



**STATE OF TENNESSEE  
CENTRAL PROCUREMENT OFFICE**

**REQUEST FOR QUALIFICATIONS  
FOR  
TALENT ACQUISITION MANAGEMENT SYSTEM**

**RFQ # 30501-01317**

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**REQUEST FOR QUALIFICATIONS  
FOR  
TALENT ACQUISITION MANAGEMENT SYSTEM**

**RFQ 30501-01317**

**1. INTRODUCTION**

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

Through this RFQ or any subsequent solicitation, the State seeks to buy the requested goods or services at the most favorable, competitive prices and to give ALL qualified businesses, including those 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 Department of State (SOS) seeks to procure and deploy a Software as a Service (SaaS), enterprise-wide Talent Acquisition and Management System (TAMS) that incorporates HR best practices and facilitates attracting a top-notch workforce. The solution must have the capability to interface with and supplement the functionality of the State of Tennessee’s ERP system (Edison) which currently manages payroll, insurance, required Federal reporting, and associated functions. Functionality and workflow in the areas of talent acquisition and management related to Human Resources are currently being done manually or with in-house-developed stand-alone applications.

The selected TAMS solution will provide cutting edge tools and modules to better support the divisions of the Secretary of State’s Office (SOS) in the pursuit of the agency's core values, and help improve Human Resources (HR) processing efficiency by replacing manual procedures associated with administrative and reporting functions. There are approximately 364 positions in the Secretary of State’s Office.

Secretary of State Human Resources Division (SOS HR) seeks to provide excellence throughout the complete employee life cycle in areas such as recruiting, onboarding, and career development. In an ever-changing industry, SOS HR seeks to become increasingly sophisticated in managing this employee life cycle.

The selected TAMS solution must incorporate the key components associated with the entire life cycle of an employee; manage Knowledge, Skills, Abilities, and Competencies (aka KSACs); and provide easy-to-use tools in their approach. The selected TAMS solution must have these factored into the design and workflow of the system, and must interface with certain SOS systems and the State’s ERP (Edison) system. The requirements for the TAMS system are outlined in RFQ Attachment I, Pro Forma Contract, Attachment 2 – Requirements Matrix.

Ultimately, the desire is for a TAMS solution that provides a true value-added toolset with which HR can become a more strategic partner in the Secretary of State’s organization by further supporting senior management and our agency's mission.

The State shall procure these services for the duration of the Pro Forma Contract and other services required to complete activities and deliverables as specified in the Pro Forma Contract for each phase of the project.

**1.1.1. RFQ Number**

RFQ # 30501-01317

**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

See RFQ Attachment I, *Pro Forma* Contract, Attachment 1 – Glossary of Terms.

## 2. RFQ SCHEDULE OF EVENTS

EVENT		TIME (Central Time Zone)	DATE (all dates are State business days)
1.	RFQ Issued		June 8, 2016
2.	Disability Accommodation Request Deadline	9:00 a.m.	June 10, 2016
4.	Notice of Intent to Respond Deadline	9:00 a.m.	June 15, 2016
5.	Written “Questions & Comments” Deadline	9:00 a.m.	June 21, 2016
6.	State response to initial written “Questions & Comments”		June 24, 2016
7.	Respondents’ clarification to initial written “Questions & Comments”	9:00 a.m.	June 25, 2016
8.	State response to written “Questions & Comments”		June 29, 2016
9.	State provides updated Requirements Matrix (RFQ Attachment I, <i>Pro Forma</i> Contract Attachment 2)		July 1, 2016
10.	RFQ Technical Response Deadline	9:00 a.m.	July 8, 2016
11.	State Notice of Qualified Respondents Released		July 20, 2016
12.	State Schedules Respondent Oral Presentations (ONLY Top Three (3) Respondents after Scoring RFQ Responses to RFQ Attachments B, C, and D)		July 25, 2016
13.	Respondent Oral Presentations	8:00 a.m. – 4:30 p.m.	August 8-9, 2016
14.	RFQ Cost Proposal Deadline (ONLY for Qualified Respondents)	9:00 a.m.	August 23, 2016
15.	RFQ Negotiations		August 29, 2016
16.	State Evaluation Notice Released		September 7, 2016
17.	Solicitation Files Opened for Public Inspection		September 7, 2016
18.	Respondent Contract Signature Deadline		September 16, 2016
19.	Anticipated Contract Start date (anticipated date for contract to be fully executed and vendor to begin work)		October 17, 2016

## 3. RESPONSE REQUIREMENTS

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

**3.1.1. Mandatory Pass/Fail 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 Pro Forma Contract Attachment 2: Requirements Matrix as a guide to organize responses for the Mandatory Requirements of the RFQ response. The Respondent should reference the page location of the information within the response in the indicated column of the table. This section is included in the State's evaluation as to whether or not a Respondent meets mandatory qualifications (Phase I).

**3.1.2. General Qualifications & Experience:** This section is included in the State's evaluation of Phase II of the Technical Response Evaluation and details general information and qualifications that must be demonstrated in the response to this RFQ. A Respondent must duplicate and use RFQ Attachment B as a guide to organize responses for this portion of the RFQ response. The Respondent should reference the page location in the information within the response in the indicated column of the table.

**3.1.3. Technical Qualifications, Experience & Approach:** This section is also included in the State's evaluation of Phase II of the Technical Response Evaluation and details technical qualifications, experience, and approach items that must be demonstrated in the response to this RFQ. A Respondent must duplicate and use RFQ Attachment C as a guide to organize responses for this portion of the RFQ response. The Respondent should reference the page location in the information within the response in the indicated column of the table.

**3.1.4. 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 and Pro Forma Contract Attachment 2 – Requirements Matrix as guides to organize responses for this portion of the RFQ response. The Respondent should reference the page location in the information within the response in the indicated column of the table.

**3.1.5. 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 E as a guide to organize responses for this portion of the RFQ response.

### **3.2. Cost Proposal: For Qualified Respondents only**

**3.2.1.** This section only applies to those respondents identified as being Qualified. See RFQ § 2, Schedule of Events, "State Notice of Qualified Respondents Released."

**3.2.2.** If included as part of this solicitation, then the Cost Proposal must be recorded on an exact duplicate of RFQ Attachment F, Cost Proposal & Evaluation Guide. Any response that does not follow the instructions included in RFQ Attachment F may be deemed nonresponsive.

**3.2.3.** A Respondent must only record the proposed cost exactly as required by the RFQ Attachment F, Cost Proposal & Evaluation Guide and must NOT record any other rates, amounts, or information.

**3.2.4.** The proposed cost shall incorporate ALL costs for services under the contract for the total contract period.

**3.2.5.** A Respondent must sign and date the Cost Proposal.

**3.2.6.** A Respondent must submit the Cost Proposal to the State in a sealed package separate from the Technical Response.

### **3.3. Response Delivery Location**

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

Elizabeth Stafford  
Sourcing Analyst

Central Procurement Office  
Department of General Services  
William R. Snodgrass TN Tower – 3rd Floor  
312 Rosa L. Parks Ave., Nashville, TN 37243  
Work: (615) 532-2314  
Email: [elizabeth.stafford@tn.gov](mailto:elizabeth.stafford@tn.gov)

### 3.4. Response Format

3.4.1. A Respondent must ensure that the original response meets all form and content requirements detailed within this RFQ.

3.4.2. A Respondent must submit original response documents and copies as specified below.

#### 3.4.2.1. Technical Response

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

**“RFQ #30501-01317 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 #30501-01317 TECHNICAL RESPONSE COPY”**

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

#### 3.4.2.2. Cost Proposal: *For Qualified Respondents only*

One (1) original Cost Proposal paper document labeled:

**“RFQ #30501-01317 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 #30501-01317 COST PROPOSAL COPY”**

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

### 3.5. Response Prohibitions: A response to this RFQ should not:

3.5.1. Restrict the rights of the State or otherwise qualify the response to this RFQ;

3.5.2. Include, for consideration in this procurement process or subsequent contract negotiations, incorrect information that the Respondent knew or should have known was materially incorrect;

3.5.3. Include more than one response, per Respondent, to this RFQ;

3.5.4. Include any information concerning costs (in specific dollars or numbers) associated with the Technical Response;

3.5.5. Include the respondent’s own contract terms and conditions (unless specifically requested by the RFQ); or

**3.5.6.** 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.

### **3.6. Response Errors & Revisions**

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

### **3.7. Response Withdrawal**

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

### **3.8. Response Preparation Costs**

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

## **4. GENERAL INFORMATION & REQUIREMENTS**

### **4.1. Communications**

**4.1.1.** Respondents shall reference RFQ #30501-01317 in all communications relating to this solicitation, and direct any such communications to the following person designated as the Solicitation Coordinator:

Elizabeth Stafford  
Sourcing Analyst  
Central Procurement Office  
Department of General Services  
William R. Snodgrass TN Tower – 3<sup>rd</sup> Floor  
312 Rosa L. Parks Ave.,  
Nashville, TN 37243  
Work: (615) 532-2314  
Email: [elizabeth.stafford@tn.gov](mailto:elizabeth.stafford@tn.gov)

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

**4.1.2.** Potential respondents with a handicap or disability may receive accommodation relating to the communication of this RFQ and participating in the RFQ process. Potential respondents may contact the RFQ Coordinator to request such reasonable accommodation no later than the Disability Accommodation Request Deadline detailed in RFQ § 2, Schedule of Events.

**4.1.3.** Unauthorized contact about this RFQ with other employees or officials of the State of Tennessee may result in disqualification from contract award consideration.

**4.1.4.** Notwithstanding the foregoing, potential Respondents may also contact the following as appropriate:

- 4.1.4.1. Staff of the Governor's Office of Diversity Business Enterprise may be contacted for assistance with respect to available minority-owned, woman-owned, Tennessee service- disabled veteran-owned, and small business enterprises as well as general public information relating to this request; or
- 4.1.4.2. The following individual designated by the State to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and associated federal regulations:

Jennifer Garrison, Human Resources Director  
Tennessee Department of State  
William R. Snodgrass Tennessee Tower  
312 Rosa L. Parks Ave., 7<sup>th</sup> floor  
Nashville, TN 37243  
Phone: (615) 741-7411  
Email: [Jennifer.Garrison@tn.gov](mailto: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 G, 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.
- 4.5.3. The State agrees to protect, to the fullest extent permitted by state law, the confidentiality of information expressly identified by the Respondent as confidential and proprietary, including information that would allow a person to obtain unauthorized access to confidential information or to electronic information processing systems owned by or licensed to the State.

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

- 4.6.1. All persons, agencies, firms or other entities that provide legal or financial opinions, which a Respondent provides for consideration and evaluation by the State as part of a response to this RFQ, shall be properly licensed to render such opinions.
- 4.6.2. Before the Contract resulting from this RFQ is signed, the apparent successful Respondent (and Respondent employees and subcontractors, as applicable) must hold all necessary, appropriate business and professional licenses to provide service as required. The State may require any Respondent to submit evidence of proper licensure.
- 4.6.3. Before the Contract resulting from this RFQ is signed, the apparent successful Respondent must provide a valid, Certificate of Insurance indicating current insurance coverage meeting minimum requirements as may be specified by the RFQ.
- 4.6.4. Before the Contract resulting from this RFQ is signed, the apparent successful Respondent must be registered with the Department of Revenue for the collection of Tennessee sales and use tax. The State shall not approve a contract unless the Respondent provides proof of such registration. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation.

#### **4.7. RFQ Amendments & Cancellation**

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

#### **4.8. State Right of Rejection**

- 4.8.1. Subject to applicable laws and regulations, the State reserves the right to reject, at its sole discretion, any and all proposals.
- 4.8.2. The State may deem as nonresponsive and reject any proposal that does not comply with all terms, conditions, and performance requirements of this RFQ. Notwithstanding the foregoing, the State reserves the right to seek clarifications or to waive, at its sole discretion, a response's minor variances from full compliance with this RFQ. If the State waives variances in a response, such waiver shall not modify the RFQ requirements or excuse the

Respondent from full compliance with such, and the State may hold any resulting vendor to strict compliance with this RFQ.

- 4.8.3.** The State will review the response evaluation record and any other available information pertinent to whether or not each respondent is responsive and responsible. If the evaluation team identifies any respondent that appears not to meet the responsive and responsible thresholds such that the team would not recommend the respondent for potential contract award, this determination will be fully documented for the record. (“Responsive” is defined as submitting a response that conforms in all material respects to the RFQ. “Responsible” is defined as having the capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.)

#### **4.9. Assignment & Subcontracting**

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

#### **4.10. Next Ranked Respondent**

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

### **5. PROCUREMENT PROCESS & CONTRACT AWARD**

- 5.1.** The complete vendor selection will be a two-part process: (1) Qualification of Technical Responses; and (2) Cost Proposals/Negotiations. Any contract award is subject to successful contract negotiation.
- 5.2. Part One.** Qualification of Technical Responses: Technical Responses will be short-listed for further evaluation, analysis or negotiation if they are apparently responsive, responsible, and within the competitive range. A Technical Response will be deemed within the competitive range based on the following criterion:

Phase I: The State will evaluate the Mandatory Requirements set forth in RFQ Attachment A and Pro Forma Contract Attachment 2: Requirements Matrix – “Mandatory” tab on a pass/fail basis. A vendor must pass every item to be advanced to Phase II.

Phase II: For those vendors meeting the Phase I requirements, 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, and D, and Pro Forma Contract Attachment 2 – Requirements Matrix).

The Solicitation Coordinator will average the scores from the Evaluation Team for each responsive and responsible Respondent’s Technical Response RFQ Attachments B, C, and D and then rank the Respondents by their average score.

The State will invite the Respondents with the three (3) highest average scores from Phase II to provide a system demonstration and oral presentation to the State.

Phase III: The Respondents with the three (3) highest scores from Phase II will provide a system demonstration and oral presentation to the State. These presentations will be scored by Evaluation Team members according to the Technical Response & Evaluation Guide (See RFQ Attachment E).

- 5.3. Part Two. Cost Proposals:** Only Qualified Respondents that are responsive and responsible and in the competitive range, will continue on to Part Two, Cost Proposal evaluation. The Cost Proposal containing the lowest cost will receive the maximum number of points per each section. See RFQ Attachment F, Cost Proposal & Evaluation Guide.
- 5.4. 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 also 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 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
<b>Mandatory Requirements</b> (refer to RFQ Attachment A)	Pass/Fail
<b>General Qualifications, Experience,</b> (refer to RFQ Attachment B)	5
<b>Technical Qualifications, Experience &amp; Approach</b> (refer to RFQ Attachment C)	15
<b>Requirements Matrix</b> (refer to RFQ Attachment D and Pro Forma Contract Attachment 2 – Requirements Matrix)	30
<b>Oral Presentation</b> (refer to RFQ Attachment E)	20

<b>Cost Proposal</b> (refer to RFQ Attachment F)	30
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## 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 I, 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 recalculate 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.

<b>RESPONDENT LEGAL ENTITY NAME:</b>			
<b>Response Page # (Respondent completes)</b>	<b>Item Ref.</b>	<b>Section A— Mandatory Requirement Items</b>	<b>Pass/Fail</b>
		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).	
	<b>A.1.</b>	Provide the Statement of Certifications and Assurances (RFQ Attachment G) completed and signed by an individual empowered to bind the Respondent to the provisions of this RFQ and any resulting contract. The document must be signed without exception or qualification.	
	<b>A.2.</b>	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.	
	<b>A.3.</b>	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.	
	<b>A.4.</b>	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.	
	<b>A.5.</b>	Provide an official document or letter from an accredited credit bureau, verified and dated within the last three (3) months and indicating a positive credit rating for the Respondent (NOTE: A credit bureau report number without the full report is insufficient and will <u>not</u> be considered responsive.)	
	<b>A.6.</b>	Provide documentation disclosing the amount of cash flows from operating activities for the Respondent’s most current operating period. Said	

RESPONDENT LEGAL ENTITY			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		<p>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 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 the opinions.</p>	
	<b>A.7.</b>	<p>Provide a valid, Certificate of Insurance that is verified and dated within the last six (6) months and which details all of the following:</p> <ul style="list-style-type: none"> <li>(a) Insurance Company</li> <li>(b) Respondent’s Name and Address as the Insured</li> <li>(c) Policy Number</li> <li>(d) The following minimum insurance coverage: <ul style="list-style-type: none"> <li>(i) Workers' Compensation/ Employers' Liability (including all states coverage) with a limit not less than the relevant statutory amount or one million dollars (\$1,000,000) per occurrence for employers' liability whichever is greater.</li> <li>(ii) Comprehensive Commercial General Liability (including personal injury &amp; property damage, premises/operations, independent contractor, contractual liability and completed operations/products) with a bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.</li> </ul> </li> <li>(e) The following information applicable to each type of insurance coverage: <ul style="list-style-type: none"> <li>(i) Coverage Description,</li> <li>(ii) Exceptions and Exclusions,</li> <li>(iii) Policy Effective Date,</li> <li>(iv) Policy Expiration Date, and</li> <li>(v) Limit(s) of Liability.</li> </ul> </li> </ul>	
	<b>A.8.</b>	Provide the Respondent’s most recent independent audited financial statements. Said independent audited financial statements must:	

RESPONDENT LEGAL ENTITY			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		<p>(1) Reflect an audit period for a fiscal year ended within the last 36 months</p> <p>(2) Be prepared with all monetary amounts detailed in United States currency;</p> <p>(3) Be prepared under United States Generally Accepted Accounting Principles (US GAAP);</p> <p>(4) Include: the auditor’s opinion letter; financial statements; and the notes to the financial statements; and</p> <p>(5) Be deemed, in the sole discretion of the State to reflect sufficient financial stability to undertake the subject agreement with the State.</p> <p>OR, in lieu of the aforementioned independent audited financial statements, provide a financial institution’s letter of commitment for a general Line of Credit in the amount of One Million Dollars (\$1,000,000), U.S. currency, available to the Respondent. Said letter must specify the Respondent’s name, be signed and dated within the past three (3) months by an authorized agent of the financial institution, and indicate that the Line of Credit shall be available for at least 12 months.</p> <p>NOTES:</p> <ul style="list-style-type: none"> <li>Reviewed or Compiled Financial Statements will not be deemed responsive to this requirement and will not be accepted.</li> <li>All persons, agencies, firms, or other entities that provide opinions regarding the Respondent’s financial status must be properly licensed to render such opinions. The State may require the Respondent to submit proof of such licensure detailing the stat of licensure and licensure number for each person or entity that renders the opinions.</li> </ul>	
	A.9.	Provide a written confirmation that the proposed solution will be a vendor-hosted cloud solution. The State defines “cloud hosted solution” as a secure, virtual storage environment, where the State’s data is effectively separated from that of other entities’ data. Access should only be available via a controlled process, utilizing multi-level security.	
	A.10.	Provide written confirmation that the Respondent’s TAMS solution will comply with/provide all requirements designated as “Mandatory” in RFP Attachment I, <i>Pro Forma</i> Contract, Attachment 2 – Requirements Matrix. (This may be accomplished by including a copy of the completed Attachment I, <i>Pro Forma</i> Contract, Attachment 2 – Requirements Matrix.)	
State Use – RFQ Coordinator Signature, Printed Name & Date:			

**ATTACHMENT B: TECHNICAL RESPONSE & EVALUATION GUIDE**

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

<b>RESPONDENT LEGAL ENTITY NAME:</b>		
<b>Response Page #</b> (Respondent completes)	<b>Item Ref.</b>	<b>Section B— General Qualifications &amp; Experience Items</b>
	<b>B.1.</b>	Detail the name, e-mail address, mailing address, telephone number, and facsimile number of the person the State should contact regarding the response.
	<b>B.2.</b>	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>B.3.</b>	Detail the number of years the Respondent has been in business.
	<b>B.4.</b>	Briefly describe how long the Respondent has been performing the goods or services required by this RFQ.
	<b>B.5.</b>	Describe the Respondent’s number of employees, client base, and location of offices.
	<b>B.6.</b>	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>B.7.</b>	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>B.8.</b>	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>B.9.</b>	Provide a statement of whether there is any material, pending litigation against the Respondent that the Respondent should reasonably believe could adversely affect its ability to meet contract requirements pursuant to this RFQ or is likely to have a material adverse effect on the Respondent’s financial condition. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it would impair the Respondent’s performance in a contract pursuant to this RFQ. NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders such opinions.
	<b>B.10.</b>	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 what extent it will 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

<b>RESPONDENT LEGAL ENTITY NAME:</b>		
<b>Response Page #</b> (Respondent completes)	<b>Item Ref.</b>	<b>Section B— General Qualifications &amp; Experience Items</b>
		Respondent to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders such opinions.
	<b>B.11.</b>	Provide a brief, descriptive statement detailing evidence of the Respondent’s ability to deliver the goods or services sought under this RFQ ( <i>e.g.</i> , prior experience, training, certifications, resources, program and quality management systems, <i>etc.</i> ).
	<b>B.12.</b>	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>B.13.</b>	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>B.14.</b>	Provide a statement of whether the Respondent intends to use subcontractors to accomplish the work required by this RFQ, and if so, detail: (a) the names of the subcontractors along with the contact person, mailing address, telephone number, and e-mail address for each; (b) a description of the scope and portions of the work each subcontractor will perform; <u>and</u> (c) a statement specifying that each proposed subcontractor has expressly assented to being proposed as a subcontractor in the Respondent’s response to this RFQ.
	<b>B.15.</b>	Provide documentation of the Respondent’s commitment to diversity as represented by the following: (a) <u>Business Strategy</u> . Provide a description of the Respondent’s existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, Tennessee service-disabled veterans, and small business enterprises. Please also include a list of the Respondent’s certifications as a diversity business, if applicable. (b) <u>Business Relationships</u> . Provide a listing of the Respondent’s current contracts with business enterprises owned by minorities, women, Tennessee service-disabled veterans and small business enterprises. Please include the following information: (i) contract description and total value; (ii) contractor name and ownership characteristics ( <i>i.e.</i> , ethnicity, gender, Tennessee service-disabled); (iii) contractor contact name and telephone number. (c) <u>Estimated Participation</u> . Provide an estimated level of participation by business enterprises owned by minorities, women, Tennessee service-disabled veterans, and small business enterprises if a contract is awarded to the Respondent pursuant to this RFQ. Please include the following information: (i) a percentage (%) indicating the participation estimate. (Express the estimated participation number as a percentage of the total estimated contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics only and <b>DO NOT INCLUDE DOLLAR AMOUNTS</b> ); (ii) anticipated goods or services contract descriptions; (iii) names and ownership characteristics ( <i>i.e.</i> , ethnicity, gender, Tennessee service-disabled veterans) of anticipated subcontractors and supply contractors.  NOTE: In order to claim status as a Diversity Business Enterprise under this contract,

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<p>businesses must be certified by the Governor’s Office of Diversity Business Enterprise (Go- DBE). Please visit the Go-DBE website at <a href="https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&amp;XID=9265">https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&amp;XID=9265</a> 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 5-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"> <li>▪ 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.</li> <li>▪ Each evaluator will generally consider the results of inquiries by the State regarding all contracts responsive to Section B.16 of this RFQ.</li> </ul>
	B.17.	<p>Provide customer references from individuals (who are <u>not</u> current or former officials or staff of the State of Tennessee) for projects similar to the goods or services sought under this RFQ and which represent:</p> <ul style="list-style-type: none"> <li>▪ two (2) of the larger accounts currently serviced by the Respondent, <u>and</u></li> <li>▪ three (3) completed projects.</li> </ul> <p>All references must be provided in the form of standard reference questionnaires that have been fully completed by the individual providing the reference as required. The standard reference questionnaire, which <u>must</u> be used and completed as required, is detailed at RFQ Attachment F. References that are not completed as required will be considered nonresponsive and will not be considered.</p> <p>The Respondent will be <u>solely</u> responsible for obtaining the fully completed reference questionnaires, and for including them within the Respondent’s sealed Technical Response. In order to obtain and submit the completed reference questionnaires, as required, follow the process detailed below:</p> <p>(a) “Customize” the standard reference questionnaire at Attachment H by adding the subject Respondent’s name, and make exact duplicates for completion by references.</p> <p>(b) Send the customized reference questionnaires to each individual chosen to provide a reference along with a new standard #10 envelope.</p> <p>(c) Instruct the person who will provide a reference for the Respondent to:</p> <ol style="list-style-type: none"> <li>(i) complete the reference questionnaire (on the form provided or prepared, completed, and printed using an exact duplicate of the document);</li> <li>(ii) sign <u>and</u> date the completed, reference questionnaire;</li> <li>(iii) seal the completed, signed, and dated, reference questionnaire within the envelope provided;</li> </ol>

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<p>(iv) sign his or her name in ink across the sealed portion of the envelope; and</p> <p>(v) return the sealed envelope containing the completed reference questionnaire directly to the Respondent (the Respondent may wish to give each reference a deadline, such that the Respondent will be able to collect all required references in time to include them within the sealed Technical Response).</p> <p>(d) <u>Do NOT open the sealed references upon receipt.</u></p> <p>(e) Enclose all <u>sealed</u> reference envelopes within a larger, labeled envelope for inclusion in the Technical Response as required.</p> <p>NOTES:</p> <ul style="list-style-type: none"> <li>▪ 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.</li> <li>▪ The State will not review more than the number of required references indicated above.</li> <li>▪ 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.</li> <li>▪ The State is under <u>no</u> obligation to clarify any reference information.</li> </ul>
	<b>B.18</b>	<p>Provide a statement and any relevant details addressing whether any of the following apply to the Respondent:</p> <p>(a) Is presently debarred, suspended, proposed for debarment, or voluntarily excluded from covered transactions by any federal or state department or agency;</p> <p>(b) Has, within the past three (3) years, been convicted of, or had a civil judgment rendered against the contracting party from commission of fraud, or a criminal 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;</p> <p>(c) Is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission or any of the offenses detailed above; and has within a three- (3) year period preceding the contract had one or more public transactions (federal, state, or local) terminated for cause or default.</p>
	<b>B.19.</b>	<p>Provide copies of standard Service Level Agreement(s), Licensing/Service and Support Agreement(s). Respondent must redline these documents, indicating any items that are in conflict with the State's standard Terms &amp; Conditions.</p>
	<b>B.20.</b>	<p>Describe up to three (3) projects in which your company successfully completed and implemented a system similar to the requested TAMS system using the proposed SaaS software in a hosted cloud environment. For each project, describe:</p> <ul style="list-style-type: none"> <li>• Client Name</li> <li>• Client Industry</li> <li>• Name and brief description of the project</li> <li>• Size of the project in terms of # of users, # of employees managed in the system, # of locations</li> <li>• Interfaces with other applications or organizations</li> <li>• Date implemented</li> <li>• Description of the services and activities performed by your company for the project</li> </ul>

<b>RESPONDENT LEGAL ENTITY NAME:</b>		
<b>Response Page # (Respondent completes)</b>	<b>Item Ref.</b>	<b>Section B— General Qualifications &amp; Experience Items</b>
	<b>B.21.</b>	<p>The State is amenable to making changes to RFQ Attachment I, <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 I, <i>pro forma</i> contract, all suggested alternative or supplemental contract language. Do <b>not</b> include any exceptions or changes that (1) contradict a Federal requirement or a Mandatory Requirement, or (2) push back any deadlines.</p>
<b>SCORE (for all Section B— Qualifications &amp; Experience Items above): (maximum possible score = 5)</b>		
<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
	<b>C.1.</b>	Provide a narrative that illustrates the Respondent’s understanding of and ability to satisfy the <b>State’s Service Goals</b> as described in <i>Pro Forma</i> Contract Section A.3.		<b>5</b>	
	<b>C.2.</b>	Provide a narrative that illustrates the Respondent’s understanding of and ability to satisfy the requirements for the <b>Kickoff Meeting and Presentation</b> as described in <i>Pro Forma</i> Contract Section A.4.a.		<b>1</b>	
	<b>C.3.</b>	Provide a narrative that illustrates how the Respondent will manage the project, ensure completion of the scope of services, and accomplish required objectives within the State’s project schedule as described in <i>Pro Forma</i> Contract Section A.4.b.		<b>5</b>	
	<b>C.4.</b>	Provide a proposed high-level <b>Work Breakdown Structure (WBS) and Project Schedule</b> as described in <i>Pro Forma</i> Contract Section A.4.b.(1)(i).		<b>3</b>	
	<b>C.5.</b>	Provide a proposed <b>Resource Management Plan</b> as described in <i>Pro Forma</i> Contract Section A.4.b.(1)(ii).		<b>2</b>	
	<b>C.6.</b>	Provide a proposed <b>Risk Management Plan</b> as described in <i>Pro Forma</i> Contract Section A.4.b.(1)(iii).		<b>3</b>	
	<b>C.7.</b>	Provide a proposed <b>Issue Management Plan</b> as described in <i>Pro Forma</i> Contract Section A.4.b.(1)(iv).		<b>3</b>	
	<b>C.8.</b>	Provide a proposed <b>Change Management Plan</b> as described in <i>Pro Forma</i> Contract Section A.4.b.(1)(v).		<b>3</b>	
	<b>C.9.</b>	Provide a proposed <b>Release Management Plan</b> as described in <i>Pro Forma</i> Contract Section A.4.b.(1)(vi).		<b>2</b>	
	<b>C.10.</b>	Provide a narrative describing the Respondent’s understanding of and ability to satisfy the <b>Weekly Status</b>		<b>1</b>	

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
		<b>and Monthly Progress</b> reporting requirements as described in <i>Pro Forma</i> Contract Sections A.4.b.(2) and A.4.b.(3).			
	<b>C.11.</b>	Provide a narrative that illustrates how the Respondent will complete the <b>Requirements Verification and Fit-Gap Analysis</b> as described in <i>Pro Forma</i> Contract Section A.4.c.		5	
	<b>C.12.</b>	Provide a narrative that illustrates how the Respondent will complete the <b>Interfaces Design</b> as described in <i>Pro Forma</i> Contract Section A.4.d.		5	
	<b>C.13.</b>	Provide a proposed <b>Data Migration Plan</b> as described in <i>Pro Forma</i> Contract Section A.4.e.		5	
	<b>C.14.</b>	Provide a proposed <b>Test Plan</b> as described in <i>Pro Forma</i> Contract Section A.4.f.		5	
	<b>C.15.</b>	Provide a narrative that illustrates how the Respondent will create and maintain a <b>Defect Tracking Log</b> as described in <i>Pro Forma</i> Contract Section A.4.g.		2	
	<b>C.16.</b>	Provide a proposed <b>Implementation Plan</b> as described in <i>Pro Forma</i> Contract Section A.4.h.		4	
	<b>C.17.</b>	Provide a narrative that illustrates how the Respondent will complete the <b>Backup and Recovery Plan</b> as described in <i>Pro Forma</i> Contract Section A.4.i.		4	
	<b>C.18.</b>	Provide a narrative that illustrates how the Respondent will complete the <b>Contingency of Operations Plan</b> as described in <i>Pro Forma</i> Contract Section A.4.j.		4	
	<b>C.19.</b>	Provide a narrative that illustrates how the Respondent will complete the <b>Training</b> as described in <i>Pro Forma</i> Contract Section A.4.n.		3	
	<b>C.20.</b>	Provide a narrative that illustrates how the Respondent will provide <b>Support and Maintenance</b> as described in <i>Pro Forma</i> Contract Section A.4.u.		5	
	<b>C.21.</b>	Provide a narrative that illustrates how the Respondent will complete <b>Modifications and Enhancement (MERS)</b> as described in <i>Pro Forma</i> Contract Section A.4.v.		5	
	<b>C.22.</b>	Provide a narrative describing the Respondent's understanding of and ability to satisfy the <b>Final Project Report</b> requirement described in <i>Pro Forma</i> Contract Section A.4.w.		2	
	<b>C.23.</b>	Provide a list of proposed system performance and availability measures the State can expect from Respondent.		4	

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	C.24.	Provide a narrative that describes the customary division of support between the vendor and the customer. Include standard roles and responsibilities definitions for both the vendor and the customer for new application releases, upgrades, and administrative functions.		3	
	C.25.	Provide a narrative that describes the customary product maintenance and enhancement cycle.		3	
	C.26.	Provide a narrative that describes product licensing options. Describe the support services included with each product licensing option, as applicable. Do <u>not</u> include <u>ANY</u> pricing in response to this question.		2	
	C.27.	Provide a narrative that describes the additional support services provided. Do <u>not</u> include <u>ANY</u> pricing in response to this question.		3	
	C.28.	Provide a narrative that describes the process involved in implementing your product for a new customer of similar size and scope of implementation as the State is envisioning.		5	
	C.29.	Include information regarding the staffing requirements to be met by the State in order to meet the schedule. Provide a description of the skills required and the quantities and levels of commitment for each skill.		4	
<p><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></p>					
				<b>Total Raw Weighted Score:</b>	
				<i>(sum of Raw Weighted Scores above)</i>	
<p><b>Total Raw Weighted Score</b></p>			<b>X 15</b>	<b>= SCORE:</b>	
<p><b>Maximum Possible Raw Weighted Score</b> <i>(i.e., 5 x the sum of item weights above)</i></p>					
<p><i>State Use – Evaluator Identification:</i></p>					
<p><i>State Use – Solicitation Coordinator Signature, Printed Name &amp; Date:</i></p>					
<p> </p>					

**ATTACHMENT D: TECHNICAL RESPONSE & EVALUATION GUIDE**

**TECHNICAL RESPONSE & EVALUATION GUIDE**

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

Valid Response Codes:

- SF = Standard Feature: No configuration required.
- CF = Configuration Feature: The solution uses programs, settings and parameters that are native to the proposed software solution. The software, once configured, will continue to be compatible with future releases and upgrades of the system.
- RQ = Report or Query Feature: provided through reporting and/or querying capabilities that are native to the proposed software solution. The software and reporting features of the software will continue to be compatible with future releases and upgrades of the system.
- TP = Third-Party Software Required: The feature requires the use of software that is provided by a third party and will continue to be compatible with future releases and upgrades of the system.
- NR = Next Release: the feature has been developed and will be available in the next release and will be compatible with future releases and upgrades of the system.
- MC = Customized to State Specifications: The Solution expands upon the programs, settings and parameters that are native to the proposed software solution. Future release or upgrades of the software may not be compatible with the delivered solution. Custom programming may be required before the solution can be used with future releases and upgrades.
- NA = Not Available: Cannot meet requirement. Blank responses will be assumed NA.
- SP = State Specific Design and Build: There is no commitment the solution will be compatible with future releases and upgrades.
- TX = Third-Party Software Exceptions: Limited future compatibility. The solution uses third-party software that may not be compatible with future releases and upgrades.

**SF, CF, RQ = 10                      TP, NR = 5                      MC = 3                      SP, NA = 0                      TX = 1**

**The Solicitation Coordinator will sum of the Raw Weighted Scores and transfer the Total Raw Weighted Score into this Requirements Evaluation Guide to calculate the section score.**

<b>PROPOSER LEGAL ENTITY NAME:</b>		
<b>Proposal Page # (to be completed by Proposer)</b>	<b>Requirement Matrix Item</b>	<b>Total Raw Weighted Score</b>
	<b>D.1.</b> Respond to each requirement in <b>Contract Attachment 2 – Requirements Matrix</b> as instructed on the first worksheet of the Excel workbook, “Instructions.” For this section, Respondent must provide its responses in the Excel file provided, and must provide both an electronic submission of the file in Excel format, and a printed copy of the same Excel file in its proposal. (Do not submit these files in PDF format.)	
<i>The Solicitation Coordinator will use the Total Raw Weighted Score 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>		

<b>Total Raw Weighted Score</b> <b>Maximum Possible Raw Weighted Score</b> <i>(i.e., 1 x the total number of Requirements)</i>	X <b>30</b> <i>(maximum possible score)</i>	= SCORE:	
<i>State Use – Evaluator Identification:</i>			
<i>State Use – Solicitation Coordinator Signature, Printed Name &amp; Date:</i>			

**ATTACHMENT E: TECHNICAL RESPONSE & EVALUATION GUIDE**

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

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

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

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

RESPONDENT LEGAL ENTITY NAME:				
Ref #	Oral Presentation and Demonstration Items	Item Score	Evaluation Factor	Raw Weighted Score
E.1.	<b>Demonstrate the following features and functionality in the Respondent’s proposed SaaS solution:</b>			
E.1.1.	Administrative Site  a) Show ease of navigation from a Central Navigation Point/Portal for different roles, such as HR, manager, and employee; including (but not limited to) employee profiles, tasks, and Employee/ Manager Central (as described on tab D, <i>Pro Forma Contract Attachment 2 – Requirements Matrix</i> )  b) Demonstrate the functionality of Secure System Access, including (but not limited to) setting access for specific users, groups, pages, and data levels; provide examples with at least two varying access types, e.g., manager, employee, director, etc.  c) Use the built-in Template Library to create and send/use at least two common templates that may include (but are not limited to) an offer letter, job description, performance evaluation, job posting; include digital signature capabilities.		<b>4</b>	
E.1.2.	Enabled System Workflow  a) Create at least one form with multi-level approval workflows, automatic email notifications and in-system task reminders. Include multiple data types, such as drop down, date, currency, text, etc.  b) Edit a saved form, workflow, email notification and task reminder, and a required field prompt  o Examples can include (but are not limited to) using the Employee Relations module: enter unemployment claims, complaints, investigations, FMLA requests, Workers’ Compensation claims, exit survey.		<b>5</b>	

E.1.3.	<p>Reporting and Analytics</p> <ul style="list-style-type: none"> <li>a) Generate at least two vendor-provided best practice reports and <ul style="list-style-type: none"> <li>a. export to Excel</li> <li>b. show graphing and charting capability</li> </ul> </li> <li>o Examples may include but are not limited to: performance reports, turnover/exit trends, learning needs, 360 degree assessments</li> <li>b) Generate organizational chart with both filled and vacant positions. Demonstrate system's capability to accurately display overlaps (more than one person in the same position number)</li> <li>c) Create a basic ad hoc report and export it electronically</li> </ul>		<b>5</b>	
E.1.4.	<p>Recruitment and Staffing</p> <ul style="list-style-type: none"> <li>a) Demonstrate submission of an employment application which includes document uploads from the public-facing site</li> <li>b) Navigate through the pre-employment process; perform a compare and rank of applicants and workflow a packet of candidate information through the system for approval</li> <li>c) Transition the approved applicant to onboarding portion of system, including (but not limited to) completing an onboarding checklist and signing relevant new employee policies.</li> </ul>		<b>5</b>	
E.1.5.	<p>Learning and Development</p> <ul style="list-style-type: none"> <li>a) Post training event to catalog and tie course to specific competencies it is designed to develop</li> <li>b) Search and register for a class</li> <li>c) Manage/approve registration</li> <li>d) Do a mass enrollment from an HR login</li> <li>e) Perform a group notification for a change of time/location</li> <li>f) Develop employee training plan</li> <li>g) Manage certifications and license maintenance requirements (track progress towards CEU requirements)</li> <li>h) Use data from skill gap analysis to suggest training</li> </ul>		<b>5</b>	
E.1.6.	<p>Performance Management</p> <ul style="list-style-type: none"> <li>a) Competency based performance management cycle</li> <li>b) Approval/response workflow designation, task reminders, email reminders</li> </ul>		<b>4</b>	
E.1.7.	<p>Strategic Planning</p> <ul style="list-style-type: none"> <li>a) Enter an operational strategic planned workflow through approvals</li> <li>b) Track and report on operational performance measures and goals</li> <li>c) Tie operational goals to individual performance plans</li> </ul>		<b>4</b>	

E.1.8.	<p>Succession Planning</p> <ul style="list-style-type: none"> <li>a) Show capability for authorized users to identify talent pools based on competencies</li> <li>b) Identify skill/competency gaps</li> <li>c) Create career plans, goals and show an example of tracked progress</li> </ul>		<b>4</b>	
E.1.9.	<p>Online Help Functionality</p> <ul style="list-style-type: none"> <li>a) Display online help documentation</li> <li>b) Show ease of navigation within the online Help, including context sensitive capability</li> <li>c) If online Help is customizable, demonstrate adding language to specify topic, adding entirely new topic, etc.</li> </ul>		<b>1</b>	

SECTION E Continued

RESPONDENT LEGAL ENTITY NAME:				
Ref #	Oral Presentation Items	Item Score	Evaluation Factor	Raw Weighted Score
E.2.	<b>Discuss the following:</b>			
E.2.1.	The Tennessee Department of State intends to use the TAMS SaaS solution to manage all aspects of the Employee Lifecycle. Describe highlights of how the Respondent has previously implemented their solution successfully with one of the clients provided as a reference. Address such things as initial planning, implementation, risks encountered and mitigated, etc.		1	
E.2.2.	Outline examples of how SOS daily operation disruptions will be minimized during the first weeks of SOS's TAMS implementation.		1	
E.2.3.	Explain how the system will manage the Privacy and Security of all employee records (especially as relates to the Respondent's cloud services provider).		1	
E.2.4.	Discuss how the Respondent handles response times if there is a system outage (vendor-related) and the ensuing communications-related activities centered around the outage. Explain how the system will provide data capturing while connectivity is unavailable, and specifically how Respondent will provide automatic updates to the system when connectivity is restored.		1	
E.2.5.	Describe how the Respondent handles ongoing Customer Support issues. Include details about the process from call-in and ticket creation all the way through to issue resolution.		1	
E.2.6.	Address the Change Management processes that Respondent currently has in place. Describe Respondent's approach to ongoing software modifications (both system bug fixes and customer requested enhancements), including what tools and methodology are used, any limitations for modifications, and assurance that modifications can be easily incorporated in future upgrades.		1	
E.2.7.	Explain backup and recovery abilities of all SOS data and Respondent's RTO for major system components and data. Describe a recent scenario (if applicable) in which these backup and recovery plans were implemented, i.e., a real-life DR situation with a client, OR examples of Respondent performing validation and testing on their DR processes to ensure they are valid and current.		1	
E.2.8.	Explain how the system will enable the SOS HR Division to manage external requests for employee records as relates to legal matters, i.e., if specific queries are already designed to accommodate this, if it will require ad hoc customization, etc. Include explanation of the system capability for Litigation Hold procedures.		1	
<b>Total Raw Weighted Score</b> (sum of Raw Weighted Scores above):				
The Solicitation Coordinator will use this sum and the formula below to calculate the score. Numbers rounded to two (2) places to the right of the decimal point will be standard for				

	<p><b>total raw weighted score</b></p> <p><b>maximum possible raw weighted score</b> <i>(i.e., 5 x the sum of item weights above)</i></p>	<p><b>X 20</b> <i>(maximum section score)</i></p> <p><b>= SCORE:</b></p>
	<p><i>State Use – Evaluator Identification:</i></p>	
	<p><i>State Use – Solicitation Coordinator Signature, Printed Name &amp; Date:</i></p>	

## **Cost Proposal & Evaluation Guide**

*For Qualified Respondents Only*

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

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, except changes as set forth in the response (refer to RFQ Attachment B, B.21), set out in the RFQ Attachment I, pro forma Contract.
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.

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. Both the Technical Response and the Cost Proposal submitted in response to the RFQ shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract pursuant to the RFQ.

- 9. 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:

\_\_\_\_\_

**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 30501-01317 REFERENCE QUESTIONNAIRE**

**RESPONDENT NAME:** \_\_\_\_\_

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.**

<b>NAME:</b>	
<b>TITLE:</b>	
<b>TELEPHONE #</b>	
<b>E-MAIL ADDRESS:</b>	

**(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.*

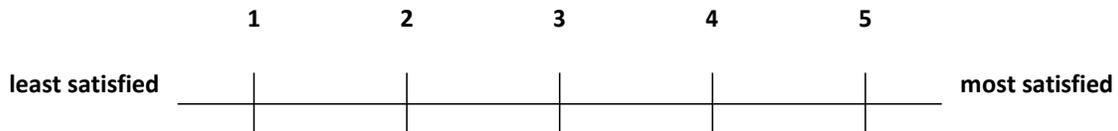
**1                      2                      3                      4                      5**

**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.*

1                      2                      3                      4                      5

least satisfied    \_\_\_\_\_ | \_\_\_\_\_ | \_\_\_\_\_ | \_\_\_\_\_ | \_\_\_\_\_    most satisfied

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

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

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

1                      2                      3                      4                      5

least satisfied    \_\_\_\_\_ | \_\_\_\_\_ | \_\_\_\_\_ | \_\_\_\_\_ | \_\_\_\_\_    most satisfied

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

**REFERENCE SIGNATURE:**

(by the individual completing this request for reference information)

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

**DATE:**

**RFQ # 30501-01317 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, hereinafter referred to as the "State" and **Contractor Legal Entity Name**, hereinafter referred to as the "Contractor," is for the provision of a Talent Acquisition and Management System (TAMS), as further defined in the "SCOPE OF SERVICES."

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

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

Contractor Edison Registration ID # **Number**

**A. SCOPE OF SERVICES:**

**A.1.** The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.

**A.2. Service Definitions.** Following are key definitions related to specific services requested in this Contract. Contract Attachment 1 – Glossary of Terms contains additional terms and acronyms used by the State related to the services requested in this Contract.

- a. **"Days"** shall mean calendar days unless otherwise stated in the Contract Section;
- b. **"Defect"** means a condition in the product or deliverable which does not meet requirements or end-user expectations (which may not be specified but are reasonable);
- c. **"Deliverables"** means the set of products to be delivered to the State by the Contractor to fulfill the terms of this Contract;
- d. **"Hours"** means sequential hours unless otherwise stated in the Contract Section;
- e. **"Modification and Enhancement Request" (MER)** means a request made in writing by the State to the Contractor to modify or enhance TAMS;

**A.3. Service Goal.** The goal is to achieve a solution of modules which are built to communicate with each other, providing seamless transitions and analytics in the system throughout the employee life cycle.

In order to achieve this goal, the State has proposed the following key milestones for TAMS:

TAMS Milestone	Description	Target Date
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TAMS Milestone	Description	Target Date
TAMS Phase 1	Deployment of HR administrative functions to SOS HR team, including: <ul style="list-style-type: none"> <li>• Ability to create workflows &amp; forms</li> <li>• Reporting and Analytics</li> <li>• Employee Relations</li> <li>• Document Management &amp; Imaging (either inherent to the vendor solution or compatible with third-party .api plug-ins)</li> </ul>	11/7/16
TAMS Phase 2	Deployment of Recruitment & Staffing module(s) to all SOS divisions	12/5/16
TAMS Phase 3	Deployment of Performance Management module(s) to all SOS divisions	07/1/17
TAMS Phase 4	Deployment of Learning & Development module(s) to all SOS divisions	09/01/17
TAMS Phase 5	Deployment of Strategic & Succession Planning module(s) to all SOS divisions	12/01/17

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

- a. Kickoff Meeting and Presentation. The Contractor shall participate in a State-led Kickoff Meeting. The purpose of the Kickoff Meeting shall be to introduce the Contractor to State project stakeholders, and ensure agreement regarding project objectives, roles and responsibilities, strategy, and known risks. The Contractor shall prepare and deliver a presentation for the kickoff meeting that synthesizes their approach to the overall project, provides high-level milestones, and introduces the Contractor team.
- b. Project Management and Reporting. The Contractor shall designate a single Project Manager to serve as the Contractor's primary point of contact for all activities and issues. The Contractor shall ensure its Project Manager provides sufficient management of the project to ensure all project activities are performed efficiently, accurately, and on schedule. The Contractor Project Manager shall coordinate as necessary with the State Business Project Manager to ensure Contractor activities are managed consistently with overall Contract requirements.

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

- (1) Project Management Plan. The Contractor shall work with the State Business Project Manager to develop a master Project Management Plan that describes the approach, activities, stages, duration, risks, and implementation for all Project work. The State will provide written acceptance of the Contractor's Project Management Plan. The State will be responsible for the master Project Management Plan. The Contractor shall prepare and provide to the State Business Project Manager the following for inclusion in the master Project Management Plan:
  - (i) Work Breakdown Structure (WBS) and Project Schedule: lists the work packages to be performed for the project, and a schedule baseline that will be used as a reference point for managing project progress as it pertains to schedule and timeline

- (ii) Resource Management Plan: explains how the Contractor will maintain a pool of resources for the project
  - (iii) Risk Management Plan: explains how project risks will be managed
  - (iv) Issue Management Plan: explains how project issues will be documented, tracked and reported, including the process for escalating issues for joint management decision by the Contractor and the State
  - (v) Change Management Plan: a proposed plan for managing project changes including, but not limited to, process, scope, resources, and implementation.
  - (vi) Release Management Plan: outlines procedures for release and deployment of system components, including details on how the Contractor will manage the release of software upgrades and enhancements.
- (2) Weekly Status Report. The Contractor shall prepare and submit to the State Business Project Manager a Weekly Status Report. The report shall contain a synopsis of the status of activities, outstanding issues and expected resolution dates, expended level of effort/burn rate, and key risks and issues. Items to be tracked in this report will include, at a minimum, open technical questions, requests for information, schedule of resources for the coming week, and requests for documentation.

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

- (3) Monthly Progress Report. The Contractor shall prepare and submit to the Project Steering Committee a Monthly Progress Report throughout the project's duration. Monthly Progress Reports shall contain, at a minimum:
- Progress toward project milestones
  - Explanations of schedule and cost variances relative to the previous month's progress report and the baseline schedule and cost projections
  - Updates on implementation
  - Status of deliverables
  - Action items and status
  - Status of Modification and Enhancement Requests (MERs)
- c. Requirements Verification and Fit-Gap Analysis. The Contractor shall work with State project team members, as identified by the State, to verify the requirements outlined in Contract Attachment 2 – Requirements Matrix, and to map and document the extent that the Contractor's solution meets each requirement. The Contractor shall use its responses to Contract Attachment 2 – Requirements Matrix, for the verification process. The Contractor shall document any necessary requirement changes or requirement gaps identified as a result of the requirements verification process.

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

High-level requirements for the TAMS system include:

- (1) System. The Solution shall be a web-based “Software as a Service” (SaaS) model which shall be hosted and provisioned by the Contractor. Detailed requirements for User-Defined Components, Data Import/Export, System Event Log, System Interfaces, System Documentation, System Processing Time, Session Timeout Requirements, and System Workflows can be found in Contract Attachment 2 – Requirements Matrix.

The vendor shall propose Solution performance and availability expectations as requested in RFQ Attachment C – Technical Response & Evaluation Guide – Technical Qualifications, Experience & Approach Items.

- (2) Reporting & Analytics. The Solution shall provide a method for authorized users to schedule and distribute reports directly from the solution. In addition, the solution shall include a user interface that will allow authorized users to develop new reports, both for ad hoc reporting and continued/scheduled reporting. More detailed requirements are incorporated into this contract in Contract Attachment 2 - TAMS Requirements.
- (3) Document Management/Imaging. The solution must either include a system-inherent document repository or be compatible with third-party .api plug-ins to scan, route, separate, search, and batch transfer all employee and SOS HR operational documents. More detailed requirements are incorporated into this contract in Contract Attachment 2 – TAMS Requirements.
- (4) Administrative Website. The Solution shall include an interface for use by authorized State employees to maintain the public-facing website. It shall also include an administrative section allowing SOS Human Resources staff to coordinate security/access, functions and communications within the system. More detailed requirements are incorporated into this contract in Contract Attachment 2 - TAMS Requirements.
- (5) Recruitment & Staffing. The Solution shall include functionality to support employee recruitment, onboarding and retention. This functionality shall include a public-facing website that will be utilized by job applicants, capable of accepting pre-employment documentation. More detailed requirements are incorporated into this contract in Contract Attachment 2 - TAMS Requirements.
- (6) Performance Management. The Solution must include a module that allows authorized users to manage all aspects of an employee’s performance through the performance management process. More detailed requirements are incorporated into this contract in Contract Attachment 2 - TAMS Requirements.
- (7) Learning & Development. The Solution must include a module to manage all aspects of an employee’s training and competency development. More detailed requirements are incorporated into this contract in Contract Attachment 2 - TAMS Requirements.
- (8) Planning. The Solution must include a module to assist the State with planning efforts, including the ability to enter Strategic Plans into the system, as well as a Succession Planning module for performing gap analyses when determining promotional/leadership readiness. More detailed requirements are incorporated into this contract in Contract Attachment 2 - TAMS Requirements.

- (9) Employee Relations. The solution must include the ability to manage all aspects of employee relations, with secure access based on access level privileges, primarily for SOS HR. More detailed requirements are incorporated into this contract in Contract Attachment 2 - TAMS Requirements.
- (10) Technical Architecture. The solution will operate in a manner compatible with the current architecture of the State and the Department of State. The solution will use a SQL Server database and will integrate with Microsoft Office products and with Microsoft Lync, SharePoint and Outlook products.
- (11) Hosting and Infrastructure Requirements

(i) Hardware and Software

The Contractor shall provide the hardware, software, communications, and other infrastructure necessary to meet the requirements of the contract at no additional cost to the State. The State is responsible for any hardware (PCs) to access the system, as well as any software licenses to access and utilize data extracts, such as SQL, Microsoft Excel or Microsoft Lync.

(ii) Hosting Environment

- a) The Contractor shall maintain a secure hosting environment to provide required services under this Contract. The Contractor shall provide a secure, Tier 4 data center to house equipment, with 24/7 system monitoring, managed firewall services, and managed backup services. The Contractor shall have an alternate secure hosting site available in the event that it is not possible to restore operations in the primary site within 48 hours.
- b) Network – The data center must have a redundant, fault-tolerant network and connections to the Internet. The Contractor shall benchmark speed and performance of data uploads based on expected file sizes and shall maintain sufficient network bandwidth to support concurrent uploads by multiple submitters, maintaining acceptable performance against the initial benchmarks. The State must agree to the initial benchmarks.

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

- c) Environmental Systems – The data center must have fault tolerant, redundant environmental systems, including power, temperature and humidity control, and fire suppression.
- d) Physical Security – The data center must be physically secured. Access must be restricted to authorized personnel using multi-layered controls and procedures. Policies for granting access must be in place and consistently followed. Access shall only be granted to those with a need to perform tasks in the data center.
- e) Network, Server and Application Security – The data center network must include robust firewall, intrusion prevention and intrusion detection systems to prevent and detect unauthorized access.
- f) System Access Monitoring – The contractor shall generate and review routine reports regarding system access. The contractor shall review the log information collected on a regular basis to identify unauthorized or inappropriate access to

any device or service within the network, suspicious network scans or other anomalies. The Contractor shall audit all attempted accesses that fail or succeed identification, authentication, and authorization requirements. In addition to the data captured in these reports, the Contractor's system shall retain additional detailed information, suitable for forensics that shall be provided to the State upon request. Log information shall be reviewed on a regular basis, as defined by systems security best practices and regulations (NIST, ARRA/HITECH, and HIPAA) and agreed to by the State.

- d. Interface Design. The Contractor shall create an Interface design deliverable that includes the following interfaces:
1. A way to import and extract data to and from the TAMS system
  2. Document Imaging System (if not part of vendor's SaaS solution) to and from the TAMS system
  3. Reporting services (SSRS) to the TAMS system via SQL 2008 R2 (and later versions)
  4. Bulk data transfers to and from other systems, including file formats such as CSV, TXT, and XML

The Contractor shall design the interfaces according to the requirements contained in Contract Attachment 2 – Requirements Matrix, System.

- e. Data Migration Plan. The Contractor shall work with the State to develop a plan describing the strategy, approach, and design for migrating existing employee data from Edison, the internally-developed Performance Evaluation System, and the State's FileNet system to TAMS. The Data Migration Plan shall describe how data for a single employee will be combined into a single record, along with recommendations to minimize the risk of incorrect data migration. The State will provide written acceptance of the Data Migration Plan.
- f. Test Plan. The Contractor shall develop and deliver a plan describing how the Contractor will coordinate, manage, and conduct thorough testing of the TAMS system prior to delivery to the State for User Acceptance Testing (UAT). The Plan shall include, at a minimum, testing all functionality, reports, correspondence, notices, and interfaces. Documentation of the inputs, outputs, problems identified, and corrections made shall be required, in the form of a functional test results document. Functional testing shall be performed by the Contractor on each module of the system. Individual sets of test data and test plans shall be created by the Contractor to completely test internal conditions of the system. The State will provide written acceptance of the Test Plan and reserves the right to request periodic updates to the document.

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

- Creating the appropriate test environment(s)
- Installing TAMS in the test environment
- Installing and configuring any automated testing tools/packages

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

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

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

The State will develop a User Acceptance Test (UAT) Plan and test scenarios, and will conduct UAT Testing. The Contractor shall be required to work with the State to facilitate and coordinate the execution of UAT in the designated test environment. The Contractor shall provide recommended processes and procedures for UAT in the Test Plan.

- g. Defect Tracking Log. The Contractor shall develop and maintain a Defect Tracking Log which shall include at a minimum, for each Defect:
  - (1) Unique tracking number
  - (2) Short name and description of the defect
  - (3) Reference to test condition that identified the defect
  - (4) Date Defect was identified
  - (5) Tester
  - (6) Disposition (e.g., Not a Defect, Fixed, Successfully Retested, etc.)
  - (7) Severity Level
  - (8) Description of changes made to correct Defect

The Contractor shall correct all defects as directed by and at the State's sole discretion. The Contractor shall deliver a daily Defect Tracking Report to the State's Business Project Manager upon commencement of User Acceptance Testing (UAT). The Defect Tracking Report shall be based on data recorded in a defect tracking tool.

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

- h. Implementation Plan. The Contractor shall create an Implementation Plan to describe its overall approach to implementation. The Implementation Plan shall describe, at a minimum, the following:
  - (1) Implementation preparation for data migration, security, staff training, personnel assignments, and level of resources required for each area
  - (2) Objectives and approach for components requiring installation, including utilization of the WAN, Intranet, Extranet and Internet
  - (3) Confirmation of the training schedule
  - (4) Backup and recovery procedures
  - (5) Contingency approach

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

- i. Backup and Recovery Plan. The Contractor shall create a Backup and Recovery Plan that supports multiple environments, failover environments, and Disaster Recovery. In order to prevent loss of data, the Contractor shall develop and implement recovery procedures, including the process for restoring data to its original or prior form. The Backup and Recovery Plan shall be updated, at a minimum, annually and shall include the results of any disaster recovery exercises conducted by the Contractor. The State will provide written acceptance of the Backup and Recovery Plan and reserves the right to request periodic updates to the document. The State requires a minimum of two hours RPO and a minimum 48 hours RTO.

- j. Contingency of Operations Plan. The Contractor shall develop and submit a Contingency of Operations Plan to specify planning for the remediation of specific systems, equipment, software, and/or operations in the event of critical impact resulting from natural, accidental or intentional events. The Contingency of Operations Plan shall document the Contractor's plans and procedures to maintain State support and shall include, but not be limited to the following:
- (1) Description of the Contractor's emergency management procedures and policy
  - (2) Description of how the Contractor will account for their employees during an emergency
  - (3) Planned temporary work locations or alternate Facilities
  - (4) How the Contractor will communicate with the State during emergencies
  - (5) List of primary and alternate Contractor points of contact, each with primary and alternate telephone numbers and e-mail addresses
  - (6) Procedures for protecting the State furnished equipment (if any)
  - (7) Procedures for safeguarding sensitive and/or classified State information (if applicable)

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

- k. Construct TAMS. The Contractor shall develop and configure the TAMS system, in accordance with the plans and requirements specified in Contract Sections A.4.b. through A.4.f. All construction work shall occur in the Contractor's technical environment.
- l. Construct Interfaces. The Contractor shall construct each interface, as defined in Contract Section A.4.d. and in Contract Attachment 2 – TAMS Requirements. The Contractor shall not be responsible for modifying legacy State applications, such as the Performance Evaluation System. However, the Contractor shall be responsible for working with the State and related business partners to construct and test interfaces. All interfaces shall be thoroughly documented by the Contractor.
- m. Conduct Testing. The Contractor shall perform all functional, system, and integration testing of TAMS, including interfaces and data migration, in accordance with Contract Section A.4.f. and the State-approved Test Plan. The Contractor shall be responsible for all aspects of system and integration testing. The Contractor shall perform testing of all interfaces, with the interaction and involvement of State personnel responsible for each interface. State staff shall actively provide input and feedback during the Plan's development. All testing shall be performed in the Contractor's technical environment. The Contractor shall conduct functional, system, integration, and regression testing during each phase of the TAMS project.

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

- n. Training. The Contractor will provide training services to the State related to the use of the TAMS system.
- (1) Training Plan. The Contractor will develop a Training Plan detailing specific training plans for each role type that will interact with the TAMS solution.
  - (2) Training Material. The Contractor shall develop and deliver to the State Train-the-Trainer material for the final TAMS functionality as approved by the State. Training material shall be prepared using State-standard Microsoft Office products. The Contractor will provide training materials for the State's designated trainers, including unlimited right to copy.
  - (3) Train-the-Trainer Training. The Contractor shall offer a train-the-trainer program to train State-designated TAMS Trainers using the Training Material developed in A.4.n.(2). A variety of training approaches may be proposed, such as:
    - On-site training

- Virtual classroom

The State reserves the right to make final determination of the training approach(es) to be used as part of the Train-the-Trainer Training.

- (4) Help Content. The Contractor shall develop and deliver content for the Help functions of TAMS.

The Contractor shall deliver the training components for each phase of the project to the State at least thirty (30) calendar days prior to User Acceptance Testing (UAT) for that phase as specified in the Project Schedule. The State will provide written acceptance of the Training Plan, Training Material and Help Content.

- o. User Acceptance Testing (UAT). The State will develop the UAT Test Plan and test scenarios based on provided test scripts. The Contractor shall provide dedicated support for User Acceptance testing, including a separate UAT testing environment, application and technical assistance during UAT, and correction of defects identified during UAT. The Contractor will record and track defects identified by the State using the Defect Tracking Log. When all defects have been corrected and UAT is deemed complete by the State, the State will approve User Acceptance Testing in writing, which shall signal the commencement of implementation of that project phase. The State will conduct User Acceptance Testing (UAT) during each phase of the TAMS project.
- p. TAMS Phase 1. This project phase involves the deployment of administrative functions to the SOS HR team. The modules to be rolled out include the ability to create workflows and forms, reporting and analytics, employee relations, and document management and imaging.
- (1) Migrate Production Data. The contractor shall work with the State to migrate data into TAMS, and test the results of the migration, in accordance with the State-approved Data Migration Plan.
- (2) Deploy TAMS. Access will be provided to the SOS HR team. The Contractor shall ensure adequate support is available, including three (3) days of on-site support at go-live.
- (3) Post-Implementation Assessment. The Contractor shall monitor the TAMS Phase 1 implementation and shall prepare and deliver to the State a Post-Implementation Assessment report, which shall describe any issues encountered during implementation, actions taken to remediate those issues, and lessons learned from the implementation. The State will review the Assessment and, if acceptable, will provide approval in writing. Upon State approval, TAMS Phase 2 will commence.
- q. TAMS Phase 2. This project phase involves the deployment of Recruiting and Staffing module(s) to all Department of State divisions. Upon completion of the Phase 2 implementation and acceptance by the State, the Contractor shall prepare and deliver a Post-Implementation Assessment. The State will review the Assessment and, if acceptable, will provide approval in writing. Upon State approval, TAMS Phase 3 will commence. The Contractor shall ensure adequate support is available, including three (3) days of on-site support at go-live.
- r. TAMS Phase 3. This project phase involves the deployment of Performance Management module(s) to all Department of State divisions. Upon completion of the Phase 3 implementation and acceptance by the State, the Contractor shall prepare and deliver a Post-Implementation Assessment. The State will review the Assessment and, if acceptable, will provide approval in writing. Upon State approval, TAMS Phase 4 will commence. The Contractor shall ensure adequate support is available, including three (3) days of on-site support at go-live.
- s. TAMS Phase 4. This project phase involves the deployment of Learning and Development module(s) to all Department of State divisions. Upon completion of the Phase 4 implementation and acceptance by the State, the Contractor shall prepare and deliver a Post-Implementation Assessment. The State will review the Assessment and, if acceptable, will provide approval in writing. Upon State approval,

TAMS Phase 5 will commence. The Contractor shall ensure adequate support is available, including three (3) days of on-site support at go-live.

- t. TAMS Phase 5. This project phase involves the deployment of Strategic and Succession Planning module(s) to all Department of State divisions. Upon completion of the Phase 5 implementation and acceptance by the State, the Contractor shall prepare and deliver a Post-Implementation Assessment. The State will review the Assessment and, if acceptable, will provide approval in writing. The Contractor shall ensure adequate support is available, including three (3) days of on-site support at go-live.
- u. Support and Maintenance. The Contractor shall provide support and maintenance for the TAMS system that will commence with the State's acceptance and written approval of the Post-Implementation Assessment report for TAMS Phase 1 and will continue throughout the Contract. The Contractor shall provide direct, second-tier technical support and shall maintain the operational readiness, interoperability, and conformance to specifications and requirements of TAMS.

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

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

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

- Make appropriate Contractor support resources available to the State between 7:00 A.M. and 5:00 P.M. Central Time, Monday through Friday, except State holidays, to provide the services described and detailed in this section.
- Diagnose and resolve problems reported by the State that have not been diagnosed and resolved at lower levels of support within the State. The State will determine the severity level of each reported problem. The levels and the corresponding Service Level Goals are indicated below:

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

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

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

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

The Contractor shall install all hardware and software patches, updates, and other utilities according to vendor recommendations and industry best practices, as required to

maintain system operations and security. All patches and updates shall be fully tested prior to implementation in the production environment.

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

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

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

- Server up-time and down-time;
- All critical outages, including issue and resolution;
- All changes, patches and upgrades implemented;
- System access; and
- Any other issues and resolution.

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

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

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

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

- (1) The State will request Modifications and Enhancements in writing to define the purpose and scope of the Modification or Enhancement. A Modification and Enhancement Request (MER) will include:
  - Requestor name and role
  - Brief description
  - Reason or justification

- Requirements and specifications
  - Request for a cost estimate, approximate time (hours) and resources necessary to complete the modification or enhancement
  - Requested or mandated delivery date
- (2) The Contractor shall prepare an Estimate for the MER. The Estimate shall include:
- Total Fixed Cost to deliver the Modification or Enhancement: the cost shall be based on the Contractor's estimate of the total number of hours required to deliver the Modification or Enhancement and the payment rates specified in Contract Section C.3.b. The Total Fixed Cost shall represent the maximum amount the State will compensate the Contractor for the Modification or Enhancement.
  - The estimated delivery date of the Modification or Enhancement.
  - The impact of delivering the Modification or Enhancement on TAMS operations and activities.
- (3) The State, at its sole discretion, may accept or reject the Contractor's Estimate.
- (i) If the State agrees to the Contractor's Estimate, the State shall provide acceptance in writing, which authorizes the Contractor to begin work according to the MER.
- (ii) If the State does not agree to the Contractor's Estimate, the State may:
- Elect not to proceed with the Modification or Enhancement;
  - Negotiate the Estimate with the Contractor;
  - Revise the MER to provide additional information to clarify the scope of the request.

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

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

- (4) The Contractor shall modify TAMS according to the MER, and shall thoroughly test the modifications
- (i) The Contractor shall prepare and provide to the State new or updated system and user documentation related to the Modification or Enhancement.
- (ii) The Contractor shall work with the designated State project team member to coordinate with Edison and other support vendors on any change that affects those systems.
- (iii) The Contractor shall host the test environment.
- (5) The State will test the delivered Modification or Enhancement to ensure that:
- The Modification or Enhancement completely provides the functions as required by the MER
  - The Modification or Enhancement has no deficiencies in documentation
  - The Modification or Enhancement has no defects in efficiency or performance.

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

- (6) The Contractor shall coordinate with the State to determine appropriate timing for implementation of any Modifications and Enhancements and in accordance with the State-approved Release Management Plan (see Contract Section A.4.b.(1)(vi)).

- w. Final Project Report. The Contractor shall create a Final Project Report using the SOS's Project Closure Report Form, summarizing project activities, lessons learned, and recommended next

steps. The Final Project Report shall be submitted to the State Business Project Manager no later

than fifteen (15) business days prior to the Contract End Date. The State will provide written acceptance of the Final Project Report.

**A.5. Service Reporting**

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

**A.6. Service Deliverables**

#	Deliverable	Contract Section(s)	Delivery Date
1	Kickoff Meeting Presentation	A.4.a	Within seven (7) calendar days after the Contract Period Beginning Date*
2	Work Breakdown Structure and Project Schedule	A.4.b.(1).(i)	Within thirty (30) calendar days of the Contract Period Beginning Date*
3	Resource Management Plan	A.4.b.(1).(ii)	Within thirty (30) calendar days of the Contract Period Beginning Date*
4	Risk Management Plan	A.4.b.(1).(iii)	Within thirty (30) calendar days of the Contract Period Beginning Date*
5	Issue Management Plan	A.4.b.(1).(iv)	Within thirty (30) calendar days of the Contract Period Beginning Date*
6	Change Management Plan	A.4.b.(1).(v)	Within thirty (30) calendar days of the Contract Period Beginning Date*
7	Release Management Plan	A.4.b.(1).(vi)	Within thirty (30) calendar days of the Contract Period Beginning Date*
8	Weekly Status Report	A.4.b.(2)	No later than the close of business on the first business day of the week
9	Monthly Progress Report	A.4.b.(3)	No later than the 5 <sup>th</sup> business day of the month
10	Requirements Verification and Fit-Gap Analysis	A.4.c	As mutually agreed upon by the State and Contractor in accordance with the Project Schedule
11	Interface Design	A.4.d	As mutually agreed upon by the State and Contractor in accordance with the Project Schedule
12	Data Migration Plan	A.4.e	As mutually agreed upon by the State and Contractor in accordance with the Project

			Schedule
13	Test Plan	A.4.f	As mutually agreed upon by the State and Contractor in accordance with the Project Schedule
14	Defect Tracking Log	A.4.g	As mutually agreed upon by the State and Contractor in accordance with the Project Schedule
15	Defect Tracking Reports	A.4.g	Daily upon commencement of User Acceptance Testing (UAT)
16	Implementation Plan	A.4.h	As mutually agreed upon by the State and Contractor in accordance with the Project Schedule
17	Backup and Recovery Plan	A.4.i	As mutually agreed upon by the State and Contractor in accordance with the Project Schedule
18	Contingency of Operations Plan	A.4.j	As mutually agreed upon by the State and Contractor in accordance with the Project Schedule
19	Software Test Results document	A.4.m	As mutually agreed upon by the State and Contractor in accordance with the Project Schedule
20	Training Materials and Trained Trainers	A.4.n	At least thirty (30) calendar days prior to the implementation of each project phase
21	User Acceptance Testing (UAT)	A.4.o	As mutually agreed upon by the State and Contractor in accordance with the Project Schedule
22	TAMS Phase 1 Go-Live	A.4.p	As mutually agreed upon by the State and Contractor in accordance with the Project Schedule
23	TAMS Phase 2 Go-Live	A.4.q	As mutually agreed upon by the State and Contractor in accordance with the Project Schedule
24	TAMS Phase 3 Go-Live	A.4.r	As mutually agreed upon by the State and Contractor in accordance with the Project Schedule

25	TAMS Phase 4 Go-Live	A.4.s	As mutually agreed upon by the State and Contractor in accordance with the Project Schedule
26	TAMS Phase 5 Go-Live	A.4.t	As mutually agreed upon by the State and Contractor in accordance with the Project Schedule
27	Support and Maintenance Plan	A.4.u	Within sixty (60) calendar days of the Contract Period Beginning Date*
28	Quarterly Service Level Reports	A.4.u.(1)	Quarterly upon commencement of Support and Maintenance
29	Monthly System Usage and Performance Reports	A.4.u.(3)	Monthly upon commencement of Support and Maintenance
30	Final Project Report	A.4.w	No later than fifteen (15) business days prior to the Contract Period End Date*

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

#### **A.7. 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.8. 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.9 Upgrades and Enhancement**

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

**A.10. Information Security Compliance**

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

<http://www.tn.gov/finance/oir/security/secpolicy.html>

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

**A.10. Annual Support, Maintenance and Licensing**

- a. Annual Support, Maintenance and Licensing Content. Annual support, maintenance and licensing shall include all updates, corrections and modification to the Contractor's software, as installed in the Solution, plus any updates, corrections, modifications or new versions of third party software. Additionally, annual support, maintenance and licensing shall include all new releases or versions of the Contractor's software as installed on the Solution.
- b. Annual Support, Maintenance and Licensing Fee. The annual support, maintenance and licensing fee shall include all licensing fees required by the Contractor's software plus all licensing fees required for any third party software that is included in the Solution.

**A.11. Secure Website**

- a. The Contractor shall host a secure project website for use by the Contractor and the State. The website landing page shall clearly indicate that TAMS is a State of Tennessee program and shall display logos, title, text and banner regarding unauthorized use.
- b. The website content shall only be accessible to authorized users. The Contractor shall create user accounts and manage access in accordance with the requirements of this contract.
- c. In no event may data be downloaded, uploaded, stored, submitted or received by or

- d. through personally owned data devices.
- d. The website shall be updated as warranted by changes or developments and upon request by the State.

**A.12. Support Center**

- a. The Contractor shall establish a support center and dedicated point(s) of contact to provide communication and technical assistance to the State.
- b. The Contractor shall provide support Monday through Friday, from 7:00 a.m. to 5:00 p.m. Central Time, with the exception of designated State holidays.
- c. The Contractor shall establish an email address dedicated to this initiative to facilitate communication and provide access to technical support.
- d. The Contractor shall provide a toll-free phone number to facilitate communication and provide access to technical support.
- e. The Contractor may establish additional points or modes of contact (e.g., chat or messaging through secure website) to expand or enhance access to service or support.
- f. The Contractor shall respond to any calls or messages within two (2) hours of receipt.

**A.13. Oversight/Auditing.** The Contractor shall, upon request, provide the State, or its designee, with any data and documentation the State deems necessary for oversight of the project requirements.

**A.14 Security Certification, Accreditation, Audit**

- a. At the State's request, the contractor shall provide proof of certification, accreditation, or audit on a yearly basis to the State to validate the hosting solution security. At a minimum, SOC2, Type 2 or ISO 27001/2 should be used.
- b. The Contractor shall represent and warrant that the Software / Application / Network shall be free from all computer viruses, worms, time-outs, time bombs, back doors, disabling devices and other harmful or malicious code intended to or which may damage, disrupt, inconvenience or permit access to the Software user's or another's software, hardware, networks, data or information. If the Contractor is aware of any security incident, vulnerability or other malicious code within their software or network, the Contractor shall immediately disclose this information to the State via telephone and e-mail, as well as identify a timeline to mitigate and eliminate the risk.
- c. At the end of the term of the contract all data will be returned to the State from the Contractor. At the termination of the contract the contract media will be sanitized in accordance with NIST Publication 800-88.
- d. All confidential data will be encrypted at rest and during transit.
- e. All State data will reside in the United States.
- f.

**B. CONTRACT PERIOD:**

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)**. The payment rates in section C.3 shall constitute the

entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

**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 rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in section C.1.

- a. The Contractor’s compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section A.
- b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

<b>Service Description</b>	<b>Amount</b> (per compensable increment)
<p>Completion and State approval of the following Deliverables:</p> <ul style="list-style-type: none"> <li>• Deliverable #2: Project WBS and Schedule – as detailed in Contract Section A.4.b.(1)(i)</li> <li>• Deliverable #3: Resource Management Plan – as detailed in Contract Section A.4.b.(1)(ii)</li> <li>• Deliverable #4: Risk Management Plan - as detailed in Contract Section A.4.b.(1)(iii)</li> <li>• Deliverable #5: Issue Management Plan - as detailed in Contract Section A.4.b.(1)(iv)</li> <li>• Deliverable #6: Change Management Plan - as detailed in Contract Section A.4.b.(1)(v)</li> <li>• Deliverable #7: Release Management Plan – as detailed in Contract Section A.4.b.(1)(vi)</li> </ul>	<p><b>\$ [NUMBER]</b> 10% of the Total Implementation Cost</p>
<p>Completion and State approval of the following Deliverables:</p> <ul style="list-style-type: none"> <li>• Deliverable #10: Requirements Verification and Fit-Gap Analysis – as detailed in Contract Section A.4.c.</li> <li>• Deliverable #11: Interface Design – as detailed in Contract Section A.4.d.</li> <li>• Deliverable #12: Data Migration Plan – as detailed in Contract Section A.4.e.</li> <li>• Deliverable #13: Test Plan – as detailed in Contract Section A.4.f.</li> </ul>	<p><b>\$ [NUMBER]</b> 5% of the Total Implementation Cost</p>
<p>Completion and State approval of the following Deliverables:</p> <ul style="list-style-type: none"> <li>• Deliverable #16: Implementation Plan – as detailed in Contract Section A.4.h.</li> <li>• Deliverable #17: Backup and Recovery Plan – as detailed in Contract Section A.4.i.</li> <li>• Deliverable #18: Contingency of Operations Plan – as detailed in Contract Section A.4.j.</li> <li>• Deliverable #19: Software Test Results Document – as detailed in Contract Section A.4.m.</li> </ul>	<p><b>\$ [NUMBER]</b> 5% of the Total Implementation Cost</p>

Completion and State approval of the following Deliverables: <ul style="list-style-type: none"> <li>Deliverable #20: Training Material and trained trainers – as detailed in Contract Section A.4.n.</li> <li>Deliverable #21: User Acceptance Testing (UAT) – as detailed in Contract Section A.4.o.</li> </ul>	<b>\$ [NUMBER]</b> 5% of the Total Implementation Cost
Completion and State approval of TAMS Phase 1 implementation as indicated by written State approval of the Post-Implementation Assessment Report – as detailed in Contract Section A.4.p.	<b>\$ [NUMBER]</b> 15% of the Total Implementation Cost
Completion and State approval of TAMS Phase 2 implementation as indicated by written State approval of the Post-Implementation Assessment Report – as detailed in Contract Section A.4.q.	<b>\$ [NUMBER]</b> 15% of the Total Implementation Cost
Completion and State approval of TAMS Phase 3 implementation as indicated by written State approval of the Post-Implementation Assessment Report – as detailed in Contract Section A.4.r.	<b>\$ [NUMBER]</b> 15% of the Total Implementation Cost
Completion and State approval of TAMS Phase 4 implementation as indicated by written State approval of the Post-Implementation Assessment Report – as detailed in Contract Section A.4.s.	<b>\$ [NUMBER]</b> 15% of the Total Implementation Cost
Completion and State approval of TAMS Phase 5 implementation as indicated by written State approval of the Post-Implementation Assessment Report – as detailed in Contract Section A.4.t.	<b>\$ [NUMBER]</b> 15% of the Total Implementation Cost
<b>Total Implementation Amount</b>	<b>\$ [NUMBER]</b>

Service Description	Amount (per compensable increment)				
	Contract Year One	Contract Year Two	Contract Year Three	Contract Year Four	Contract Year Five
<b>Support and Maintenance<sup>1</sup></b> – as detailed in Contract Section A.4.u.	\$ [NUMBER] per year	\$ [NUMBER] per year	\$ [NUMBER] per year	\$ [NUMBER] per year	\$ [NUMBER] per year

<sup>1</sup>No Support and Maintenance fee shall be accumulated or invoiced by the Contractor until TAMS Phase 2 is deployed and active. Support and Maintenance fees for Contract Year One will be paid by the State proportionally based on date of implementation. Contract Year One Support and Maintenance fees shall be invoiced by the Contractor in quarterly installments. Support and Maintenance fees for all other contract years awarded under the Contract shall be invoiced by the Contractor in equal quarterly installments, each equal to one-quarter the yearly contract amount, provided the combined quarterly invoices do not exceed the yearly contracted amount. Quarterly installments for all Support and Maintenance fees shall correspond with the State's fiscal year.

Service Description	Service Rates (per compensable increment)				
	Contract Year One	Contract Year Two	Contract Year Three	Contract Year Four	Contract Year Five
<b>Modification and Enhancement Requests (MERs) – as detailed in Contract Section A.4.v.</b>					
Project Manager	\$ [NUMBER] per hour	\$ [NUMBER] per hour	\$ [NUMBER] per hour	\$ [NUMBER] per hour	\$ [NUMBER] per hour
Business/System Analyst	\$ [NUMBER] per hour	\$ [NUMBER] per hour	\$ [NUMBER] per hour	\$ [NUMBER] per hour	\$ [NUMBER] per hour

Programmer	\$ [NUMBER] per hour				
Database Administrator	\$ [NUMBER] per hour				
Trainer	\$ [NUMBER] per hour				

- c. The Contractor shall be compensated for modifications and enhancements requested and performed pursuant to Contract Section A.4.v without a formal amendment of this contract based upon the payment rates detailed in the Modifications and Enhancements Requests portion of Contract Section C.3.b above and as agreed pursuant to said Section A.4.v, PROVIDED THAT compensation to the Contractor for such modification and enhancement work does not exceed seven percent (7%), or \$ [NUMBER], of the Total Implementation amount in C.3.b above. If, at any point during the Contract period, the State determines the cost of necessary Professional Services work would exceed said maximum amount, the State may amend this Contract to address the need.

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

**C.5. Invoice Requirements.** The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in section C.3, above, and present said invoices no more often than monthly, with all necessary supporting documentation, to:

TN Secretary of State  
Human Resources Department  
312 Rosa L. Parks Ave.  
William R. Snodgrass Tennessee  
Tower  
Nashville, TN 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

- (1) Invoice Number (assigned by the Contractor)
- (2) Invoice Date
- (3) Contract Number (assigned by the State)
- (4) Customer Account Name: TN Department of State
- (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
- (6) Contractor Name
- (7) Contractor Tennessee Edison Registration ID Number Referenced in Preamble of this Contract
- (8) Contractor Contact for Invoice Questions (name, phone, and/or fax)
- (9) Contractor Remittance Address
- (10) Description of Delivered Service
- (11) Complete Itemization of Charges, which shall detail the following:

- i. Service or Milestone Description (including name & title as applicable) of

- each service invoiced
- ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced
- iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced
- iv. Amount Due by Service
- v. Total Amount Due for the invoice period

b. The Contractor understands and agrees that an invoice under this Contract shall:

- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
- (2) only be submitted for completed service and shall not include any charge for future work;
- (3) not include sales tax or shipping charges; and
- (4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice 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 matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.

**C.7. Invoice Reductions.** The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.

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

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

- a. The Contractor shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once said form is received by the State, all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH).
- b. The Contractor shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number detailed by said form must agree with the Contractor's Federal Employer Identification Number or Tennessee Edison Registration ID referenced in this Contract.

**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. 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.3. 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.4. 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.5. 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.6. 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.7. 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.8. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal or state law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.9. 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 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.
  - b. 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.
  - c. 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.10. 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.11. 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.12. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.13. 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.14. 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.15. 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.16. 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.17. 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.18. 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.19. 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.20. 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.21. 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.22. 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.23. State and Federal Compliance. The Contractor shall comply with all applicable state and federal laws and regulations in the performance of this Contract.
- D.24. 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.25. 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.26. 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.27. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.28. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:
- a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
  - b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below), which includes Attachment 2: Requirements Matrix.
  - 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, these special terms and conditions shall control.

**E.2. Confidentiality of Records.** Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

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

**E.3. Ownership of Software and Work Products.**

a. Definitions.

- (1) "Contractor-Owned Software," which 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," which shall mean customized application software developed by Contractor solely for State.
- (3) "Rights Transfer Application Software," which 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," which shall mean software not owned by the State or the Contractor.
- (5) "Work Product," which 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 for the State during the course of the project using State's money or resources, including Custom-Developed Application Software. If the system solution includes Rights Transfer Application Software, the definition of Work Product shall also include such 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 herein.
- (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 shall execute any other documents that State or its counsel deem necessary or desirable to document this transfer and/or allow State to register its claims and rights to such intellectual property rights or enforce them against third parties, and Contractor shall cooperate fully in the foregoing endeavors.

- (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 thereby.
- c. Nothing in this Contract shall prohibit the Contractor's use for its own purposes of the general knowledge, skills, experience, ideas, concepts, know-how, and techniques obtained and used during the course of providing the services requested under this Contract.
- d. Nothing in the Contract shall prohibit the Contractor from developing for itself, or for others, materials which are similar to and/or competitive with those that are produced under this Contract.

**E.4. State Furnished Property.**

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

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

**E.6. Contractor Commitment to Diversity.**

The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's proposal responding to RFQ-30501-01317 (Attachment 5) and resulting in this Contract.

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

**E.7. Partial Takeover.**

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

**E.8. Unencumbered Personnel.** The Contractor shall not restrict its employees, agents, subcontractors or principals who perform services for the State under this Contract from performing the same or similar services for the State after the termination of this Contract, either as a State employee, an independent contractor, or an employee, agent, subcontractor or principal of another contractor with the State.

**E.9. 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.

The Contractor shall completely indemnify the State in the event of a security breach.

**IN WITNESS WHEREOF,**

**CONTRACTOR LEGAL ENTITY NAME:**

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**CONTRACTOR SIGNATURE**

**DATE**

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**PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)**

**STATE AGENCY NAME:**

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**NAME & TITLE**

**DATE**

## GLOSSARY OF TERMS

TERM	DEFINITION
Access level privileges	Secure access to the system that is granted by role, specific person, groups, etc.
Admin / Administrative Users	The State of Tennessee staff members who have authority to update configuration parameters, i.e., SOS HR
Archived Data	Data that has been removed from the Active Data population. It is stored in a manner that will not impact on the retrieval and process time for Active Data, but is available to be queried, reported and restored as necessary.
Authorized user	"Authorized user" is a generic term to denote that a person has been granted the permissions to perform the task within the security management area.
SOS	Acronym used to refer to the network, staffing divisions (i.e., SOS HR), or data components for the Tennessee Department of State
SOS HR	Human Resources department for all divisions of the Tennessee Department of State; primary staff seeking a TAMS solution.
Data	
Active Data	Data that has not reached the point of being archived. Must be available for daily processing.
SOS Data	All data associated with the Tennessee Department of State (SOS)
Data at rest	Information stored on file servers, repositories (like Exchange or SharePoint servers), Web servers, and in Cloud Storage.
Data in motion	Data sent over networks of any kind.

Edison	<p>Edison is the name of The State's Enterprise system (ERP). In addition to the basic features of Edison for personnel management, payroll processing and other functions, data, in the form of xls, xml and csv files, are extracted from Edison for processing within the Tennessee Department of State. If pre-defined file formats are met, select data can be transferred into Edison.</p> <p>Transfers of files between computer interfaces is via SFTP. The TAMS system is an expansion on Edison to provide the Comptroller's Office with features that are not available from Edison. The TAMS</p>
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**REQUIREMENTS MATRIX**

**This is a placeholder for the attached Excel Spreadsheet that must be submitted as part of the procurement process.**

### Performance Requirements and Payment Reductions

Performance Standard		Applicable Penalty for Failure to Meet Standard	
1	<p>Within one (1) hour from the time a Severity Level 1 problem is reported to the Contractor, the Contractor shall assign dedicated resources as required to solve the problem.</p> <p><i>(Reference Section A.4.u.(1))</i></p>	<p>Five Hundred Dollars (\$500.00)</p>	<p>Per incident, per hour &gt; 1 hour</p>
2	<p>Within four (4) hours from the time a Severity Level 2 problem is reported to the Contractor, the Contractor shall assign dedicated resources as required to solve the problem.</p> <p><i>(Reference Section A.4.u.(1))</i></p>	<p>One Hundred Dollars (\$100.00)</p>	<p>Per incident, per hour &gt; 4 hours</p>
3	<p>Within 24 hours from the time a Severity Level 3 problem is reported to the Contractor, the Contractor shall assign resources to solve the problem within a mutually agreed upon timeframe.</p> <p><i>(Reference Section A.4.u.(1))</i></p>	<p>One Hundred Dollars (\$100.00)</p>	<p>Per incident, per calendar day &gt; 1 day</p>
4	<p>Provide Quarterly Service Level reports by the 10th business day of the following quarter.</p> <p><i>(Reference Section A.4.u.(1))</i></p>	<p>One Hundred Dollars (\$100.00)</p>	<p>Per calendar day after failure to supply</p>
5	<p>Provide Monthly System Usage and Performance Reports by the 5<sup>th</sup> business day of the following month.</p> <p><i>(Reference Section A.4.u.(3))</i></p>	<p>One Hundred Dollars (\$100.00)</p>	<p>Per calendar day after failure to supply</p>
6	<p>Provide Work Breakdown Structure and Project Schedule within 30 calendar days of the Contract Period Beginning Date.</p>	<p>One Hundred Dollars (\$100.00)</p>	<p>Per calendar day after failure to supply</p>

	<i>(Reference Section A.6.)</i>		
7	Provide Weekly Project Status Reports by the first business day of the week. <i>(Reference Section A.6.)</i>	One Hundred Dollars (\$100.00)	Per calendar day after failure to supply
8	Provide Monthly Progress Reports by the 5 <sup>th</sup> business day of the month. <i>(Reference Section A.6.)</i>	One Hundred Dollars (\$100.00)	Per calendar day after failure to supply
9	Provide Requirements Verification and Fit-Gap Analysis by mutually-agreed upon date in the Project Schedule. <i>(Reference Section A.6.)</i>	One Hundred Dollars (\$100.00)	Per calendar day after failure to supply
10	Provide Test Plan by mutually-agreed upon date in the Project Schedule. <i>(Reference Section A.6.)</i>	One Hundred Dollars (\$100.00)	Per calendar day after failure to supply
11	Provide Defect Tracking Reports daily upon commencement of User Acceptance Testing (UAT). <i>(Reference Section A.6.)</i>	One Hundred Dollars (\$100.00)	Per business day not supplied
12	Provide Training Materials and Trained Trainers at least 30 calendar days prior to the implementation of each project phase. <i>(Reference Section A.6.)</i>	One Hundred Dollars (\$100.00)	Per calendar day after failure to supply
13	Provide State-approved Support and Maintenance Plan within 60 days of Contract Period Beginning Date. <i>(Reference Section A.6.)</i>	One Hundred Dollars (\$100.00)	Per calendar day after failure to supply
14	Provide State-approved Final Project Report no later than 15 days prior to the Contract Period End Date. <i>(Reference Section A.6.)</i>	One Hundred Dollars (\$100.00)	Per calendar day after failure to supply

**ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE**

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

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

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**CONTRACTOR SIGNATURE**

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

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**PRINTED NAME AND TITLE OF SIGNATORY**

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**DATE OF ATTESTATION**

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*(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)**