



STATE OF TENNESSEE  
TREASURY DEPARTMENT

**REQUEST FOR PROPOSALS # 30901-58424  
AMENDMENT # 2  
FOR TENNESSEE CONSOLIDATED RETIREMENT  
SYSTEM NEW PENSION ADMINISTRATION SYSTEM**

DATE: April 17, 2024

RFP # 30901-58424 IS AMENDED AS FOLLOWS:

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

EVENT	TIME (central time zone)	DATE	UPDATED OR CONFIRMED
1. RFP Issued		March 5, 2024	CONFIRMED
2. Disability Accommodation Request Deadline	2:00 p.m.	March 8, 2024	CONFIRMED
3. Pre-response Teleconference	11:30 a.m.	March 11, 2024	CONFIRMED
4. Notice of Intent to Respond Deadline	2:00 p.m.	March 12, 2024	CONFIRMED
5. Written "Questions & Comments" Deadline	2:00 p.m.	March 15, 2024	CONFIRMED
6. State Response to Written "Questions & Comments"		April 4, 2024	CONFIRMED
7. Second & Final Round of Written "Questions & Comments" (Follow-Up Questions & Comments) Deadline (See RFP Section 1.4.4.)	2:00 p.m.	April 18, 2024	CONFIRMED
8. State Response to Second & Final Round of Written "Questions & Comments"		May 2, 2024	CONFIRMED
9. Technical Response and Cost Proposal Deadline	2:00 p.m.	May 9, 2024	CONFIRMED
10. State Completion of Technical Response Evaluations		May 31, 2024	CONFIRMED
11. State Schedules Respondent Oral Presentations (Respondent Finalists Only)		June 3, 2024 – June 14, 2024	CONFIRMED

12. Respondent Oral Presentations (Respondent Finalists Only)	8:00a.m. – 4:30 p.m.	June 17, 2024 – June 21, 2024	CONFIRMED
13. State Opening & Scoring of Cost Proposals (Finalists Only)	2:00 p.m.	June 24, 2024	CONFIRMED
14. Negotiations (Optional to the State)		June 25, 2024 – July 1, 2024	CONFIRMED
15. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	July 8, 2024	CONFIRMED
16. End of Open File Period		July 15, 2024	CONFIRMED
17. State sends contract to Contractor for signature		July 16, 2024	CONFIRMED
18. Contractor Signature Deadline	2:00 p.m.	July 22, 2024	CONFIRMED

**2. Delete Section A.16. of the *Pro Forma Contract (RFP Attachment 6.6)* in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):**

A.16. Cyber Incidents or Breaches. The Contractor shall notify the State immediately, but no later than twenty-four (24) hours of the Contractor becoming aware of a suspected or confirmed instance of unauthorized access to or potential disclosure of State Data in the custody or control of the Contractor by virtue of the services provided to the State hereunder or in the custody or control of a subcontractor used by Contractor under this Contract, or a file transfer platform (a “Security Incident”). Immediately thereafter, the Contractor shall provide to the State all information and reports relative to the Security Incident; this includes information and reports in the possession of any subcontractor or cyber security firm acting on behalf of the Contractor for the purpose of responding, containing, or remediating against such Security Incident. The Contractor shall take all necessary measures to halt any further unauthorized disclosures. The Contractor will (i) at State’s sole discretion, either undertake remediation efforts at its sole expense or reimburse the State for State’s reasonable costs and expenses in connection with taking remediation efforts, and (ii) ensure that the plan associated with such remediation efforts includes components aimed at preventing the recurrence of the same type of Security Incident. The State shall have the sole right to determine remediation efforts, and (i) whether notice of any Security Incident will be provided to any individuals, regulators, law enforcement agencies or consumer reporting agencies and (ii) the contents of such notice, whether any type of remediation may be offered to affected individuals, and the nature and extent of any such remediation. Notwithstanding the foregoing, the Contractor may, without the State’s approval, provide notice of any Security Incident if required by law, rule, or regulation or at the request of any governmental or regulatory authority whose request must be honored pursuant to law or regulation and only to the extent specifically required.

Notwithstanding anything in this Contract to the contrary, the State reserves the right to use the Contractor’s name in the notification of any such Security Incident. The Contractor agrees to pay actual costs associated with providing notification of the Security Incident to affected individuals and any associated mitigation costs incurred by State including, but not limited to, costs associated with the State providing its own notification to affected individuals, in addition to the notification provided by the Contractor. The Contractor also agrees to pay the actual costs for identity theft and restoration services, credit monitoring, and identity theft insurance coverage up to at least one million dollars (\$1,000,000) in stolen funds per affected individual, if the State

determines in its sole discretion that a Security Incident by the Contractor is significant enough to warrant such measures. The Contractor shall also reimburse State for all other reasonable costs, expenses, damages, and other losses resulting from any Security Incident involving State Data.

Upon written or oral notice by the State to do so, the Contractor shall by no later than ten (10) business days after receipt of the notice provide all affected individuals with notification of the breach and with access to the following for up to at least ~~twelve (12) months~~ **five (5) years**: identity theft and restoration services, credit monitoring, and identity theft insurance coverage up to at least one million dollars (\$1,000,000) in stolen funds per affected person, and call center services. Notification of the breach and access to identity theft protection and restoration services, credit monitoring services, and identity theft insurance coverage occurs when the Contractor puts a letter in the mail as first-class mail using the U.S. Postal Service notifying affected individuals of these services and coverage. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to the State under this Contract or otherwise available at law. The obligations set forth in this Section shall survive termination of this Contract.

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