Homeland Security, then the applicant may complete the online voter registration form as prescribed by the Coordinator of Elections and electronically submit the form.

1.1.1. RFQ Number # 30501-01617

1.2. Pre-Response Conference

No pre-response conference will be held. Written questions and comments will be addressed per RFQ § 2, Schedule of Events.

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
AES	Advanced Encryption Standard
API	Application Program Interface
CAPTCHA	A program that protects websites against bots by generating and grading tests that humans can pass but current computer programs cannot.
CIA	Central Intelligence Agency

CSV	Comma Separated Values
DEPT	Department
DHS	Department of Homeland Security
DLN	Driver's License Number
DOD	Department of Defense
DOJ	Department of Justice
ETL	Extract, Transform, Load
HTTPS	Hyper Text Transfer Protocol Secure
IDS	Intrusion Detection System
NSA	National Security Agency
Online System	A System that has a publicly available, Internet facing user interface
OVR	Online Voter Registration
PII	Personally identifiable information (PII), or sensitive personal information
REST	Representational State Transfer
SOAP	Simple Object Access Protocol
SOS	Secretary of State
SOSIS	Secretary of State Information Systems
SSL	Secure Sockets Layer – A standard security technology for encrypting communication between a browser and a web server
SSN	Social Security Number
STS	Strategic Technology Solutions – The State of Tennessee's Central Information Services Agency
TBI	Tennessee Bureau of Investigation
TN	Tennessee
VPN	Virtual Private Network

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.

EVENT		TIME (Central Time Zone)	DATE (all dates are State business days)
1.	RFQ Issued		November 1, 2016
2.	Disability Accommodation Request Deadline	2:00 p.m.	November 4, 2016
3.	Notice of Intent to Respond Deadline	2:00 p.m.	November 7, 2016
4.	Written "Questions & Comments" Deadline	2:00 p.m.	November 11, 2016
5.	State response to written "Questions & Comments"		November 22, 2016
6.	RFQ Technical Response Deadline	2:00 p.m.	December 1, 2016
7.	State Schedules respondent Oral Presentations (ONLY Respondents who pass Mandatory Requirements)		December 8, 2016
8.	Respondent Oral Presentations	8:00 a.m. - 4:30 p.m.	December 15th and 16th, 2016
9.	State Notice of Qualified Respondents Released		December 22, 2016
10.	RFQ Cost Proposal Deadline (ONLY for Qualified Respondents)	2:00 p.m.	January 4, 2017
11.	State Evaluation Notice Released		January 11, 2017
12.	Solicitation Files Opened for Public Inspection		January 12, 2017
13.	Respondent Contract Signature Deadline	2:00 p.m.	January 27, 2017
14.	Anticipated Contract Start Date (anticipated date for contract to be fully executed and vendor to begin work)		February 17, 2017

RESPONSE REQUIREMENTS

2.1. **Response Contents:** A response to this RFQ should address the following:

2.1.1. 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).

2.1.2. 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.

- 2.1.3. 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 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.
- 2.1.4. Requirements Matrix:** This section is also included in the State's evaluation of Phase II of the Technical Response Evaluation and details system requirements that must be demonstrated in the response to this RFQ. A Respondent must duplicate and use RFQ Attachment D (Pro Forma Contract Attachment 2 – Requirements Matrix) as guides to organize responses for this portion of the RFQ response.
- 2.1.5. Oral Presentation:** This section is part of the State's evaluation of Phase III of the Technical Response Evaluation and details the items that must be demonstrated within the proposed system, as well as questions the vendor must answer after the demonstration as part of the response to this RFQ. A respondent must use RFQ Attachment F as a guide to organize responses for this portion o
- 2.1.6.** the RFQ Response.
- 2.1.7. Cost Proposal: *For Qualified Respondents only***
- 2.1.7.1. This section only applies to those respondents identified as being Qualified. See RFQ § 2, Schedule of Events, "State Notice of Qualified Respondents Released."
- 2.1.7.2. If included as part of this solicitation, then the Cost Proposal must be recorded on an exact duplicate of RFQ Attachment G, Cost Proposal & Evaluation Guide. Any response that does not follow the instructions included in RFQ Attachment G may be deemed nonresponsive.
- 2.1.7.3. A Respondent must only record the proposed cost exactly as required by the RFQ Attachment G, Cost Proposal & Evaluation Guide and must NOT record any other rates, amounts, or information.
- 2.1.7.4. The proposed cost shall incorporate ALL costs for services under the contract for the total contract period.
- 2.1.7.5. A Respondent must sign and date the Cost Proposal.
- 2.1.7.6. A Respondent must submit the Cost Proposal to the State in a sealed package separate from the Technical Response.

2.2. **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:

Amanda Sparks
 Secretary of State, Division of Information Systems
 312 Rosa L. Parks Ave
 7th Floor, William R. Snodgrass Tennessee Tower
 Nashville, TN 37243
 Telephone # (615) 253-4013
 Email: amanda.sparks@tn.gov

2.3. **Response Format**

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

2.3.2.1. Technical Response

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

“RFQ #30501-01617 TECHNICAL RESPONSE ORIGINAL”

and five (5) 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 #30501-01617 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.

2.3.2.2. Cost Proposal: *For Qualified Respondents only*

One (1) original Cost Proposal paper document labeled:

“RFQ #30501-01617 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 #30501-01617 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.

2.4. Response Prohibitions: A response to this RFQ shall not:

- 2.4.1.** Restrict the rights of the State or otherwise qualify the response to this RFQ;
- 2.4.2.** Include, for consideration in this procurement process or subsequent contract negotiations, incorrect information that the Respondent knew or should have known was materially incorrect;
- 2.4.3.** Include more than one response, per Respondent, to this RFQ;
- 2.4.4.** Include any information concerning costs (in specific dollars or numbers) associated with the Technical Response;
- 2.4.5.** Include the respondent’s own contract terms and conditions (unless specifically requested by the RFQ); or
- 2.4.6.** 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.

2.5. 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.).

2.6. 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.

2.7. 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.

3. GENERAL INFORMATION & REQUIREMENTS

3.1. Communications

- 3.1.1.** Respondents shall reference RFQ #30501-01617 in all communications relating to this solicitation, and direct any such communications to the following person designated as the Solicitation Coordinator:

Amanda Sparks
 Secretary of State, Division of Information Systems
 312 Rosa L. Parks Ave
 7th Floor, William R. Snodgrass Tennessee Tower
 Nashville, TN 37243
 Telephone # (615) 253-4013
 Email: amanda.sparks@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.).

- 3.1.2.** 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.
- 3.1.3. Unauthorized contact about this RFQ with other employees or officials of the State of Tennessee may result in disqualification from contract award consideration.**
- 3.1.4.** 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:
- Jennifer Garrison, Human Resources Director
 Tennessee Department of State
 William R. Snodgrass Tennessee Tower
 312 Rosa. L. Parks Ave., 7th floor
 Nashville, TN 37243
 Phone: (615) 741-7411
 Email: Jennifer.Garrison@tn.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 K, *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 RFP 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 Evaluation:

The State will evaluate the Mandatory Requirements set forth in RFQ Attachment A and RFQ Attachment D Part 1 (Pro Forma Contract Attachment 2: Requirements Matrix) – OVR Mandatory Requirements tab items on a pass/fail basis. A vendor must pass every item to be advanced to Phase II Evaluation.

Phase II Evaluation:

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 Part 2 (Pro Forma Contract Attachment 2 – Requirements Matrix), and E.

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 to determine which of the Respondents are considered Qualified and within the competitive range.

The State will invite the Respondents with the three (3) highest average scores from Phase II Evaluations to provide an oral presentation to the State.

- 5.2.1. The Respondents with the three (3) highest scores from Phase II will provide an oral presentation to the State. These presentations will be scored by Evaluation Team members according to the Technical Response & Evaluation Guide (See RFQ Attachment F).
- 5.2.1.1. The oral presentations are mandatory. 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 contract Respondents with the relevant information as indicated by RFQ Section 2, Schedule of Events.
- 5.2.1.2. Respondent presentations are only open to the invited Respondent, Proposal Evaluation Team members, the Solicitation Coordinator, and any technical consultants who are selected by the State to provide assistance to the Proposal Evaluation Team.
- 5.2.1.3. 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 the RFQ Attachment F, Oral Presentation. Respondent pricing shall not be discussed during oral presentations. Evaluators may adjust Respondents' Technical Response scores based on Oral Presentations.

- 5.2.1.4. The State will maintain an accurate record of each Respondent's oral presentation session. The record of the Respondent's oral presentation shall be available for review when the State opens the procurement files for public inspection.
- 5.2.1.5. Proposal Evaluation Team members will independently evaluate each oral presentation in accordance with the Technical Response & Evaluation Guide (See RFQ Attachment F).
- 5.2.1.6. The Solicitation Coordinator will calculate and document the average of the Proposal Evaluation Team member scores for Technical Response & Evaluation Guide (RFQ Attachment F), and record that number as the score for Respondent's Technical Response section.

5.3. Cost Proposals: Only Qualified Respondents that are responsive, 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 G, Cost Proposal & Evaluation Guide.

5.4. 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.

5.4.1. 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.

5.4.2. 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

5.4.2.1. 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.

5.4.2.2. 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.

5.5. 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, Experience, Technical Qualifications, Experience & Approach (refer to RFQ Attachment B)	10
Technical Qualifications, Experience & Approach (refer to RFQ Attachment C)	30
Oral Presentation (refer to RFQ Attachment F)	30
Cost Proposal (refer to RFQ Attachment G)	30

5.6. Contract Award

- 5.6.1. 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.
- 5.6.2. The contracting agency head, or the agency head's designee, will determine the apparent best-evaluated response. (To effect 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 and the Comptroller of the Treasury.)
- 5.6.3. The State reserves the right to make an award without further discussion of any response.
- 5.6.4. 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.

- 5.6.5. 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 K, 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.
- 5.6.6. 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.
- 5.6.7. 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 H) 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 (e.g., employment by the State of Tennessee) and, if so, the nature of that conflict. NOTE: Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to cancel any award.	
	A.3.	Provide a current bank reference indicating that the Respondent's business relationship with the financial institution is in positive standing. Such reference must be written in the form of a standard business letter, signed, and dated within the past three (3) months.	
	A.4.	Provide two current positive credit references from vendors with which the Respondent has done business written in the form of standard business letters, signed, and dated within the past three (3) months.	
	A.5.	Provide an official document or letter from an accredited credit bureau, verified and dated within the last three (3) months and indicating a positive credit rating for the Respondent (NOTE: A credit bureau report	

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		number without the full report is insufficient and will <u>not</u> be considered responsive.)	
	A. 6.	<p>Provide documentation disclosing the amount of cash flows from operating activities for the Respondent's most current operating period. Said documentation must indicate whether the cash flows are positive or negative, and, if the cash flows are negative for the most recent operating period, the documentation must include a detailed explanation of the factors contributing to the negative cash flows.</p> <p>NOTICE: 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.</p>	
	A.7.	Please refer to and complete Part 1 of RFQ Attachment D, (Pro Forma Attachment 2 – Requirements Matrix). The Passing or Failing score from Part 1 of the RFQ Attachment D, (Pro Forma Attachment 2 – Requirements Matrix) will be used to determine the Pass/Fail score for this Item.	
<p><i>State Use – RFQ Coordinator Signature, Printed Name & Date:</i></p>			

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.
		Provide a statement of whether there is any pending or in progress Securities Exchange Commission investigations involving the Respondent. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
	B.10.	<p>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) Business Strategy. 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) Business Relationships. 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) Estimated Participation. Provide an estimated level of participation by business enterprises owned by minorities, women, Tennessee service-disabled veterans, and small business enterprises if a contract is awarded to the Respondent pursuant to this RFP. Please include the following information:</p> <p>(i) a percentage (%) indicating the participation estimate. (Express the estimated participation number as a percentage of the total estimated contract value that will be dedicated to business with subcontractors and supply contractors having such</p>

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<p>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=9810 for more information.</p> <p>(d) <u>Workforce</u>. Provide the percentage of the Respondent's total current employees by ethnicity and gender.</p> <p>NOTE: Respondents that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and subcontractors. Response evaluations will recognize the positive qualifications and experience of a Respondent that does business with enterprises owned by minorities, women, Tennessee service-disabled veterans and small business enterprises and who offer a diverse workforce.</p>
	B.16.	<p>Provide a statement of whether or not the Respondent has any current contracts with the State of Tennessee or has completed any contracts with the State of Tennessee within the previous five-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; and ▪ 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 I. 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> <p>(a) Add the Respondent's name to the standard reference questionnaire at Attachment I, and make a copy for each reference.</p>

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<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 no 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> <ul style="list-style-type: none"> (a) is presently debarred, suspended, proposed for debarment, or voluntarily excluded from covered transactions by any federal or state department or agency; (b) has within the past three (3) years, been convicted of, or had a civil judgment rendered against the contracting party from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (c) is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed above; and <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 K, <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 K, <i>pro forma</i> contract, all</p>

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		suggested alternative or supplemental contract language. Do not include any exceptions or changes that (1) contradict a Federal requirement or a Mandatory Requirement, or (2) push back any deadlines.
SCORE (for all Section B— Qualifications & Experience Items above): (maximum possible score = 10)		
<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.		5	
	C.2.	Provide a narrative that illustrates how the Respondent will complete the delivery of goods or scope of services, accomplish required objectives, and meet the State's project schedule.		5	
	C.3.	Provide a narrative that illustrates how the Respondent will manage the project, ensure delivery of specified goods or completion of the scope of services, and accomplish required objectives within the State's project schedule.		5	
	C.4	Describe projects in which your company successfully completed and implemented an Internet facing voter registration system or a similar Internet facing system that collects Personally Identifiable Information such as Social Security Numbers. For each project, describe: <ul style="list-style-type: none"> • Client Name • Project/System Name • Brief description of the project • Interfaces with other applications or organizations • Date Implemented 		10	

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	C.5.	Provide a narrative that illustrates the Respondent's understanding of the Online Voter Registration (OVR) Website that will be developed by the Respondent for the State, as referenced in RFQ Attachment D (Pro Forma Contract Attachment 2 – Requirements Matrix), Item GR1.		5	
	C.6.	Provide a narrative that describes the development methodology that the Respondent will use for implementing the Online Voter Registration Application. (Example: Agile, Waterfall, or Other)		5	
	C.7.	Provide a narrative that describes the development language(s) and technology that the Respondent will use to design the OVR System.		5	
	C.8.	Provide a narrative that describes how the Respondent will ensure that the system meets the highest level of security possible so as to prevent a data security breach.		10	
	C.9	<p>Has the Respondent ever been responsible for a system, website, web service, database, or other interface that has been compromised in a data security breach? If Yes, please detail:</p> <ul style="list-style-type: none"> A. A description of the system(s) B. Dates of security breach C. The type of security breach D. The type and amount of data that was accessed or lost E. How did you respond to and mitigate the data loss? F. Did you implement controls to prevent any further data security incidents? If yes, describe them. G. Any lessons learned? 		10	

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	C.10.	Provide a narrative that describes how the Respondent will protect data that is classified as PII (Personally Identifiable Information), including describing the methods and types of encryption to be used.		10	
	C.11.	Provide a narrative that illustrates the Respondent's understanding of the requirement for any contractor staff having access to any State data containing PII being willing and able to pass a TBI background check, or other background check to be selected by the State. See RFQ Attachment D (Pro Forma Contract Attachment 2 – Requirements Matrix), Item TS21		10	
	C.12.	Do any of the Respondent's team members that will be working on this project currently have an active security clearance issued by another government agency such as the Department of Defense (DoD), the Department of Homeland Security (DHS), the Department of Justice (DoJ), the National Security Agency (NSA), or the Central Intelligence Agency (CIA)? If yes, list the type of Security clearance.		5	
	C.13.	Provide a narrative that describes how the Respondent will validate data to ensure it conforms to the correct type of data for a specific field, that it is sanitized, and to ensure that the data does not contain malicious code that could compromise system or data security. Please describe both client-side and server side validation methodologies.		10	
	C.14.	Provide a narrative that illustrates the Respondent's understanding of "Web Accessibility" guidelines in relation to Section 508 of the Rehabilitation Act of 1973 as amended. See RFQ Attachment D (Pro Forma Contract Attachment 2 – Requirements Matrix), Item GR2.		10	
	C.15.	Provide a narrative that describes any experience the respondent has with implementing websites that meet "Web Accessibility" guidelines in relation to Section 508 of the Rehabilitation Act of 1973 as amended. See RFQ Attachment D (Pro Forma Contract Attachment 2 – Requirements Matrix), Item GR2.		10	

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	C.16.	Provide a narrative that describes how the Respondent plans to ensure the Online Voter Registration Website will be able to adapt to different screen sizes to allow a user to complete the application from a desktop, tablet, or cell phone. See RFQ Attachment D (Pro Forma Contract Attachment 2 – Requirements Matrix), Item W3.		10	
	C.17.	Provide a narrative that describes how the Respondent plans to implement CAPTCHA on the OVR Website. Describe the type of CAPTCHA, how it works, and how it implements options for users who are visually impaired. See RFQ Attachment D (Pro Forma Contract Attachment 2 – Requirements Matrix), Item W4.		10	
	C.18.	Provide a narrative that illustrates the Respondent's understanding of the requirement to design the OVR website to adhere to the desired flow and contain the elements as described in Attachment E. Technical Response & Evaluation Guide – Screen Design Wireframe Layout. Also see RFQ Attachment D (Pro Forma Contract Attachment 2 – Requirements Matrix), Item W7.		5	
	C.19.	Provide a narrative that describes how the Respondent plans to validate and standardize the format of the user's Residential Address and to ensure the Address, City, and Zip code exist and are matched up to the correct County. See RFQ Attachment D (Pro Forma Contract Attachment 2 – Requirements Matrix), Item W12.		10	
	C.20	Provide a narrative that describes how the Respondent will ensure that the user will not be able to submit the same Online Voter Registration Application multiple times. See RFQ Attachment D (Pro Forma Contract Attachment 2 – Requirements Matrix), Item W53.		5	
	C.21	Provide a narrative that illustrates the Respondent's experience in working with and developing Web Service Application programming Interfaces (API's). Include a description of Web Services that the respondent has developed or has interfaced with in the past.		5	

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	C.22.	Provide a narrative that illustrates the Respondent's understanding of the Digital Signature Web Service that will be developed by the Respondent for the State, as referenced in RFQ Attachment D (Pro Forma Contract Attachment 2 – Requirements Matrix), Item GR3.		5	
	C.23.	Please indicate the type of Web Service Protocol the Respondent plans to use for the Digital Signature Web Service, as referenced in RFQ Attachment D (Pro Forma Contract Attachment 2 – Requirements Matrix), Item GR3.		5	
	C.24.	Provide a narrative that illustrates the Respondent's understanding of the requirement to develop a Database for the Online Voter Registration System, as referenced in RFQ Attachment D (Pro Forma Contract Attachment 2 – Requirements Matrix), Item GR4.		5	
	C.25.	Provide a narrative that illustrates the Respondent's understanding of the requirement to develop Extract, Transform, Load (ETL) processes for the Online Voter Registration System, as referenced in RFQ Attachment D (Pro Forma Contract Attachment 2 – Requirements Matrix), Item GR5.		5	
	C.26.	Provide a narrative that illustrates the Respondent's understanding of the requirement to develop functionality to allow State staff to perform Administrative Tasks for the Online Voter Registration System, as referenced in RFQ Attachment D (Pro Forma Contract Attachment 2 – Requirements Matrix), Item GR6.		5	
	C.27.	Provide a narrative that describes how the respondent will ensure the Online Voter Registration System is thoroughly tested, as referenced in RFQ Attachment D (Pro Forma Contract Attachment 2 – Requirements Matrix), Item GR7.		10	
	C.28.	Provide a narrative that describes how the respondent will handle bug reporting and bug tracking when software errors are found.		10	
	C.29.	Provide a narrative that illustrates the Respondent's understanding of the Support and Maintenance requirements, as referenced in RFQ Attachment D (Pro Forma Contract Attachment 2 – Requirements Matrix),		5	

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
		Item GR8.			
<i>The Solicitation Coordinator will use this sum and the formula below to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.</i>					Total Raw Weighted Score: <i>(sum of Raw Weighted Scores above)</i>
$\frac{\text{Total Raw Weighted Score}}{\text{Maximum Possible Raw Weighted Score}} \times 30 = \text{SCORE:}$ <i>(i.e., 5 x the sum of item weights above)</i> <i>(maximum possible score)</i>					
<i>State Use – Evaluator Identification:</i>					
<i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i>					

SECTION D: OVR Mandatory Requirements Matrix.

Please see the separate Excel Spreadsheet Attachment D to address individual mandatory requirements of the Online Voter Registration System.

Please note the two tabs on the spreadsheet: Instructions and OVR Mandatory Requirements.

Part 1:

The Mandatory Requirements listed on the OVR Mandatory Requirements tab will be used to determine the Pass/Fail score for Item A.7. in RFQ Attachment A, Mandatory Requirements. Please refer to the OVR Mandatory Requirements tab, and provide a **Yes** or **No** response for **Part 1: Mandatory Requirements Response** column.

(**Yes** = Can meet or **No** = Cannot meet)

Some of the requirements in **Section A: Accessibility** of the OVR Mandatory Requirements tab may not apply to the OVR Website solution being proposed because the solution will not utilize the type of element or technology referenced by the requirement. The State has identified those requirements that may not apply to some solutions. For these items, the State will allow a response of "**NA**" (Not Applicable).

The contractor must answer "**Yes**" or "**NA**" (to requirements that allow "**NA**") to all items on the OVR Mandatory Requirements tab in order to receive a Passing score for Part 1. If the respondent answers "**No**" to any requirement, or answers "**NA**" where it is not allowed, the Respondent will receive a final score of "Fail" for the Part 1 score. The score for Part 1 will be used to determine your pass or fail score for item A.7. in RFQ Attachment A, Mandatory Requirements Items

Part 2:

The State may require an additional response to some of the requirements listed on the OVR Mandatory Requirements tab. The State has requested these additional response Items as part of the Section C— Technical Qualifications, Experience & Approach Items evaluation. While completing the Section C— Technical Qualifications, Experience & Approach Items, the Contractor will need to refer back to the referenced Mandatory Requirement.

SECTION E: Screen Design Wireframe Layout.

Please see the separate Attachment E, Screen Design Wireframe Layout. This attachment is referenced by Item W7 in **Attachment D: OVR Requirements Matrix, Section W: OVR Website Requirements.**

The Respondent will need to refer to the **Screen Design Wireframe Layout** in order to respond to the W7 Requirement.

ATTACHMENT F: TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION F: ORAL PRESENTATION. The State will invite the Respondents with the three (3) highest average scores from Phase II to provide an oral presentation to the State. The Respondent must address ALL Oral Presentation Items (below). The Oral Presentation Period shall not exceed three (3) hours.

The Evaluation Team, made up of three (3) 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:			
Oral Presentation Items	Item Score	Evaluation Factor	Raw Weighted Score
F.1. Introduction of Project Team. Provide a short introduction of team members who are present during the oral presentation. Describe their project role and past experience. Also discuss any members of the team who are not present, and discuss their roles and experience as well.		5	
F.2. Project Planning. Discuss the Respondent's understanding of the implementation deadline of July 1, 2017. Discuss how the Respondent plans to ensure delivery of all Phase I requirements prior to, or on this date.		5	
F.3. Description of Prior Projects. Discuss up to three (3) projects in which your company successfully completed and implemented another Online Voter Registration System, or a similar Internet facing system.		5	
F.4. Proposed Solution Presentation. Deliver a presentation where the Respondent will discuss the proposed solution, present any design mockups or other components that the Respondent has already developed for the proposed system.		10	
F.5. System Demonstration. Demonstrate one system that the Respondent has previously implemented that is similar to the proposed system. The system demonstrated must be another Online Voter Registration System, or a similar Internet facing system		5	
F.6. System Security. Discuss the Respondent's plan for ensuring the system meets a high level of security and how the Respondent will ensure that data classified as PII (Personally Identifiable Information) is protected against a		10	

RESPONDENT LEGAL ENTITY NAME:			
Oral Presentation Items	Item Score	Evaluation Factor	Raw Weighted Score
data security breach. Describe any types and methods of encryption to be used. Discuss any other security recommendations the Respondent has for the system.			
F.7. Data Security Breach. Discuss any instances where the Respondent ever been responsible for a system, website, web service, database, or other interface that has been compromised in a data security breach.		10	
F.9. Section 508 Web Accessibility Guidelines. Discuss any experience the respondent has with implementing websites that meets Section 508 Web Accessibility guidelines.		10	
F.10. Testing. Discuss the Respondent’s plan for thoroughly testing the Online Voter Registration System prior to implementation.		10	
F.11. Customer Support. Discuss how the respondent handles Customer support issues. Include details on the process from call-in and ticket creation all the way through issue resolution.		10	
<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 30 <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>			

Cost Proposal & Evaluation Guide
For Qualified Respondents Only

Cost Proposals/Negotiations will only be requested of Qualified Respondents in the competitive range. This is a place holder for the document that will be issued to Qualified Respondents at that part of the procurement process.

RFP ATTACHMENT G.

COST PROPOSAL & SCORING GUIDE

NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED

COST PROPOSAL SCHEDULE— The Cost Proposal, detailed below, shall indicate the proposed price for goods or services defined in the Scope of Services of the RFQ Attachment K, *Pro Forma* Contract and for the entire contract period. The Cost Proposal shall remain valid for at least one hundred twenty (120) days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract resulting from this 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 cost item is for evaluation purposes only. The evaluation factors do NOT and should NOT be construed as any type of volume guarantee or minimum purchase quantity. The evaluation factors shall NOT create rights, interests, or claims of entitlement in the Respondent.

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

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

RESPONDENT SIGNATURE:			
PRINTED NAME & TITLE:			
DATE:			
RESPONDENT LEGAL ENTITY NAME:			
Cost Item Description	Proposed Cost	State Use Only	
		Evaluation Factor	Evaluation Cost (cost x factor)
Completion and State Approval of System Implementation Phase I	\$ Number	1	
Completion and State Approval of System Implementation Phase II	\$ Number	1	
Technical Support and Maintenance	\$ Number per Year	5	
Third Party API Subscription Fees, if any	\$ Number per Year	5	
SYSTEM ENHANCEMENTS	\$ Number per Hour	1	
EVALUATION COST AMOUNT (sum of evaluation costs above):			

RESPONDENT LEGAL ENTITY NAME:			
Cost Item Description	Proposed Cost	State Use Only	
		Evaluation Factor	Evaluation Cost (cost x factor)
The Solicitation Coordinator will use this sum and the formula below to calculate the Cost Proposal Score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.			
$\frac{\text{lowest evaluation cost amount from all proposals}}{\text{evaluation cost amount being evaluated}} \times 30$		(maximum section score)	= SCORE:
<i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i>			

ATTACHMENT H**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:

ATTACHM

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 # 30501-01617 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?

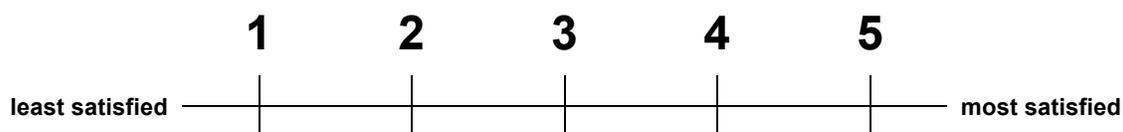
Please respond by circling the appropriate number on the scale below.

	1	2	3	4	5	
least satisfied						most satisfied

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.



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?**

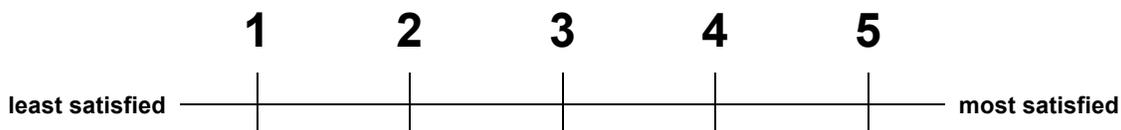
Please respond by circling the appropriate number on the scale below.



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.



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 J: Process Flow Diagram.

Please see the separate Attachment J, Process Flow Diagram.

This Flow diagram is how the State currently anticipates that the system would function. This attachment is included in the RFQ for the benefit of Respondent. It is not referenced by any of the Technical Response & Evaluation Guide Items, but may enable the Respondent have a better understanding of our anticipated design which may enable them to better respond to the RFQ Items.

ATTACHMENT K

RFQ # 30501-01617 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,
Tennessee Secretary of State
AND
CONTRACTOR NAME

This Contract, by and between the State of Tennessee, Tennessee Secretary of State (“State”) and **Contractor Legal Entity Name** (“Contractor”), is for the provision of **an Online Voter Registration System**, 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. Service Definitions.

API - An application programming interface (API) is a particular set of rules ('code') and specifications that software programs can follow to communicate with each other.

CSV (File) – A Comma Separated Values file, is a file used to store tabular data. Each line of the file is a data record. Each record consists of one or more fields, separated by commas.

ETL Process – An Extract, Transform, and Load Process is a process that extracts data from a data source, transforms it as needed, and loads it to a data source.

Online System - A System that has a publicly available, Internet facing user interface

OVR – Online Voter Registration

PII – Personally Identifiable Information

SB1626 – Senate Bill 1626 – The Bill that was enacted that requires the State Coordinator of Elections to establish a website that permits Online Voter Registration.

SOS – Secretary of State

State – The Tennessee Secretary of State’s Office

Website User – A person who is filling out the online voter application on the Online Voter Registration Website.

A.3. Service Goals. The goal is to develop an Online Voter Registration Website solution that provides all the products and services as listed in the contract.

A.4. Service Recipients. The recipients of the Online Voter Registration System will be the Tennessee Secretary of State’s Office, the County Election Offices, the Vendors who support the County Voter Registration Systems, and the Citizens of Tennessee.

A.5. Service Description. The Tennessee Secretary of State’s Office (SOS) seeks to procure services for the development of an online voter registration (OVR) system that will allow Tennessee citizens to submit an online voter registration application.

In Senate Bill 1626 (SB 1626), the Tennessee General Assembly has mandated that beginning July 1, 2017; Tennessee voters must be able to submit an online voter registration application. The Bill can be read at this location <http://share.tn.gov/sos/acts/109/pub/pc0936.pdf>.

The online application will need to collect all information necessary to establish an applicant's eligibility to vote, pursuant to § 2-2-104, which includes the information required for the uniform statewide voter registration application pursuant to § 2-2-116; and (3) Swear or affirm to the oath required pursuant to § 2-2-116. The system shall compare identifying information submitted by the applicant with records maintained by the Tennessee Department of Safety and Homeland Security for the purpose of obtaining the applicant's digital signature. If the online voter registration system identifies a matching record for the applicant with Tennessee Department of Safety and Homeland Security, then the applicant may complete the online voter registration form as prescribed by the Coordinator of Elections and electronically submit the form.

A.6. Service Deliverables. The Contractor shall deliver the following service deliverables:

A.6.1. Project 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 to ensure agreement regarding project objectives, roles and responsibilities, strategy, and known risks. The Contractor shall prepare and deliver a presentation for the kickoff meeting that synthesizes their approach to the overall project, provides high-level milestones, and introduces the Contractor team.

A.6.2. Project Management. The Contractor shall provide the following:

- A. Project Manager – The Contractor shall designate a Project Manager to serve as the Contractor's primary point of contact for all activities and issues. The Contractor shall ensure that its Project Manager provides sufficient management of the project to ensure all project activities are performed efficiently, accurately, and on schedule. The Contractor Project Manager shall coordinate as necessary with the State Project Manager to ensure the Contractor activities are managed consistently with overall Contract requirements.
- B. Project Management Plan. The Contractor shall provide a Project Management Plan that describes the approach to activities, project schedule, stages, duration, risks, and implementation work for all Project work. The State will provide written acceptance for the Project Management Plan.
- C. Weekly Status Updates. Through the implementation period, the Contractor agrees to provide, at minimal, a weekly status update which will include any updates on progress towards milestones, explanation of schedule variances, updates on implementation status of deliverables, and the status of action items. The weekly updates should include design prototypes, as they become available so that the state may see and approve of the system design.
- D. Monthly Status Meeting. Through the implementation period, the Contractor agrees to attend a monthly status meeting/conference call with the State stakeholders to discuss current progress, discuss any concerns, and answer any questions.

A.6.3. OVR System:

- A. OVR Website. The contractor shall design a website which will be used by the citizens of Tennessee for the purpose of registering as a new voter or for updating their existing Tennessee voter registration
- a. The Website will meet the requirements specified in Pro Forma Contract Attachment 2, Requirements Matrix, Section W, OVR Website Requirements. It must also meet any applicable technical or security requirements as defined in Contract Attachment 2, Requirements Matrix, section TS: OVR Technical and Security Requirement.
 - b. The Website must be designed to match the general layout as specified by item W7 in Attachment 2, Requirements Matrix, Section W, OVR Website Requirements.
 - c. Accessibility Requirements – The OVR Website must be designed so that people with disabilities have equal access as those without disabilities. It must follow Section 508 Web Accessibility guidelines as defined in Pro Forma Contract Attachment 2, Requirements Matrix, Section A: Accessibility.
- B. OVR Digital Signature Web Service. The contractor shall design a web service that can communicate with the Department of Safety and Homeland Security's Driver's License System web service. The purpose of this web service shall be to compare identifying information entered by the website user to the records at the Department of Safety and Homeland Security. If a match is found the website user's citizenship status and digital signature will be obtained from the Department of Safety and Homeland Security system.
- a. The OVR Digital Signature Web Service will meet all requirements specified in Pro Forma Contract Attachment 2, Requirements Matrix, Section D: Digital Signature Web Service Requirements. It must also meet any applicable technical or security requirements as defined in Contract Attachment 2, Requirements Matrix, section TS: OVR Technical and Security Requirement.
- C. OVR Database. The contractor shall setup and design a database for the purpose of storing the records that are submitted using the OVR Website. The OVR Database must meet any applicable technical or security requirements as defined in Pro Forma Contract Attachment 2, Requirements Matrix, section TS: OVR Technical and Security Requirement.
- D. Extract, Transform, and Load Process. The contractor will develop Extract, Transform, and Load (ETL) processes to extract the registration data from the database and load it to CSV files located in a secure location where each County will access their data. Any ETL processes must meet any applicable technical or security requirements as defined in Pro Forma Contract Attachment 2, Requirements Matrix, section TS: OVR Technical and Security Requirement.
- E. OVR Administrative Functions. The contractor will develop functionality to allow designated State staff members to perform administrative tasks. Administrative functions must meet the

requirements as defined in Pro Forma Contract Attachment 2, Requirements Matrix section ADM: Administration

- F. Technical and Security Requirements. The OVR System and all components must meet the Technical and Security Requirements as defined in Pro Forma Contract Attachment 2, Requirements Matrix, Section TS: Technical and Security Requirements.

A.6.4. OVR Testing.

- A. The Contractor will thoroughly test the System. The System testing will meet the requirements specified in Pro Forma Contract Attachment 2, Requirements Matrix, Section TST, System Testing.

A.6.5. OVR Training and Documentation. The contractor shall provide initial training to State System Administrators and staff members.

- A. Technical Training. The contractor shall provide training to up to five (5) State Information Systems staff members on technical features. This training shall include an overview of the system design, and how to perform administrative tasks, and how to maintain the system.
- B. Functional Training. The contractor shall train up to five (5) designated staff members on the functionality of the Online Voter Registration Website. The purpose of this training is to ensure that staff members have a good understanding of the Website functionality so that they may assist citizens who contact our office with questions about how to fill out the application.
- C. Training Documentation. The contractor shall provide documentation for all training activities, made available in electronic format.

A.7. OVR Support and Maintenance. The Contractor shall provide telephone and email-based support to the State staff upon request.

- A. The Support and Maintenance period shall begin on the date of completion of Phase I of the System Implementation, and shall continue until the termination of this contract.
- B. The Contractor will provide regular maintenance of the system as needed.
- C. All maintenance activities that will cause the online voter registration website to be unavailable to the public must be performed outside of the following business hours: Monday through Friday 7:00 AM to 5:30 PM Central Standard Time. Additionally, the State may define "blackout dates" which will be a time period where maintenance activities must be deferred due to a busy period, such as the final weeks leading up to an election.
- D. The State will contact the Contractor in the event that it needs to report a support incident.
- E. All support incidents will be classified as Critical, High, or Low, as defined in Pro Forma Contract Attachment 2, Requirements Matrix, Section SM, Requirement SM5.
- F. The Contractor shall respond to each support incident within a time period as defined in Pro Forma Contract Attachment 2, Requirements Matrix, Section SM, Requirement SM6.

G. The Contractor must provide regular status updates for a support incident as defined in Pro Forma Contract Attachment 2, Requirements Matrix, Section SM, Requirement SM6.

A.8 System Implementation. The Contractor shall implement their solution for the State, including (as needed), the development, testing, and training of the system.

A.8.1. The State has categorized the system requirements in Pro Forma Contract Attachment 2, Requirements Matrix into Phase I or Phase II requirements. Phase I requirements are requirements that are required to be functional to make the system functional as per the legislative requirements defined by (SB1626). The Bill can be read at this location <http://share.tn.gov/sos/acts/109/pub/pc0936.pdf>. Phase I Requirements must be implemented in the Phase I Implementation Phase below. Phase II requirements can be implemented in Phase II or before.

A.8.2. Phase I Implementation. Phase I Implementation shall consist of all deliverables that are required to make the system functional as per the legislative requirements defined by SB1626. . The Bill can be read at this location <http://share.tn.gov/sos/acts/109/pub/pc0936.pdf> .

A. Phase I Implementation must be complete on, or before July 1, 2017.

B. Phase I Deliverables shall include the following items:

- a. The OVR Website Requirements designated as Phase I requirements in Pro Forma Contract Attachment 2, Requirements Matrix, Section W, OVR Website Requirements.
- b. The OVR Database Requirements designated as Phase I requirements in Pro Forma Contract Attachment 2, Requirements Matrix.
- c. The OVR Digital Signature Web Service requirements designated as Phase I requirements in Pro Forma Contract Attachment 2, Requirements Matrix.
- d. The Extract, Transform, Load Processes designated as Phase I requirements in Pro Forma Contract Attachment 2, Requirements Matrix.
- e. The OVR Administrative Functions designated as Phase I requirements in Pro Forma Contract Attachment 2, Requirements Matrix.
- f. Technical and Security Requirements designated as Phase I requirements in Pro Forma Contract Attachment 2, Requirements Matrix
- g. All Testing for Phase I deliverables
- h. All Training and Documentation for Phase I deliverables

A.8.3. Phase II Implementation. Phase II Implementation will include deliverables that are not critical to meeting the legislative deadline of July 1, 2017. Phase II deliverables are also identified in RFQ Attachment D/Pro Forma Contract Attachment 2, Requirements Matrix.

A. Phase II Deliverables can be completed after the July 1, 2017, if needed. This does not prevent the Contractor from delivering Phase II requirements along with Phase I if they are finished with the requirement before that date.

- C. Phase II Deliverables include all requirements designated as Phase I requirements in Pro Forma Contract Attachment 2, Requirements Matrix.
- A.9. Security. The Online Voter Registration System will contain Personally Identifiable Information (PII). For this reason, the State wants to ensure a high level of security.
- A. The Online Voter Registration System must meet all Security requirements as defined in Pro Forma Contract Attachment 2, Requirements Matrix, Section TS: Technical and Security Requirements.
 - B. Any contractor staff having access to any State data containing PII must be willing and able to pass a TBI background check, or other background check to be selected by the State. The State may waive this requirement if the staff member has an active security clearance issued by another government agencies such as the Department of Defense (DoD), the Department of Homeland Security (DHS), the Department of Justice (DoJ), the National Security Agency (NSA), or the Central Intelligence Agency (CIA).
 - C. The Contractor will assure that its services under this contract are compliant with the State's Enterprise Information Security Policies available at https://www.tn.gov/assets/entities/finance/oir/attachments/PUBLIC-Enterprise-Information-Security-Policies-v2.0_1.pdf.
 - D. In the event the Contractor becomes aware of a data security breach, the Contractor will report the breach to the State within four (4) hours after the discovery of the breach and will work with the State to develop and implement a response and mitigation plan.
- A.10. System Ownership. The Contractor will develop for the State a website, digital signature web service, database, and processes which shall become the property of the State upon the completion and acceptance of the System Implementation. Nothing shall prevent the State from utilizing their staff to make changes to the System after the termination of this contract.
- A.11. Data Ownership. The State shall own the data collected from its users through the OVR System.
- A.12. Warranty. Contractor represents and warrants that the term of the warranty ("Warranty Period") shall be the greater of the Term of this Contract or any other warranty general offered by Contractor, its suppliers, or manufacturers to customers of its goods or services. The goods or services provided under this Contract shall conform to the terms and conditions of this Contract throughout the Warranty Period. Any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a "Defect" and shall be considered "Defective." If Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect, at no additional charge.

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

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

If Contractor fails to provide the goods or services as warranted, then Contractor will re-provide the goods or services at no additional charge. If Contractor is unable or unwilling to re-provide the goods or services as warranted, then the State shall be entitled to recover the fees paid to Contractor for the Defective goods or services. Any exercise of

the State's rights under this Section shall not prejudice the State's rights to seek any other remedies available under this Contract or applicable law.

- A.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 re-deliver the goods or provide the services at no additional cost to the State. If after a period of thirty (30) days following delivery of goods or performance of services the State does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the State.
- A.14. Correction of Deficiencies. Any corrections of deficiencies relating to the Contract Scope of Services requirements or deliverables and any investigation necessary to determine the source of such deficiencies shall be completed by the Contractor at no cost to the State.
- A.15. Additional Work. The State may request, at its sole discretion, additional work involving the enhancement or modification of a deliverable under the Contract Scope, provided that this Contract is amended, pursuant to section D.3. Remuneration for any such additional work shall be based on the applicable "contingent," payment rate(s) detailed in Section C.3 of this Contract.

B. TERM OF CONTRACT:

This Contract shall be effective on **DATE** ("Effective Date") and extend for a period of **number (#) months** after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed **Written Dollar Amount (\$Number)** ("Maximum Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.
- C.2. Compensation Firm. The payment methodology in Section C.3. of this Contract shall constitute the entire compensation due the Contractor for all goods or services provided under this Contract regardless of the difficulty, materials or equipment required. The payment methodology includes all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Contractor.
- C.3. Payment Methodology. The Contractor shall be compensated based on the payment methodology for goods or services authorized by the State in a total amount as set forth in Section C.1.
- a. The Contractor's compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.
 - b. The Contractor shall be compensated based upon the following payment methodology:

Goods or Services Description	Amount (per compensable increment)
-------------------------------	---------------------------------------

Completion and State Approval of System Implementation Phase I	\$ Number
Completion and State Approval of System Implementation Phase II	\$ Number
Technical Support and Maintenance	\$ Number per Year
Third Party API Subscription Fees, If any	\$ Number per Year

Contingent Rates— In accordance with section A.15. of this Contract, The State may request and the Contractor may agree to perform additional work involving the enhancement or modification of deliverables under the Contract Scope of Services, provided that this Contract is amended to require such work.

- i. Remuneration for any such additional work shall be based on the applicable contingent, payment rate(s) detailed below and as approved by the State.

<u>SERVICE</u>	<u>AMOUNT PER HOUR</u>
SYSTEM ENHANCEMENTS	\$ AMOUNT

- ii. The Contractor shall not be compensated for travel time to the primary location of service provision.
- iii. The total amount spent for system enhancements shall be capped at 15% of the maximum liability of the contract

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:

TN Secretary of State
Division of Elections
312 Rosa L. Parks Ave
7th Floor, William R. Snodgrass Tennessee Tower
Nashville, TN 37243

- a. Each invoice, on Contractor's letterhead, shall clearly and accurately detail all of the following information (calculations must be extended and totaled correctly):
 - (1) Invoice number (assigned by the Contractor);
 - (2) Invoice date;
 - (3) Contract number (assigned by the State);
 - (4) Customer account name: TN Secretary of State, Division of Elections;
 - (5) Customer account number (assigned by the Contractor to the above-referenced Customer);
 - (6) Contractor name;
 - (7) Contractor Tennessee Edison registration ID number;
 - (8) Contractor contact for invoice questions (name, phone, or email);
 - (9) Contractor remittance address;

- (10) Description of delivered goods or services provided and invoiced, including identifying information as applicable;
- (11) Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced;
- (12) Applicable payment methodology (as stipulated in Section C.3.) of each good or service invoiced;
- (13) Amount due for each compensable unit of good or service; and
- (14) Total amount due for the invoice period.

b. Contractor's invoices shall:

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

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

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

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

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

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

- a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and
- b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

D. MANDATORY TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Contract until it is duly approved by the Parties and all appropriate State officials in accordance with applicable Tennessee laws and regulations. Depending upon the specifics of this Contract, this may include

approvals by the Commissioner of Finance and Administration, the Commissioner of Human Resources, the Comptroller of the Treasury, and the Chief Procurement Officer. Approvals shall be evidenced by a signature or electronic approval.

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

The State:

Mark Goins, Coordinator of Elections
 Secretary of State, Division of Elections
 312 Rosa L. Parks Ave
 7th Floor, William R. Snodgrass Tennessee Tower
 Nashville, TN 37243
 Tennessee.Elections@tn.gov
 Telephone # (615) 741-7956
 FAX # 615-741-1278

The Contractor:

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

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

- D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable State officials.
- D.4. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Contract upon written notice to the Contractor. The State's exercise of its right to terminate this Contract shall not constitute a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the State terminates this Contract due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date. Should the State exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.
- D.5. Termination for Convenience. The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least thirty (30) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Contractor for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor

satisfactorily performed by the Contractor. In no event shall the State's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.

- D.6. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract ("Breach Condition"), the State shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Contract.
- D.7. Assignment and Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without the prior written approval of the State. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.
- D.8. Conflicts of Interest. The Contractor warrants that no part of the Contractor's compensation shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed under this Contract.

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

- D.9. 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.10. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment 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.11. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.12. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.13. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.

- D.14. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.
- D.15. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one Party are not employees or agents of the other Party.
- D.16. Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless for any costs to the State arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.
- D.17. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. The State's total liability under this Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability. This limitation of liability is cumulative and not per incident.
- D.18. Limitation of Contractor's Liability. In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Maximum Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for: (i) intellectual property or any Contractor indemnity obligations for infringement for third-party intellectual property rights; (ii) any claims covered by any specific provision in the Contract providing for liquidated damages; or (iii) any claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death.
- D.19. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State to enforce the terms of this Contract.

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

- D.20. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), Health Information Technology for Economic and Clinical Health (“HITECH”) Act and any other relevant laws and regulations regarding privacy (collectively the “Privacy Rules”). The obligations set forth in this Section shall survive the termination of this Contract.
- a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.
 - b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT “protected health information” as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.
 - d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.
- D.21. Tennessee Consolidated Retirement System. Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, *et seq.*, the law governing the Tennessee Consolidated Retirement System (“TCRS”), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-35-101, *et seq.*, accepts State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of “employee/employer” and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.
- D.22. Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.
- D.23. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a

criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

- D.24. Force Majeure. “Force Majeure Event” means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor’s representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor’s performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.
- D.25. State and Federal Compliance. The Contractor shall comply with all applicable state and federal laws and regulations in the performance of this Contract.
- D.26. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 407.
- D.27. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties’ agreement. This Contract supersedes any and all prior understandings,

representations, negotiations, and agreements between the Parties, whether written or oral.

- D.28. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.
- D.29. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.30. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:
- a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
 - b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below), which includes RFQ 30501-01617 Attachment D. Requirements Matrix as Attachment 2, RFQ 30501-01617 Attachment E. Screen Design Wireframe Layout as Attachment 3, and RFQ 30501-01617 Attachment J. Process Flow as Attachment 4 ;
 - c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
 - d. the State solicitation, as may be amended, requesting responses in competition for this Contract;
 - e. any technical specifications provided to proposers during the procurement process to award this Contract; and
 - f. the Contractor's response seeking this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.
- E.2. 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.3. Ownership of Software and Work Products.
- a. Definitions.
 - (1) "Contractor-Owned Software," shall mean commercially available software the rights to which are owned by Contractor, including but not limited to commercial "off-the-shelf" software which is not developed using State's money or resources.
 - (2) "Custom-Developed Application Software," shall mean customized application software developed by Contractor solely for State.
 - (3) "Rights Transfer Application Software," shall mean any pre-existing application software owned by Contractor or a third party, provided to State and to which Contractor will grant and assign, or will facilitate the granting and assignment of, all rights, including the source code, to State.

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

b. Rights and Title to the Software

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

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

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

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

E.6. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the

awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

- E.7. Intellectual Property. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State concerning or arising out of any claim of an alleged patent, copyright, trade secret or other intellectual property infringement. In any such claim or action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any settlement or final judgment, and the Contractor shall be responsible for all legal or other fees or expenses incurred by the State arising from any such claim. The State shall give the Contractor notice of any such claim or suit, however, the failure of the State to give such notice shall only relieve Contractor of its obligations under this Section to the extent Contractor can demonstrate actual prejudice arising from the State's failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State of Tennessee in any legal matter, as provided in Tenn. Code Ann. § 8-6-106.
- E.8. 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.9. **Federal Funding Accountability and Transparency Act (FFATA).** This Contract requires the Contractor to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Contractor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Contractor provides information to the State as required.

The Contractor shall comply with the following:

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

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

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

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

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

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

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

STATE AGENCY NAME:

NAME & TITLE

DATE

Pro Forma ATTACHMENT 1*(Fill out only by selected Contractor)***ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE**

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

The Contractor, identified above, does hereby attest, certify, warrant, and assure that 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 Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind Contractor.

PRINTED NAME AND TITLE OF SIGNATORY**DATE OF ATTESTATION**

Pro Forma ATTACHMENT 2

OVR Mandatory Requirements Matrix.

Please see the separate contract attachment, RFQ Attachment D ,Pro Forma Contract Attachment 2 – Requirements Matrix

Pro Forma ATTACHMENT 3

Screen Design Wireframe Layout

Please see the separate contract attachment, RFQ Attachment E, Pro-Forma Contract Attachment 3 - Screen Design Wireframe Layout

Pro Forma ATTACHMENT 4

Process Flow

Please see the separate contract attachment, RFQ Attachment J, Pro-Forma Contract Attachment 4 – Process Flow

Pro Forma ATTACHMENT 5

(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)