STATE OF TENNESSEE
TREASURY DEPARTMENT

REQUEST FOR PROPOSALS # 30901-26615
AMENDMENT # 2
FOR TEAMS REPLACEMENT, ELECTRONIC PLEDGE/RELEASE MANAGEMENT SYSTEM (TANDEM)

DATE: 06/12/2015

RFP # 30901-26615 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
1. RFP Issued		05.14.2015
2. Disability Accommodation Request Deadline	2:00 p.m.	05.19.2015
3. Pre-response Teleconference	10:00 am.	05.20.2015
4. Notice of Intent to Respond Deadline	2:00 p.m.	05.21.2015
5. Request for Enterprise Technology Architecture	2:00 p.m.	05.21.2015
6. Written "Questions & Comments" Deadline	2:00 p.m.	05.28.2015
7. Request for non-State standard product approval	2:00 p.m.	05.28.2015
8. State Response to Written "Questions & Comments"		06.09.2015
9. Response Deadline	2:00 p.m.	06.19.2015
10. State Completion of Technical Response Evaluations		07.08.2015
11. State Opening & Scoring of Cost Proposals	2:00 p.m.	07.09.2015
12. State Notice of Intent to Award Released and RFP Files Opened for Public Inspection	2:00 p.m.	07.14.2015
13. End of Open File Period		07.21.2015
14. State sends contract to Contractor for signature		07.22.2015
15. Contractor Signature Deadline	2:00 p.m.	07.29.2015

2. **Delete RFP Attachment 6.6 section B. in its entirety and insert the following in its place** (any sentence or paragraph containing revised or new text is highlighted)**:**

B. TERM OF CONTRACT:

This Contract shall be effective on August 15, 2015 ("Effective Date") and extend for a period of sixty (60) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

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.

STATE OF TENNESSEE
TREASURY DEPARTMENT

REQUEST FOR PROPOSALS # 30901-26615
AMENDMENT # 1
FOR TEAMS REPLACEMENT, ELECTRONIC PLEDGE/RELEASE MANAGEMENT SYSTEM (TANDEM)

DATE: 06/09/2015

RFP # 30901-26615 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
1. RFP Issued		05.14.2015
2. Disability Accommodation Request Deadline	2:00 p.m.	05.19.2015
3. Pre-response Teleconference	10:00 am.	05.20.2015
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5. Request for Enterprise Technology Architecture	2:00 p.m.	05.21.2015
6. Written "Questions & Comments" Deadline	2:00 p.m.	05.28.2015
7. Request for non-State standard product approval	2:00 p.m.	05.28.2015
8. State Response to Written "Questions & Comments"		06.09.2015
9. Response Deadline	2:00 p.m.	06.19.2015
10. State Completion of Technical Response Evaluations		07.08.2015
11. State Opening & Scoring of Cost Proposals	2:00 p.m.	07.09.2015
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13. End of Open File Period		07.21.2015
14. State sends contract to Contractor for signature		07.22.2015
15. Contractor Signature Deadline	2:00 p.m.	07.29.2015

2. State responses to questions and comments in the table below amend and clarify this RFP.

Any restatement of RFP text in the Question/Comment column shall NOT be construed as a change in the actual wording of the RFP document.

	QUESTION / COMMENT	STATE RESPONSE
1	Requirements Matrix – Instructions Should we use the response MC when the solution as it stands today needs customization and that customization will always be included in future releases and upgrades?	No. The MC code is specific to a custom programming that is required by the State that will NOT be compatible with future releases and upgrades. See Definition for "MC" in the Requirements Matrix – Instructions. The "CF" code should be used for customizations that will be compatible with future releases and upgrades.
2	Requirements Matrix – Instructions If we use MC and intend to include the customizations in all future releases and upgrades, is it satisfactory to make that statement for each response for which it applies?	No. That will be a "CF" Code.
3	Requirements Matrix – (A) System # 8 – The solution provides an application level calendar for business day processing. Does this requirement mean a separate calendar is needed for each Participant Bank? How would the different calendars be used?	The State requires one calendar that can be updated by authorized State staff for the Federal Reserve Bank Holiday schedule. This holiday schedule should be used for both processing and settling of ACH transactions and Wire transactions. Participants can use the solution to request an ACH or Wire transaction on a Federal Reserve Bank Holiday however; the solution must provide for days to process and settle both types of transactions on a Non-Bank Holiday.
4	Requirements Matrix – (A) System # 9 – The solution provides separation and access by Fund. The fund information includes fund controls for income, pricing type, fees, minimums and fund balances, NAV and summaries of daily activity. How do you anticipate using access by Portfolio? Please differentiate Portfolio access and controls from Fund access and controls?	The hierarchy required by the State is: Fund – Portfolios – Participants (Participant Entities) – Account – Subaccount. A fund represents one investment Portfolio comprised of the local governments' collective pooled cash. Examples of current State Portfolios: LGIP, COE, Intermediate Term Investment Fund (ITIF), etc.
5	Requirements Matrix – (A) System #13 - We create a confirmation email. Is email satisfactory?	This is a desirable not a mandatory feature. An email application approval letter should be satisfactory.
6	Requirements Matrix – (A) System #20 – How do you see this being	See required hierarchy on #4. Assets will be held specifically by each fund and will not be shared.

	QUESTION / COMMENT	STATE RESPONSE
	implemented? See question number 2.	
7	Requirements Matrix – (A) System #22 – What amounts are you specifically referring to?	Some of the funds require the calculation of share price while other funds maintain a stable dollar. The solution should be able to handle the different valuations.
8	Requirements Matrix – (A) System #23 and #24 – Does the Withdrawal Limit pertain to each individual withdrawal made by an account while Spending Limits pertain to the total of withdrawals for an account?	Spending Limits and Withdrawal Limits are the same thing. Withdrawal Limits can be used for both questions.
9	Requirements Matrix – (A) System #23 - Should the operator be allowed to override the Withdrawal Limit and allow the withdrawal to take place?	The operator should not be allowed to override the withdrawal limit. The withdrawal limit may be modified, if necessary.
10	Requirements Matrix – (A) System #24 – What frequencies to you require? Is the Spending Limit per fund? Can the account have its own spending limit different from the fund spending limit?	Currently only one fund has a spending limit. The spending (withdrawal) limit is based on the average market value of each participant account and will be loaded to the solution after the amount is approved by the board each fiscal year (10/15/Y1 – 7/15/Y2). Withdrawals are allowed only 4 times a year (October 15, January 15, April 15, & July 15). However, Treasury is requiring the flexibility to allow staff to load, modify, and set frequency of spending limits for applicable portfolios.
11	Requirements Matrix – (A) System #34 – Is it correct that the Spending Limit applies to each account that has purchased the fund? We currently carry an annual spending limit at the account level which the operator is allowed to update.	The spending limit is specific to each participant and is based on a 3 year average of Calendar year end balance of the two corpus accounts for each participant. The spending limit will be determined by the State and will be supplied to the solution.
12	Requirements Matrix – (A) System #35 – Should this be set up as a scheduled event that does not require operator intervention? If necessary, should operator entry be allowed to enter the NAV and/or run the module that calculates and retrieves the NAV from QED?	This entire process is currently manual. The State is looking to automate the process. This will be monitored by State personnel and if errors occur, they should have the ability to correct them.
13	Requirements Matrix – (A) System #37 These are real time activities which should be processed as first a reversal then the corrected transaction. Since these transactions are not processed in a “batch cycle” which response code would be appropriate?	Currently, each step in the reversal and correction process takes a batch step within the batch cycle. The desired solution would process all of the activity in one step, in real time. See Section 3 below. The requirement has been updated to the following: Ability to perform and update transaction reversal and the related correction within the same batch cycle or in real time..

	QUESTION / COMMENT	STATE RESPONSE
14	Requirements Matrix – (A) System #38 – Does this pertain to holds on amounts for individual accounts? Should there be separate controls for restricting purchases and withdrawals?	The State seeks a system that will provide a flexible solution to all Treasury needs. The proposed solution must provide flexibility with each account and subaccount, as well as empower Treasury with the flexibility to apply rules in order to restrict activity as needed. Please refer to "Requirements Matrix – (A) System - Mandatory Requirement #38".
15	Requirements Matrix – (A) System #47 – Is an adjustment code satisfactory or does the operator needs to enter text to be stored in the transaction? Withdrawal and purchase codes are carried in the Controls for the solution and include a description for each code. Currently, the operator selects the appropriate code from a drop down list and it is stored in the transaction.	The State requires the ability to enter a reason, which is more than just a reason code. Many times, the narrative for an adjustment is a necessity in performing reviews or research.
16	Requirements Matrix – (A) System #54 – What does "method of handling" include? We provide account level spending limits and income distribution methods which include transfer to another account. Each account has its own record of balances, dates and activity.	More simply stated, the structure previously discussed of portfolio, fund, and account must allow flexibility in terms of income distribution, withdrawal methods, etc.
17	Requirements Matrix – (A) System #56 – Please define "report level' as an account data element and how it would be used?	The data elements for items such as name, address, and other identifying items should be consistent across an account. The data should be modifiable by State staff and should be synchronized across the account structure.
18	Requirements Matrix – (A) System #56 – Should this feature also apply to the Gateway site where a Participant can set up the account?	No.
19	Requirements Matrix – (A) System #69 – Currently the income rate or per share amount is set for the fund and all accounts that hold that fund earn at the fund rate. Are you asking for a different rate or per share amount to apply to individual accounts within a fund?	Accounts in a portfolio should earn income based on the same processing rules. Accounts could allow for income to be transferred to another account. However, income in one account should earn the same rate as other accounts in the same portfolio. Please see Section 4 below.
20	Requirements Matrix – (A) System #73 – Other than ACME, what systems do you currently have for transaction input? We have a general monetary interface file for receiving transactions into our application. Each input file must be mapped to our general	In addition to ACME, the solution could be needed to process a NACHA formatted file of ACH originations, receipts or return processing in the future. For Web Collateral Pledge/ Release – QED

	QUESTION / COMMENT	STATE RESPONSE
	monetary input file.	
21	Requirements Matrix – (A) System #78 – Please provide a description as to the type of file and its use which you currently have or expect to need. We provide as a standard feature a generalized monetary input file and an ACH export file for transactions.	Import - Process a NACHA formatted file of ACH returns Export - Sage (Now Abila) GL system, CSV file for input into PeopleSoft ERP system for State GL Accounting system. However, Treasury Staff cannot foresee every possible application that might be utilized or developed. Therefore, the solution must be able to import and export data.
22	Requirements Matrix – (A) System #85 – Currently the solution provides real time event driven transaction processing based upon the entry of the transaction by the State employee or the Participant at the Manager or Gateway web site, respectively. In addition, when variable priced funds are priced, that event invokes the processing of previously entered transactions. In both instances the transaction is written to a file that contains that day's activity and includes the ACH information. This processing applies to all types of funds. This transaction file is available to be sent to or accessed by ACME when necessary. Is the receipt of purchase and withdrawal transactions from ACME in addition to the transactions processed in real time as described above? As example when a Participant enters a purchase or withdrawal on the Gateway portal, we currently post the transaction as soon as the price is available. For a fixed dollar fund, we post immediately in real time. For a variable priced fund we post the transactions when the price becomes available to the system. Is this requirement saying that we should not post the transaction when entered or priced and that we should wait to receive the ACME input file before we post?	The participant balances being discussed in #85 refer to stable dollar accounts, so there is no pricing issue to be overcome. The State recognizes that programs containing floating NAV's can only post to the system once a price is generated.
23	Requirements Matrix – (A) System #94 - SNMP is a generic management system. Management of our PFM solution falls into two categories: Business controls and external supporting third party controls. Business controls are handled as part of the management functions within the application and are not appropriate for an SNMP interface. The external controls such as web configuration or port assignments are not handled directly by PFM since they are part of	The vendor's response should be "Not applicable to the solution."

	QUESTION / COMMENT	STATE RESPONSE
	third party support of PFM. Therefore we believe SNMP seems to not be applicable in this scenario. How should we answer this question since it seems to not be applicable?	
24	Requirements Matrix – Online Portal #7 – The solution provides an output file for transactions in ACH format after they have been entered by the Participant. Will this file be transmitted to the State's PEP+ and/or ACME systems for further processing?	The State will process the transaction based upon transaction types generated when the participant enters the transaction. The system must be able to determine if the transaction is within the defined parameters for the transaction type selected. There are rules that define the time constraints for both wire and ACH. There will be no further processing required by the solution after the transaction is posted to ACME.
25	Requirements Matrix – Online Portal #14 –Does this requirement imply that the intermediate term funds will not be processed by the new system? If so, what information for the intermediate term funds should be carried in the new system initially?	The proposed solution will process the Intermediate Term Investment Fund (ITIF). The ITIF is an investment option that is priced on a floating NAV basis. The statement in item #14 is simply referencing the fact that the portal application will need to have a hyperlink to the State's web site that contains the investment policy and other informative information.
26	Requirements Matrix – Online Portal #17 – Please confirm that this access is for Participant Banks not Participants.	Yes. This access will be for Participant banks.
27	Requirements Matrix – Online Portal #21 – Does this maintenance feature apply only to QED fields or does it apply to the Participant Banks data elements in general?	Participant banks should be able to make the listed changes at the portal level.
28	Requirements Matrix – Online Portal QED question - Is it considered feasible or beneficial to combine the QED collateral data elements with the Participant Bank within the new system? Then all processing for the collateral would occur within the new system. This would be as opposed to maintaining the collateral within QED. It would also require a one-time conversion.	The proposed project scope does not include replacement of those processes.
29	RFP Attachment 6.2 Section C C.6. – For items (b) – (h) and (l) – (m) are you expecting in the RFP response the actual plans or are you expecting a narrative acknowledging the understanding and methodology to be followed in developing and monitoring these plans? According to Pro Forma Contract A.6 Service Deliverables	The State is asking for a narrative acknowledging the understanding and methodology to be followed in developing and monitoring these plans.

	QUESTION / COMMENT	STATE RESPONSE
	these plans are due 30 days after contract signing or as mutually agreed.	
30	RFP Attachment 6.6 Pro-Forma Contract A.4.b. (3) - Are weekly status meetings expected to be via teleconference or on-site?	Weekly status meetings via teleconference will be satisfactory.
31	RFP Attachment 6.6 Pro-Forma Contract A.4.g. – A high percentage of the solution is an already developed application. This application was thoroughly functional and system tested during its development. We anticipate the test plan for the functional, system and integration testing to be performed by the vendor should include the testing of all new development and interfaces as they relate to the existing and new components of the solution. Is this the correct assumption?	That is a correct assumption. However, according to Pro Forma Contract A.4.g. "The Contractor shall develop and deliver a plan describing how the Contractor will coordinate, manage, and conduct thorough testing of the TANDEM system prior to delivery to the State for User Acceptance Testing (UAT)." Also, "Documentation of the inputs, outputs, problems identified, and corrections made shall be required in the form of a Functional Test Results document"
32	RFP Attachment 6.6 Pro-Forma Contract A.4.r. (1) ii. - For Severity Levels 1, 2 and 3, how quickly will the State supply any necessary supporting documentation requested by the Contractor so as to comply with the Severity Level response times?	See Section 5 below.
33	RFP Attachment 6.6 Pro-Forma Contract A.4.r. (1) ii – For Severity Levels 1 and 2, what is the State's hierarchy of escalation?	Contact hierarchy: Assistant CIO/Director of Cash Management Director of Information Systems Second Deputy Treasurer
34	RFP Attachment 6.6 Pro-Forma Contract A.4.s. (3) - Since some estimates require a significant investment of time to detail the exact requirements/functionality, if the State rejects the Contractor's estimate, will the State pay for the estimate (time and materials)?	No.
35	RFP Attachment 6.6 Pro-Forma Contract A.6. #25 – What is being supported and maintained within 60 days of the Contract Effective Date?	See Section 6 below.
36	RFP Attachment 6.6 Pro-Forma Contract A.7.g. – What are the State holidays in the second half of 2015 and all of 2016?	See Section 7, Section 8 and Section 9 below.
37	A RFP Attachment 6.6 Pro-Forma Contract. A.7. (k) (2) – If the State requests that the Contractor personnel remain on-site, does the	See Pro Forma Contract C.4 the State cannot agree to pay the Contractor for Travel Compensation.

QUESTION / COMMENT	STATE RESPONSE
State automatically agree to pay the "hourly" Contractor rate as well as travel expenses, meals and lodging for the "stay" time?	
38 RFP Attachment 6.6 Pro-Forma Contract A.10. – Does the Contractor's secure access include remote access as well as on-site access?	Yes.

3. Delete from "Attachment 2 - Requirements Matrix – (A) System – Mandatory requirement # 69" in its entirety and insert the following in its place
~~#37 Ability to perform and update transaction reversal and the related correction within the same batch cycle.~~
#37 Ability to perform and update transaction reversal and the related correction within the same batch cycle or in real time

4. Delete from "Attachment 2 - Requirements Matrix – (A) System – Mandatory requirement # 69" in its entirety and insert the following in its place
~~#69 Allow accounts to earn income at different rates.~~
#69 Allow different portfolios to have different income processing rules.

5. Delete language preceding the table in section A.4.r.(1).ii 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)**:**

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 and provide the necessary documentation in a timely manner to meet the severity level. The levels and the corresponding Service Level Goals are indicated below:

6. Delete section A.6. 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.6. Service Deliverables.

#	Deliverable	Contract Section(s)	Delivery date
1	Kickoff Meeting Presentation	A.4.a	Ten (10) calendar days after Contract Effective Date
2	Work Breakdown Structure and Project Schedule	A.4.b.(1)i	Thirty (30) calendar days after Contract Effective Date
3	Resource Management Plan	A.4.b.(1)ii	Thirty (30) calendar days after Contract Effective Date
4	Risk Management Plan	A.4.b.(1)iii	Thirty (30) calendar days after Contract Effective Date
5	Issue Management Plan	A.4.b.(1)iv	Thirty (30) calendar days after Contract Effective Date
6	Change Management Plan	A.4.b.(1)v	Thirty (30) calendar days after Contract Effective Date
7	Release Management Plan	A.4.b.(1)vi	Thirty 30 calendar days prior to go-live of each phase.
8	Change Orders	A.4.b.(2)	

#	Deliverable	Contract Section(s)	Delivery date
9	Weekly Status Report	A.4.b.(3)	No later than the close of business on the first business day of the week.
10	Monthly Progress Report	A.4.b.(4)	No later than the 5th business day of the month.
11	Requirements Verification and Fit-Gap Analysis	A.4.c.	As mutually agreed upon by the State and Contractor in accordance with the Project Schedule.
12	Interface Design	A.4.e.	As mutually agreed upon by the State and Contractor in accordance with the Project Schedule.
13	Data Migration Plan	A.4.f.	As mutually agreed upon by the State and Contractor in accordance with the Project Schedule.
14	Test Plan	A.4.g.	As mutually agreed upon by the State and Contractor in accordance with the Project Schedule.
15	Defect Tracking Log	A.4.h.	As mutually agreed upon by the State and Contractor in accordance with the Project Schedule.
16	Defect Tracking Reports	A.4.h.	Daily upon commencement of User Acceptance Testing (UAT).
17	Implementation Plan	A.4.i.	As mutually agreed upon by the State and Contractor in accordance with the Project Schedule.
18	Backup and Recovery Plan	A.4.j.	As mutually agreed upon by the State and Contractor in accordance with the Project Schedule.
19	Construct TANDEM	A.4.k.	As mutually agreed upon by State and Contractor in accordance with the Project Schedule but no later than twelve (12) months after Contract Effective Date
20	Software Test Results document	A.4.m.	As mutually agreed upon by the State and Contractor in accordance with the Project Schedule.
21	Training Materials and Trained Trainers	A.4.n.	At least thirty (30) calendar days prior to the UAT of each project phase.
22	User Acceptance Testing (UAT)	A.4.o.	As mutually agreed upon by the State and Contractor in accordance with the Project Schedule.
23	TANDEM Phase 1	A.4.p.	As mutually agreed upon by the State and Contractor in accordance with the Project Schedule.
24	TANDEM Phase 2	A.4.q.	As mutually agreed upon by the State and Contractor in accordance with the Project Schedule.
25	Support and Maintenance	A.4.r.	~~Within sixty (60) calendar days of the Contract Effective Date~~ Immediately after implementation of Phase 1 and Phase 2 as detailed in A.4.p and A.4.q.
26	Modifications and Enhancements	A.4.s	As mutually agreed upon by the State and Contractor in accordance with the Project Schedule.
27	Final Project Report	A.4.t.	No later than fifteen (15) business days after the State signs off on the final project implementation.

7. **Delete section A.4.r.(1).i 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)**:**

   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; and

8. **Delete section A.7.g 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)**:**

   The Contractor shall provide toll-free telephone support between 7:00 A.M. and 5:00 P.M. Central Time, Monday through Friday, ~~with the exception of designated State holidays~~. In addition, the Contractor shall provide self-service and on-line frequently asked question (FAQ) style support at all times. The Contractor shall provide an email address for receiving support requests with all emails acknowledged as received within 2 hours of being sent if sent before 3:00 P.M. Central Time or by 10:00 A.M. Central Time of the next business day if the original email was sent after 3:00 P.M. Central Time.

9. **Delete section A.11.b 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)**:**

   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~~.

10. **Delete item A.8. (RFP Attachment 6.2 – Section A) in its entirety and insert the following in its place** (any sentence or paragraph containing revised or new text is highlighted)**:**

    Provide a written confirmation that the Respondent's Solution will comply with/ provide all requirements designed as Mandatory in RFP Attachment 6.6 – Pro Forma Contract Attachment 2 – Requirements Matrix "~~Mandatory Tab~~ Pass | Fail Tab."

11. **Delete the following sections from tab labeled "Instructions" of the RFP Attachment 2 - Requirements Matrix, and insert the following in its place:**

    i. Instructions Tab Organization of this Excel Spreadsheet "~~Mandatory Requirements~~ Pass| Fail Yes/ No ONLY

    ii. Respondent Response Values for Solution Module Requirements Codes and Code Descriptions:

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~~
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.

12. **Rename tab labeled "Mandatory Pass|Fail" of the RFP Attachment 2 - Requirements Matrix - ~~Mandatory Pass|Fail~~ Pass| Fail.**

13. **Delete column B (Req. Class) for tab labeled "Pass | Fail" of the RFP Attachment 2 - Requirements Matrix**

#	~~Req Class~~	Business Requirements	Respondent Response	Pass / Fail
Interfaces				
1	~~M~~	The new system shall be able to interface in real time with the following systems used by the State: ACME and QED.		-
Data Migration				
2	~~M~~	As part of data migration, the Contractor will provide data migration plan inclusive of requirements, design, test plan, test scripts, data cleansing, and integration. In addition to data migration, the Contractor will perform unit, data verification, integration testing, and assist the State with its own data verification, integration, and user acceptance testing.		-
Security				
3	~~M~~	The system shall have security features that guard against unauthorized access.		-
4	~~M~~	The system shall integrate with Active Directory and allow Single Sign On.		-
5	~~M~~	The system, upon detection of inactivity of an interactive session, shall prevent further viewing and access to the system by that session by terminating the session or by initiating a session lock that remains in effect until the user reestablishes access using appropriate		-

		identification and authentication procedures. The inactivity time out shall be configurable and changes made prior to inactivity should not be lost.		
6	~~M~~	The system shall allow for standard-based encryption, e.g. 3DES, AES, or standard-based hashing, including salt cryptography. Certificates should use SHA-2 encryption algorithm.		-
7	~~M~~	The system shall be able to support time synchronization to a trusted source using NTP/SNTP and use this synchronized time in all security records of time.		-
8	~~M~~	The system shall have the ability to format for export recorded time stamps user UTC based on ISO 8601. For example, 1994-11-05T13:15:30-05:00" corresponds to November 5, 1994, 8:15:30 am, US Eastern Standard Time.		-
9	~~M~~	The system shall prohibit all users read-access to the audit records except those users that have been granted explicit read-access. The system shall protect the stored audit records from unauthorized deletion. The system shall prevent modifications to the audit records.		-
10	~~M~~	The system shall include documentation of the minimal privileges necessary for each service and protocol necessary to provide functionality and/or serviceability.		-
11	~~M~~	The system shall include documentation available to the State specific to whether or not there are known issues or conflicts with security services in at least the following service areas: anti-virus, intrusion detection, malware eradication, host-based firewall, and the resolution of that conflict.		-
12	~~M~~	The system shall include documentation that itemizes the services, e.g. PHP, web services, and network protocols/ports, that are necessary for proper operation and servicing of the system, including justification of the need for that service and protocol. This information may be used by the State to properly configure their network defenses, e.g. firewall and routers.		-
13	~~M~~	The system shall support well-defined, retrievable audit trails for data entry and manipulation.		-

14	~~M~~	The system shall provide role-based access to different users specific to role.		-
15	~~M~~	The system shall have the ability to continue operating while backups are being performed.		-
16	~~M~~	The system shall support standard Internet security including, but not limited to: 1. Public Key Infrastructure (PKI); 2. Digital Certificates (SHA-2); 3. Various levels of encryption; 4. Secure Sockets Layers (SSL); and 5. Hypertext Transfer Protocol Secure (HTTPS).		-
17	~~M~~	The system shall have the ability to view or obtain security reports showing: 1. Authorized system use; 2. Unauthorized system use; 3. Security profiles by user; and 4. Security breaches or attempts.		-
18	~~M~~	All data belongs to the State.		-
19	~~M~~	Public facing web sites will use Secure Sockets Layer (SSL) protocol for managing the security to encrypt the data as it's passed back and forth from the web server to the applicant.		-
20	~~M~~	The system shall be kept up-to-date / patched. Patchins shall include, but not limited to, compatibility to hardware and OS.		-
21	~~M~~	The system shall be capable of defining a security administrator role which could be assigned to multiple users.		-

14. The State has approved the following exception to the Tennessee Technical Architecture Standards:

Exception Product	Justification or Planned Use	Disposition
Apache-Tomcat v7.0.57	Application access and secure hypertext transport protocol (https) services	Approved (see amendment to RFP attachment 6.6, pro forma contract, A.8.d)
TIBCO Jaspersoft v6.0.x	Business Intelligence: BI Reporting Tools.	Approved (see amendment to RFP attachment 6.6, pro forma contract, A.8.d)

15. Add sub-paragraph A.8.d. to RFP Attachment 6.6, pro forma contract, A.8:

A.8.d. The Contractor shall upgrade the Solution as needed so that it utilizes only supported third party software. The Contractor shall provide such upgrades in a time frame that does not require the State to rely on unsupported software for business operations.

16. **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.

STATE OF TENNESSEE
TREASURY DEPARTMENT

REQUEST FOR PROPOSALS
FOR
TEAMS REPLACEMENT AND ELECTRONIC PLEDGE/RELEASE MANAGEMENT SYSTEM (TANDEM)

RFP # 30901 - 26615

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1. INTRODUCTION

The State of Tennessee, TREASURY DEPARTMENT, hereinafter referred to as "the State," has issued this Request for Proposals (RFP) to define minimum contract requirements; solicit responses; detail response requirements; and, outline the State's process for evaluating responses and selecting a contractor to provide the needed goods or services.

Through this RFP, the State seeks to procure necessary goods or services at the most favorable, competitive prices and to give ALL qualified businesses, including those that are owned by minorities, women, Tennessee service-disabled veterans, and small business enterprises, an opportunity to do business with the state as contractors, subcontractors or suppliers.

1.1. Statement of Procurement Purpose

The Treasury Department for the State of Tennessee seeks to deploy a solution that provides electronic collateral processing and participant level accounting. The Solution selected must cover the following:

- Provide an automated collateral pledging and releasing system that will reduce the risks associated with human error while keying the securities that are pledged to the State Treasurer to protect public deposits in authorized state depositories. Due to the high volume of transactions (approximately two thousand, seven hundred (2,700) transactions annually with an approximate value of seventeen billion, three hundred fifty million dollars even ($17.35 billion)), an automated process will reduce the man-hours associated with program administration. An automated process with public-facing (banks) internet access and real time interface with the current system used by Treasury, QED, will also eliminate some of the difficulties encountered during previous business interruptions, such as signing and faxing the pledge / release documents.

- Provide a customized solution that will replace the current mainframe system used by Treasury, known internally as TEAMS. TEAMS handles all of the account level activity for two (2) programs, Local Government Investment Pool (LGIP) and Chairs of Excellence (COE), as well as any other program or account that the Treasurer maintains. LGIP distributes simple interest earnings that are generated from investments in the State Pooled Investment Fund (SPIF) to participants on a monthly basis, as well as deducting an administrative fee. The application contains all of the participant account information and generates a monthly statement to participants. Transaction detail is either posted manually or captured from an interface with in the Treasury's Cash Movement system known internally as ACME. The Chairs of Excellence program works much differently because income is generated from equity and fixed income investments and is distributed on a unit value basis. All activity for the Chairs of Excellence program is entered manually.

The State currently provides Web access for the LGIP participants, enabling account query, and transaction initiation through a separate Treasury Department application interfacing with the participant accounting system and an internet portal application.

Ultimately, the State's objective for this project is to select a customizable solution that will incorporate the desired flexibility in terms of managing multiple portfolios and automating manual processes while providing electronic collateral processing and participant level accounting portal.

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

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

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

The *Pro Forma* Contract substantially represents the contract document that the successful Respondent must sign.

1.3. **Nondiscrimination**

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

1.4. **RFP Communications**

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

RFP # 30901 - 26615

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

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

Dawn Rochelle
State of Tennessee, Department of Treasury
13th Floor, Andrew Jackson State Office Building
502 Deaderick Street
Nashville, TN 37243
Phone: (615) 253-8770
E-mail: Dawn.Rochelle@tn.gov

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

a. staff of the Governor's Office of Diversity Business Enterprise for assistance available to minority-owned, woman-owned, Tennessee service-disabled veteran owned, and small businesses as well as general, public information relating to this RFP (visit www.tn.gov/businessopp/ for contact information); and

b. the following individual designated by the State to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and associated federal regulations:

Greg Cason
Director of Human Resources
14th Floor, Andrew Jackson State Office Building
502 Deaderick Street
Nashville TN 37243
Phone: 615-741-4915
Email: Greg.Cason@TN.gov

1.4.3. Only the State's official, written responses and communications with Respondents are binding with regard to this RFP. Oral communications between a State official and one or more Respondents are unofficial and non-binding.

1.4.4. Potential Respondents must ensure that the State receives all written questions and comments, including questions and requests for clarification, no later than the Written Questions & Comments Deadline detailed in the RFP Section 2, Schedule of Events.

1.4.5. Respondents must assume the risk of the method of dispatching any communication or response to the State. The State assumes no responsibility for delays or delivery failures resulting from the Respondent's method of dispatch. Actual or digital "postmarking" of a communication or response to the State by a specified deadline is not a substitute for the State's actual receipt of a communication or response.

1.4.6. The State will convey all official responses and communications related to this RFP to the prospective Respondents from whom the State has received a Notice of Intent to Respond (refer to RFP Section 1.8).

1.4.7. The State reserves the right to determine, at its sole discretion, the method of conveying official, written responses and communications related to this RFP. Such written communications may be transmitted by mail, hand-delivery, facsimile, electronic mail, Internet posting, or any other means deemed reasonable by the State. For internet posting, please refer to the following website: http://tn.gov/generalserv/cpo/sourcing_sub/rfp.shtml.

1.4.8. The State reserves the right to determine, at its sole discretion, the appropriateness and adequacy of responses to written comments, questions, and requests related to this RFP. The State's official, written responses will constitute an amendment of this RFP.

1.4.9. Any data or factual information provided by the State (in this RFP, an RFP amendment or any other communication relating to this RFP) is for informational purposes only. The State will make reasonable efforts to ensure the accuracy of such data or information, however it is the Respondent's obligation to independently verify any data or information provided by the State. The State expressly disclaims the accuracy or adequacy of any information or data that it provides to prospective Respondents.

1.5. Assistance to Respondents With a Handicap or Disability

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

1.6. Respondent Required Review & Waiver of Objections

1.6.1. Each prospective Respondent must carefully review this RFP, including but not limited to, attachments, the RFP Attachment 6.6., *Pro Forma* Contract, and any amendments, for questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively called "questions and comments").

1.6.2. Any prospective Respondent having questions and comments concerning this RFP must provide them in writing to the State no later than the Written Questions & Comments Deadline detailed in the RFP Section 2, Schedule of Events.

1.6.3. Protests based on any objection to the RFP shall be considered waived and invalid if the objection has not been brought to the attention of the State, in writing, by the Written Questions & Comments Deadline.

1.7. Pre-Response Teleconference

A Pre-response Teleconference will be held at the time and date detailed in the RFP Section 2, Schedule of Events. Participating in the teleconference is not mandatory.

To participate in the teleconference, contact the Solicitation Coordinator, Dawn Rochelle, at (615) 253-8770 or via e-mail at Dawn.Rochelle@tn.gov for further instructions.

The purpose of the teleconference is to discuss the RFP scope of services. The State will entertain questions; however, prospective Respondents must understand that the State's response to any question at the Pre-proposal Teleconference will be tentative and non-binding. Prospective Respondents should submit questions concerning the RFP in writing and must submit them prior to the Written Questions and Comments Deadline date detailed in the RFP Section 2, Schedule of Events. The State will send the official response to questions to prospective Respondents as indicated in RFP Section 1.8 and on the date detailed in the RFP Section 2, Schedule of Events.

1.8. Notice of Intent to Respond

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

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

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

1.9. Response Deadline

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

2. RFP SCHEDULE OF EVENTS

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

EVENT	TIME (central time zone)	DATE
1. RFP Issued		05.14.2015
2. Disability Accommodation Request Deadline	2:00 p.m.	05.19.2015
3. Pre-response Teleconference	10:00 am.	05.20.2015
4. Notice of Intent to Respond Deadline	2:00 p.m.	05.21.2015
5. Request for Enterprise Technology Architecture	2:00 p.m.	05.21.2015
6. Written "Questions & Comments" Deadline	2:00 p.m.	05.28.2015
7. Request for non-State standard product approval	2:00 p.m.	05.28.2015
8. State Response to Written "Questions & Comments"		06.09.2015
9. Response Deadline	2:00 p.m.	06.19.2015
10. State Completion of Technical Response Evaluations		07.08.2015
11. State Opening & Scoring of Cost Proposals	2:00 p.m.	07.09.2015
12. State Notice of Intent to Award Released and RFP Files Opened for Public Inspection	2:00 p.m.	07.14.2015
13. End of Open File Period		07.21.2015
14. State sends contract to Contractor for signature		07.22.2015
15. Contractor Signature Deadline	2:00 p.m.	07.29.2015

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

3. RESPONSE REQUIREMENTS

3.1. Response Form

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

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

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

3.1.1.1. A Respondent must use the RFP Attachment 6.2., Technical Response & Evaluation Guide to organize, reference, and draft the Technical Response by duplicating the attachment, adding appropriate page numbers as required, and using the guide as a table of contents covering the Technical Response.

3.1.1.2. A response should be economically prepared, with emphasis on completeness and clarity. A response, as well as any reference material presented, must be written in English and must be written on standard 8 ½" x 11" pages (although oversize exhibits are permissible) and use a 12 point font for text. All response pages must be numbered.

3.1.1.3. All information and documentation included in a Technical Response should respond to or address a specific requirement detailed in the RFP Attachment 6.2., Technical Response & Evaluation Guide. All information must be incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will not contribute to evaluations.

3.1.1.4. The State may determine a response to be non-responsive and reject it if:

a. the Respondent fails to organize and properly reference the Technical Response as required by this RFP and the RFP Attachment 6.2., Technical Response & Evaluation Guide; or

b. the Technical Response document does not appropriately respond to, address, or meet all of the requirements and response items detailed in the RFP Attachment 6.2., Technical Response & Evaluation Guide.

3.1.2. **Cost Proposal**. A Cost Proposal must be recorded on an exact duplicate of the RFP Attachment 6.3., Cost Proposal & Scoring Guide.

NOTICE: If a Respondent fails to submit a cost proposal exactly as required, the State may deem the response to be non-responsive and reject it.

3.1.2.1. A Respondent must only record the proposed cost exactly as required by the RFP Attachment 6.3., Cost Proposal & Scoring Guide and must NOT record any other rates, amounts, or information.

3.1.2.2. The proposed cost shall incorporate ALL costs for services under the contract for the total contract period, including any renewals or extensions.

3.1.2.3. A Respondent must sign and date the Cost Proposal.

3.1.2.4. A Respondent must submit the Cost Proposal to the State in a sealed package separate from the Technical Response (as detailed in RFP Sections 3.2.3., *et seq.*).

3.2. Response Delivery

3.2.1. A Respondent must ensure that both the original Technical Response and Cost Proposal documents meet all form and content requirements, including all required signatures, as detailed within this RFP.

3.2.2. A Respondent must submit original Technical Response and Cost Proposal documents and copies as specified below.

3.2.2.1. One (1) original Technical Response paper document labeled:

"RFP # 30901 - 26615 TECHNICAL RESPONSE ORIGINAL"

and seven (7) digital copies of the Technical Response each in the form of one (1) digital document in "PDF" format, with the exception of RFP Attachment 2 – Requirements Matrix in "XLS/XLSX" format, properly recorded on its own otherwise blank, standard CD-R recordable disc labeled:

"RFP # 30901 - 26615 TECHNICAL RESPONSE COPY"

The digital copies should not include copies of sealed customer references, however any other discrepancy between the paper Technical Response document and any digital copies may result in the State rejecting the proposal as non-responsive.

3.2.2.2. One (1) original Cost Proposal paper document labeled:

"RFP # 30901 - 26615 COST PROPOSAL ORIGINAL"

and one (1) copy in the form of a digital document in "PDF/XLS" format properly recorded on separate, blank, standard CD-R recordable disc labeled:

"RFP # 30901 - 26615 COST PROPOSAL COPY"

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

3.2.3. A Respondent must separate, seal, package, and label the documents and copies for delivery as follows:

3.2.3.1. The Technical Response original document and digital copies must be placed in a sealed package that is clearly labeled:

"DO NOT OPEN… RFP # 30901 - 26615 TECHNICAL RESPONSE FROM [RESPONDENT LEGAL ENTITY NAME]"

3.2.3.2. The Cost Proposal original document and digital copy must be placed in a separate, sealed package that is clearly labeled:

"DO NOT OPEN… RFP # 30901 - 26615 COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]"

3.2.3.3. The separately, sealed Technical Response and Cost Proposal components may be enclosed in a larger package for mailing or delivery, provided that the outermost package is clearly labeled:

"RFP # 30901 - 26615 SEALED TECHNICAL RESPONSE & SEALED COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]"

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

Dawn Rochelle
State of Tennessee, Department of Treasury
13th Floor, Andrew Jackson State Office Building
502 Deaderick Street
Nashville, TN 37243

3.3. **Response & Respondent Prohibitions**

3.3.1. A response must not include alternate contract terms and conditions. If a response contains such terms and conditions, the State, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it.

3.3.2. A response must not restrict the rights of the State or otherwise qualify either the offer to deliver goods or provide services as required by this RFP or the Cost Proposal. If a response restricts the rights of the State or otherwise qualifies either the offer to deliver goods or provide services as required by this RFP or the Cost Proposal, the State, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it.

3.3.3. A response must not propose alternative goods or services (*i.e*., offer services different from those requested and required by this RFP) unless expressly requested in this RFP. The State may consider a response of alternative goods or services to be non-responsive and reject it.

3.3.4. A Cost Proposal must be prepared and arrived at independently and must not involve any collusion between Respondents. The State will reject any Cost Proposal that involves collusion, consultation, communication, or agreement between Respondents. Regardless of the time of detection, the State will consider any such actions to be grounds for response rejection or contract termination.

3.3.5. A Respondent must not provide, for consideration in this RFP process or subsequent contract negotiations, any information that the Respondent knew or should have known was materially incorrect. If the State determines that a Respondent has provided such incorrect information, the State will deem the Response non-responsive and reject it.

3.3.6. A Respondent must not submit more than one Technical Response and one Cost Proposal in response to this RFP, except as expressly requested by the State in this RFP. If a Respondent submits more than one Technical Response or more than one Cost Proposal, the State will deem all of the responses non-responsive and reject them.

3.3.7. A Respondent must not submit a response as a prime contractor while also permitting one or more other Respondents to offer the Respondent as a subcontractor in their own responses. Such may result in the disqualification of all Respondents knowingly involved. This restriction does not, however, prohibit different Respondents from offering the same subcontractor as a part

of their responses (provided that the subcontractor does not also submit a response as a prime contractor).

3.3.8. The State shall not consider a response from an individual who is, or within the past six (6) months has been, a State employee. For purposes of this RFP:

3.3.8.1. An individual shall be deemed a State employee until such time as all compensation for salary, termination pay, and annual leave has been paid;

3.3.8.2. A contract with or a response from a company, corporation, or any other contracting entity in which a controlling interest is held by any State employee shall be considered to be a contract with or proposal from the employee; and

3.3.8.3. A contract with or a response from a company, corporation, or any other contracting entity that employs an individual who is, or within the past six (6) months has been, a State employee shall not be considered a contract with or a proposal from the employee and shall not constitute a prohibited conflict of interest.

3.4. Response Errors & Revisions

A Respondent is responsible for any and all response errors or omissions. A Respondent will not be allowed to alter or revise response documents after the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events unless such is formally requested, in writing, by the State.

3.5. Response Withdrawal

A Respondent may withdraw a submitted response at any time before the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events by submitting a written request signed by an authorized Respondent representative. After withdrawing a response, a Respondent may submit another response at any time before the Response Deadline. After the Response Deadline, a Respondent may only withdraw all or a portion of a response where the enforcement of the response would impose an unconscionable hardship on the Respondent.

3.6. Additional Services

If a response offers goods or services in addition to those required by and described in this RFP, the State, at its sole discretion, may add such services to the contract awarded as a result of this RFP. Notwithstanding the foregoing, a Respondent must not propose any additional cost amounts or rates for additional goods or services. Regardless of any additional services offered in a response, the Respondent's Cost Proposal must only record the proposed cost as required in this RFP and must not record any other rates, amounts, or information.

NOTICE: If a Respondent fails to submit a Cost Proposal exactly as required, the State may deem the response non-responsive and reject it.

3.7. Response Preparation Costs

The State will <u>not</u> pay any costs associated with the preparation, submittal, or presentation of any response.

4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS

4.1. RFP Amendment

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

4.2. RFP Cancellation

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

4.3. State Right of Rejection

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

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

4.4. Assignment & Subcontracting

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

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

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

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

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

4.5. Right to Refuse Personnel or Subcontractors

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

4.6. **Insurance**

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

4.7. **Professional Licensure and Department of Revenue Registration**

4.7.1. All persons, agencies, firms, or other entities that provide legal or financial opinions, which a Respondent provides for consideration and evaluation by the State as a part of a response to this RFP, shall be properly licensed to render such opinions.

4.7.2. Before the Contract resulting from this RFP is signed, the apparent successful Respondent (and Respondent employees and subcontractors, as applicable) must hold all necessary or appropriate business or professional licenses to provide the goods or services as required by the contract. The State may require any Respondent to submit evidence of proper licensure.

4.7.3. Before the Contract resulting from this RFP is signed, the apparent successful Respondent must be registered with the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. The State shall not award a contract unless the Respondent provides proof of such registration or provides documentation from the Department of Revenue that the Contractor is exempt from this registration requirement. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation. For purposes of this registration requirement, the Department of Revenue may be contacted at: TN.Revenue@tn.gov.

4.8. **Disclosure of Response Contents**

4.8.1. All materials submitted to the State in response to this RFP shall become the property of the State of Tennessee. Selection or rejection of a response does not affect this right. By submitting a response, a Respondent acknowledges and accepts that the full response contents and associated documents will become open to public inspection in accordance with the laws of the State of Tennessee.

4.8.2. The State will hold all response information, including both technical and cost information, in confidence during the evaluation process. Notwithstanding the foregoing, a list of actual Respondents submitting timely responses may be available to the public, upon request, after technical responses are opened.

4.8.3. Upon completion of response evaluations, indicated by public release of a Notice of Intent to Award, the responses and associated materials will be open for review by the public in accordance with *Tennessee Code Annotated*, Section 10-7-504(a)(7).

4.9. **Contract Approval and Contract Payments**

4.9.1. After contract award, the Contractor who is awarded the contract must submit appropriate documentation with the Department of Finance and Administration, Division of Accounts.

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

4.9.3. No payment will be obligated or made until the relevant Contract is approved as required by applicable statutes and rules of the State of Tennessee.

4.9.3.1. The State shall not be liable for payment of any type associated with the Contract resulting from this RFP (or any amendment thereof) or responsible for any goods delivered or services rendered by the Contractor, even goods delivered or services rendered in good faith and even if the Contractor is orally directed to proceed with the delivery of goods or the rendering of services, if it occurs before the Contract start date or after the Contract end date.

4.9.3.2. All payments relating to this procurement will be made in accordance with the Payment Terms and Conditions of the Contract resulting from this RFP (refer to RFP Attachment 6.6., *Pro Forma* Contract, Section C).

4.9.3.3. If any provision of the Contract provides direct funding or reimbursement for the competitive purchase of goods or services as a component of contract performance or otherwise provides for the reimbursement of specified, actual costs, the State will employ all reasonable means and will require all such documentation that it deems necessary to ensure that such purchases were competitive and costs were reasonable, necessary, and actual. The Contractor shall provide reasonable assistance and access related to such review. Further, the State shall not remit, as funding or reimbursement pursuant to such provisions, any amounts that it determines do not represent reasonable, necessary, and actual costs.

4.10. **Contractor Performance**

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

4.11. **Contract Amendment**

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

4.12. **Severability**

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, said decision will not affect the validity of the remaining RFP terms and provisions, and the rights and obligations of the State and Respondents will be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

4.13. **Next Ranked Respondent**

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

5. EVALUATION & CONTRACT AWARD

5.1. Evaluation Categories & Maximum Points

The State will consider qualifications, experience, technical approach, and cost in the evaluation of responses and award points in each of the categories detailed below (up to the maximum evaluation points indicated) to each response deemed by the State to be responsive.

EVALUATION CATEGORY	MAXIMUM POINTS POSSIBLE
General Qualifications & Experience (refer to RFP Attachment 6.2., Section B)	**10**
Project Management & Support (refer to RFP Attachment 6.2., Section C)	**10**
Requirements Matrix (refer to RFP Attachment 6.2., Section D)	**50**
Cost Proposal (refer to RFP Attachment 6.3.)	**30**

5.2. Evaluation Process

The evaluation process is designed to award the contract resulting from this RFP not necessarily to the Respondent offering the lowest cost, but rather to the Respondent deemed by the State to be responsive and responsible who offers the best combination of attributes based upon the evaluation criteria. ("Responsive Respondent" is defined as a Respondent that has submitted a response that conforms in all material respects to the RFP. "Responsible Respondent" is defined as a Respondent that has the capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.)

5.2.1. **Technical Response Evaluation.** The Solicitation Coordinator and the Proposal Evaluation Team (consisting of three (3) or more State employees) will use the RFP Attachment 6.2., Technical Response & Evaluation Guide to manage the Technical Response Evaluation and maintain evaluation records.

5.2.1.1. The State reserves the right, at its sole discretion, to request Respondent clarification of a Technical Response or to conduct clarification discussions with any or all Respondents. Any such clarification or discussion will be limited to specific sections of the response identified by the State. The subject Respondent must put any resulting clarification in writing as may be required and in accordance with any deadline imposed by the State.

5.2.1.2. The Solicitation Coordinator will review each Technical Response to determine compliance with RFP Attachment 6.2., Technical Response & Evaluation Guide, Section A— Mandatory Requirements. If the Solicitation Coordinator determines that a response failed to meet one or more of the mandatory requirements, the Proposal Evaluation Team will review the response and document the team's determination of whether:

a. the response adequately meets RFP requirements for further evaluation;

b. the State will request clarifications or corrections for consideration prior to further evaluation; or,

c. the State will determine the response to be non-responsive to the RFP and reject it.

5.2.1.3. Proposal Evaluation Team members will independently evaluate each Technical Response (that is responsive to the RFP) against the evaluation criteria in this RFP, and will score each in accordance with the RFP Attachment 6.2., Technical Response & Evaluation Guide.

5.2.1.4. For each response evaluated, the Solicitation Coordinator will calculate the average of the Proposal Evaluation Team member scores for RFP Attachment 6.2., Technical Response & Evaluation Guide, and record each average as the response score for the respective Technical Response section.

5.2.1.5. Before Cost Proposals are opened, the Proposal Evaluation Team will review the Technical Response Evaluation record and any other available information pertinent to whether or not each Respondent is responsive and responsible. If the Proposal Evaluation Team identifies any Respondent that does not to meet the responsive and responsible thresholds such that the team would not recommend the Respondent for Cost Proposal Evaluation and potential contract award, the team members will fully document the determination.

5.2.2. **Cost Proposal Evaluation.** The Solicitation Coordinator will open for evaluation the Cost Proposal of each Respondent deemed by the State to be responsive and responsible and calculate and record each Cost Proposal score in accordance with the RFP Attachment 6.3., Cost Proposal & Scoring Guide.

5.2.3. **Total Response Score.** The Solicitation Coordinator will calculate the sum of the Technical Response section scores and the Cost Proposal score and record the resulting number as the total score for the subject Response (refer to RFP Attachment 6.5., Score Summary Matrix).

5.3. Contract Award Process

5.3.1 The Solicitation Coordinator will submit the Proposal Evaluation Team determinations and scores to the head of the procuring agency for consideration along with any other relevant information that might be available and pertinent to contract award.

5.3.2. The procuring agency head will determine the apparent best-evaluated Response. To effect a contract award to a Respondent other than the one receiving the highest evaluation process score, the head of the procuring agency must provide written justification and obtain the written approval of the Chief Procurement Officer and the Comptroller of the Treasury.

5.3.3. The State will issue a Notice of Intent to Award identifying the apparent best-evaluated response and make the RFP files available for public inspection at the time and date specified in the RFP Section 2, Schedule of Events.

NOTICE: The Notice of Intent to Award shall not create rights, interests, or claims of entitlement in either the apparent best-evaluated Respondent or any other Respondent.

5.3.4. The Respondent identified as offering the apparent best-evaluated response must sign a contract drawn by the State pursuant to this RFP. The contract shall be substantially the same as the RFP Attachment 6.6., *Pro Forma* Contract. The Respondent must sign the contract by the Contractor Signature Deadline detailed in the RFP Section 2, Schedule of Events. If the Respondent fails to provide the signed contract by this deadline, the State may determine that the Respondent is non-responsive to this RFP and reject the response.

5.3.5. Notwithstanding the foregoing, the State may, at its sole discretion, entertain limited negotiation prior to contract signing and, as a result, revise the *pro forma* contract terms and conditions or performance requirements in the State's best interests, PROVIDED THAT such revision of terms and conditions or performance requirements shall NOT materially affect the basis of response

evaluations or negatively impact the competitive nature of the RFP and contractor selection process.

5.3.6. If the State determines that a response is non-responsive and rejects it after opening Cost Proposals, the Solicitation Coordinator will re-calculate scores for each remaining responsive Cost Proposal to determine (or re-determine) the apparent best-evaluated response.

RFP # 30901 - 26615 STATEMENT OF CERTIFICATIONS AND ASSURANCES

The Respondent must sign and complete the Statement of Certifications and Assurances below as required, and it must be included in the Technical Response (as required by RFP Attachment 6.2., Technical Response & Evaluation Guide, Section A, Item A.1.).

The Respondent does, hereby, expressly affirm, declare, confirm, certify, and assure ALL of the following:

1. The Respondent will comply with all of the provisions and requirements of the RFP.
2. The Respondent will provide all services as defined in the Scope of Services of the RFP Attachment 6.6., *Pro Forma* Contract for the total contract period.
3. The Respondent, except as otherwise provided in this RFP, accepts and agrees to all terms and conditions set out in the RFP Attachment 6.6., *Pro Forma* Contract.
4. The Respondent acknowledges and agrees that a contract resulting from the RFP shall incorporate, by reference, all proposal responses as a part of the contract.
5. The Respondent will comply with:
   (a) the laws of the State of Tennessee;
   (b) Title VI of the federal Civil Rights Act of 1964;
   (c) Title IX of the federal Education Amendments Act of 1972;
   (d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government; and,
   (e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government.
6. To the knowledge of the undersigned, the information detailed within the response submitted to this RFP is accurate.
7. The response submitted to this RFP was independently prepared, without collusion, under penalty of perjury.
8. No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Respondent in connection with this RFP or any resulting contract.
9. Both the Technical Response and the Cost Proposal submitted in response to this RFP shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract pursuant to the RFP.

By signing this Statement of Certifications and Assurances, below, the signatory also certifies legal authority to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If the signatory is not the Respondent (if an individual) or the Respondent's company *President* or *Chief Executive Officer*, this document <u>must</u> attach evidence showing the individual's authority to bind the Respondent.

<u>DO NOT SIGN THIS DOCUMENT IF YOU ARE NOT LEGALLY AUTHORIZED TO BIND THE RESPONDENT</u>

SIGNATURE: _____

PRINTED NAME & TITLE: _____

DATE: _____

RESPONDENT LEGAL ENTITY NAME: _____

RESPONDENT FEDERAL EMPLOYER IDENTIFICATION NUMBER (or SSN): _____

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION A: MANDATORY REQUIREMENTS. The Respondent must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below.

The Solicitation Coordinator will review the response to determine if the Mandatory Requirement Items are addressed as required and mark each with pass or fail. For each item that is not addressed as required, the Proposal Evaluation Team must review the response and attach a written determination. In addition to the Mandatory Requirement Items, the Solicitation Coordinator will review each response for compliance with all RFP requirements.

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	**Item Ref.**	**Section A— Mandatory Requirement Items**	**Pass/Fail**
		The Response must be delivered to the State no later than the Response Deadline specified in the RFP Section 2, Schedule of Events.	
		The Technical Response and the Cost Proposal documentation must be packaged separately as required (refer to RFP Section 3.2., *et. seq.*).	
		The Technical Response must NOT contain cost or pricing information of any type.	
		The Technical Response must NOT contain any restrictions of the rights of the State or other qualification of the response.	
		A Respondent must NOT submit alternate responses (refer to RFP Section 3.3.).	
		A Respondent must NOT submit multiple responses in different forms (as a prime and a sub-contractor) (refer to RFP Section 3.3.).	
	A.1.	Provide the Statement of Certifications and Assurances (RFP Attachment 6.1.) completed and signed by an individual empowered to bind the Respondent to the provisions of this RFP and any resulting contract. The document must be signed without exception or qualification.	
	A.2.	Provide a statement, based upon reasonable inquiry, of whether the Respondent or any individual who shall cause to deliver goods or perform services under the contract has a possible conflict of interest (*e.g.*, employment by the State of Tennessee) and, if so, the nature of that conflict. NOTE: Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to cancel any award.	
	A.3.	Provide a current bank reference indicating that the Respondent's business relationship with the financial institution is in positive standing. Such reference must be written in the form of a standard business letter, signed, and dated within the past three (3) months.	
	A.4.	Provide two current positive credit references from vendors with which the Respondent has done business written in the form of standard business letters, signed, and dated within the past three (3) months.	
	A.5.	Provide an official document or letter from an accredited credit bureau, verified and dated within the last three (3) months and indicating a	

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	**Item Ref.**	**Section A— Mandatory Requirement Items**	**Pass/Fail**
		satisfactory credit rating for the Respondent (NOTE: A credit bureau report number without the full report is insufficient and will not be considered responsive.)	
	A.6.	Respondent must provide a written statement affirming that the Respondent has a minimum of five (5) or more years of experience in providing the services requested in this RFP to financial institutions or other entities that conduct business in a similar manner as the State of Tennessee, Treasury Department.	
	A.7.	Provide a statement of confirmation that Respondent's proposed licensed solution/service has not been terminated by any financial institution or other customer/entity in the past three (3) years due to contractual agreement actions, including failure to comply with service level agreements, enhancement agreements, or unresolved system performance issues.	
	A.8.	Provide a written confirmation that the Respondent's Solution will comply with/ provide all requirements designed as Mandatory in RFP Attachment 6.6 – Pro Forma Contract Attachment 2 – Requirements Matrix "Mandatory Tab."	
State Use – Solicitation Coordinator Signature, Printed Name & Date:			

TECHNICAL RESPONSE & EVALUATION GUIDE

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

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	**Item Ref.**	**Section B— General Qualifications & Experience Items**
	B.1.	Detail the name, e-mail address, mailing address, telephone number, and facsimile number of the person the State should contact regarding the response.
	B.2.	Describe the Respondent's form of business (*i.e.*, individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and business location (physical location or domicile).
	B.3.	Detail the number of years the Respondent has been in business.
	B.4.	Briefly describe how long the Respondent has been providing the goods or services required by this RFP.
	B.5.	Describe the Respondent's number of employees, client base, and location of offices.
	B.6.	Provide a statement of whether there have been any mergers, acquisitions, or change of control of the Respondent within the last ten (10) years. If so, include an explanation providing relevant details.
	B.7.	Provide a statement of whether the Respondent or, to the Respondent's knowledge, any of the Respondent's employees, agents, independent contractors, or subcontractors, involved in the delivery of goods or performance of services on a contract pursuant to this RFP, have been convicted of, pled guilty to, or pled *nolo contendere* to any felony. If so, include an explanation providing relevant details.
	B.8.	Provide a statement of whether, in the last ten (10) years, the Respondent has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors. If so, include an explanation providing relevant details.
	B.9.	Provide a statement of whether there is any material, pending litigation against the Respondent that the Respondent should reasonably believe could adversely affect its ability to meet contract requirements pursuant to this RFP or is likely to have a material adverse effect on the Respondent's financial condition. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it would impair the Respondent's performance in a contract pursuant to this RFP. NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of license for each person or entity that renders such opinions.
	B.10.	Provide a statement of whether there are any pending or in progress Securities Exchange Commission investigations involving the Respondent. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it will impair the Respondent's performance in a contract pursuant to this RFP.

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	**Item Ref.**	**Section B— General Qualifications & Experience Items**
		NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of license for each person or entity that renders such opinions.
	B.11.	Provide a brief, descriptive statement detailing evidence of the Respondent's ability to deliver the goods or services sought under this RFP (*e.g.*, prior experience, training, certifications, resources, program and quality management systems, *etc*.).
	B.12.	Provide a narrative description of the proposed project team, its members, and organizational structure along with an organizational chart identifying the key people who will be assigned to deliver the goods or services required by this RFP.
	B.13.	Provide a personnel roster listing the names of key people who the Respondent will assign to meet the Respondent's requirements under this RFP along with the estimated number of hours that each individual will devote to that performance. Follow the personnel roster with a resume for each of the people listed. The resumes must detail the individual's title, education, current position with the Respondent, and employment history.
	B.14.	Provide a statement of whether the Respondent intends to use subcontractors to meet the Respondent's requirements of any contract awarded pursuant to this RFP, and if so, detail: (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 goods each subcontractor involved in the delivery of goods or performance of the services 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 RFP.
	B.15.	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.e.*, 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 RFP. 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 **DO <u>NOT</u> INCLUDE DOLLAR AMOUNTS**); (ii) anticipated goods or services contract descriptions; (iii) names and ownership characteristics (i.e., ethnicity, gender, Tennessee service-disabled

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	**Item Ref.**	**Section B— General Qualifications & Experience Items**
		veterans) of anticipated subcontractors and supply contractors. NOTE: In order to claim status as a Diversity Business Enterprise under this contract, businesses must be certified by the Governor's Office of Diversity Business Enterprise (Go-DBE). Please visit the Go-DBE website at https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9265 for more information. (d) Workforce. Provide the percentage of the Respondent's total current employees by ethnicity and gender. 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.
	B.16.	Provide a statement of whether or not the Respondent has any current contracts with the State of Tennessee or has completed any contracts with the State of Tennessee within the previous five (5) year period. If so, provide the following information for all of the current and completed contracts: (a) the name, title, telephone number and e-mail address of the State contact knowledgeable about the contract; (b) the procuring State agency name; (c) a brief description of the contract's scope of services; (d) the contract period; and (e) the contract number. NOTES: ▪ Current or prior contracts with the State are not a prerequisite and are not required for the maximum evaluation score, and the existence of such contracts with the State will not automatically result in the addition or deduction of evaluation points. ▪ Each evaluator will generally consider the results of inquiries by the State regarding all contracts noted.
	B.17.	Provide customer references from individuals (who are not current or former officials or staff of the State of Tennessee) for projects similar to the services sought under this RFP and which represent: ▪ two (2) of the larger accounts currently serviced by the Respondent, and ▪ three (3) completed projects. 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 must be used and completed as required, is detailed at RFP Attachment 6.4. References that are not completed as required will be considered non-responsive and will not be considered. The Respondent will be solely 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. (a) Customize the standard reference questionnaire at RFP Attachment 6.4. by adding the subject Respondent's name, and make duplicates for completion by references. (b) Send the customized reference questionnaires to each individual chosen to provide a reference along with a new standard #10 envelope. (c) Instruct the person that will provide a reference for the Respondent to: (i) complete the reference questionnaire (on the form provided or prepared, completed, and

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	**Item Ref.**	**Section B— General Qualifications & Experience Items**
		printed using a duplicate of the document); (ii) sign and date the completed, reference questionnaire; (iii) seal the completed, signed, and dated, reference questionnaire within the envelope provided; (iv) sign his or her name in ink across the sealed portion of the envelope; and (v) return the sealed envelope 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). (d) Do NOT open the sealed references upon receipt. (e) Enclose all sealed reference envelopes within a larger, labeled envelope for inclusion in the Technical Response as required. NOTES: ▪ The State will not accept late references or references submitted by any means other than that which is described above, and each reference questionnaire submitted must be completed as required. ▪ The State will not review more than the number of required references indicated above. ▪ While the State will base its reference check on the contents of the sealed reference envelopes included in the Technical Response package, the State reserves the right to confirm and clarify information detailed in the completed reference questionnaires, and may consider clarification responses in the evaluation of references. ▪ The State is under no obligation to clarify any reference information.
	B.18.	Provide a statement and any relevant details addressing whether the Respondent is any of the following: (a) is presently debarred, suspended, proposed for debarment, or voluntarily excluded from covered transactions by any federal or state department or agency; (b) has within the past three (3) years, been convicted of, or had a civil judgment rendered against the contracting party from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (c) is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed above; and 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.
SCORE *(for all Section B—Qualifications & Experience Items above)*: *(maximum possible score =**10**)*		
State Use – Evaluator Identification:		

TECHNICAL RESPONSE & EVALUATION GUIDE

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

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

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

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

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	**Item Ref.**	**Section C— Project Management & Support**	**Item Score**	**Evaluation Factor**	**Raw Weighted Score**
	C.1.	Provide a narrative that illustrates the Respondent's understanding of the State's requirements and project schedule.		**10**	
	C.2.	Provide a narrative that illustrates how the Respondent will complete the scope of services, accomplish required objectives, and meet the State's project schedule.		**10**	
	C.3.	Provide a narrative that illustrates how the Respondent will manage the project, ensure completion of the scope of services, and accomplish required objectives within the State's project schedule.		**5**	
	C.4.	Provide a narrative that describes the customary product maintenance and enhancement cycle including the maintenance release process, specifically noting any customer impacts such as scheduled downtime to roll out the release.		**4**	
	C.5.	Provide a narrative that describes all differences between product licensing options, including a comparison of the features available, any restrictions or limits on use (e.g., number of accounts or system users), and support levels.		**5**	
	C.6.	Provide a narrative that illustrates the Respondent's methodology for managing and executing the State's project, ensuring delivery of specified goods and the completion of the scope of services, and accomplishment of required objectives within the State's project schedule, as described in Pro Forma Contract Section A.4. Include in this narrative, the following deliverables: (a) The Respondent's understanding of and ability to satisfy the requirements for the Kickoff Meeting and Presentation as described in Pro Forma Contract Section A.4.a.; (b) A proposed high-level Work Breakdown Structure (WBS) and Project Schedule as described in Pro Forma Contract Section A.4.b.(1).i.;		**20**	

RESPONDENT LEGAL ENTITY NAME:	

Response Page # (Respondent completes)	Item Ref.	Section C— Project Management & Support	Item Score	Evaluation Factor	Raw Weighted Score
		(c) A proposed Resource Management Plan as described in Pro Forma Contract Section A.4.b.(1).ii.; (d) A proposed Risk Management Plan as described in Pro Forma Contract Section A.4.b.(1).iii.; (e) A proposed Issue Management Plan as described in Pro Forma Contract Section A.4.b.(1).iv.; (f) A proposed Change Management Plan as described in Pro Forma Contract Section A.4.b.(1).v.; (g) A proposed Release Management Plan as described in Pro Forma Contract Section A.4.b.(1).vi.; (h) the completion of Change Orders as defined in Pro Forma Contract Section A.4.b.(2); (i) The Respondent's understanding of and ability to satisfy the Weekly Status and Monthly Progress reporting requirements as described in Pro Forma Contract Sections A.4.b.(3) and A.4.b.(4); (j) The Respondent's completion of the Requirements Verification and Fit-Gap Analysis as described in Pro Forma Contract Section A.4.c.; (k) The Respondent's completion of the Requirements Traceability Matrix as described in Pro Forma Contract Section A.4.d.; (l) A proposed Test Plan as described in Pro Forma Contract Section A.4.g.; (m) Creation and maintenance of a Defect Tracking Log as described in Pro Forma Contract Section A.4.h.; (n) A proposed Implementation Plan as described in Pro Forma Contract Section A.4.i.; (o) Completion of the Backup and Recovery Plan as described in Pro Forma Contract Section A.4.j.; and (p) Provide a narrative describing the Respondent's understanding of and ability to satisfy the Final Project Report requirement described in Pro Forma Contract Section A.4.t.			
	C.7.	Provide a narrative that describes the types of interfaces that the proposed solution is capable of and how the Respondent will complete the Interfaces Design as described in Pro Forma Contract Section A.4.e.		**5**	
	C.8.	Provide a proposed Data Migration Plan as described in Pro Forma Contract Section A.4.f.		**10**	

RFP ATTACHMENT 6.2. — SECTION C (continued)

RESPONDENT LEGAL ENTITY NAME:	

Response Page # (Respondent completes)	Item Ref.	Section C— Project Management & Support	Item Score	Evaluation Factor	Raw Weighted Score
	C.9.	Provide a narrative that illustrates how the Respondent will complete the Training as described in Pro Forma Contract Section A.4.n.		**10**	
	C.10.	Provide a narrative that illustrates how the Respondent will provide Support and Maintenance as described in Pro Forma Contract Section A.4.r.		**5**	
	C.11.	Provide a narrative that illustrates how the Respondent will address Modifications and Enhancements (MERs) as described in Pro Forma Contract Section A.4.s.		**4**	
	C.12.	Provide a narrative that describes the customary division of support between the Contractor and the customer. Include standard roles and responsibilities definitions for both the Contractor and the customer for new application releases, upgrades, and administrative functions.		**4**	
	C.13.	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.		**4**	
	C.14.	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**	
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.				**Total Raw Weighted Score:** *(sum of Raw Weighted Scores above)*	

Total Raw Weighted Score / **Maximum Possible Raw Weighted Score** *(i.e., 5 x the sum of item weights above)*	**X 10** *(maximum possible score)*	**= SCORE:**	

State Use – Evaluator Identification:

State Use – Solicitation Coordinator Signature, Printed Name & Date:

TECHNICAL RESPONSE & EVALUATION GUIDE

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

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

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

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

For D1 respondent must provide responses to this section in the Excel file provided as RFP 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.

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

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

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

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	**Item Ref.**	**Section D — Requirements Matrix**	**Item Score**	**Evaluation Factor**	**Raw Weighted Score**
	D.1.	Respond to each requirement in the RFP Attachment 2 – Requirements Matrix as instructed on the first worksheet of the Excel workbook, "Instructions.". For this section, Respondent must provide its responses in the Excel file provided, 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.)		**35**	
	D.2.	Provide a narrative of the proposed system's configuration and ability to support multi-portfolios or fund participant accounting where each portfolio can have various database definitions (i.e. statutory or policy driven) as described in the RFP Attachment 2 – Requirements Matrix, (A) System.		**15**	
	D.3.	Describe the flexibility and ability for authorized Treasury users to customize the system for requirements such as creating new plans, income methods, reports, data elements, fees, and earnings as described in the RFP Attachment 2 – Requirements Matrix, (A) System and (B) Reporting & Analytics.		**5**	
	D.4.	Provide a narrative of the proposed Solution's adjustments capabilities, including in the narrative the system's ability to allow adjustments for different transaction types during open accounting periods, as well as its ability to capture the reasons associated with the adjustment as described in the RFP Attachment 2 – Requirements Matrix, (A) System.		**5**	
	D.5.	Provide a narrative of the proposed solution approach on allocating income. Describe the methods used as described in the RFP Attachment 2 – Requirements Matrix, (A) System.		**5**	
	D.6.	Provide a narrative that describes the proposed system's report writing capabilities, including in the narrative ad hoc report generation, ad hoc query capabilities, generation of customized statements, and report scheduling capabilities as described in the RFP Attachment 2 – Requirements Matrix, (A) System and (B) Reporting & Analytics.		**5**	
	D.7.	Provide a narrative of the proposed system's online portal capabilities, including in the narrative a discussion of customized features for multiple portfolios and ability to interface in real time with Treasury systems as described in the RFP Attachment 2 – Requirements Matrix, (A) System and (C) Online Portal.		**10**	
	D.8.	Provide a narrative of the proposed system's online portal capabilities, including in the narrative a discussion of customized features related to Web Collateral as described in RFP Attachment 2 – Requirements Matrix, (C) Online Portal.		**15**	
	D.9.	Provide a narrative of the proposed system's ability to comply with the RFP Attachment 5 – Tennessee Technical Architecture Standards and Exceptions, including in the narrative the solution's ability to adhere to Windows based products, physical or virtual, and provide a highly secure key		**5**	

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	**Item Ref.**	**Section D — Requirements Matrix**	**Item Score**	**Evaluation Factor**	**Raw Weighted Score**
		management solution as described in the RFP Attachment 2 – Requirements Matrix, System Tab Infrastructure Section.			
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.			**Total Raw Weighted Score:** *(sum of Raw Weighted Scores above)*		
Total Raw Weighted Score / **Maximum Possible Raw Weighted Score** *(i.e., 5 x the sum of item weights above)*			**X 50** *(maximum possible score)*	**= SCORE:**	
State Use – Evaluator Identification:					
State Use – Solicitation Coordinator Signature, Printed Name & Date:					

RFP ATTACHMENT 6.3.

COST PROPOSAL & SCORING GUIDE

NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED

COST PROPOSAL SCHEDULE— The Cost Proposal, detailed below, shall indicate the proposed price for goods or services defined in the Scope of Services of the RFP Attachment 6.6., *Pro Forma* Contract and for the entire contract period. The Cost Proposal shall remain valid for at least one hundred twenty (120) days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract resulting from this RFP. All monetary amounts shall be in U.S. currency and limited to two (2) places to the right of the decimal point.

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

Notwithstanding the cost items herein, pursuant to the second paragraph of the *Pro Forma* Contract section C.1. (refer to RFP Attachment 6.6.), "The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract."

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

RESPONDENT SIGNATURE:	
PRINTED NAME & TITLE:	
DATE:	

RESPONDENT LEGAL ENTITY NAME:	

Line Item of Cost Description	**Proposed Cost**	**State Use Only**	
		Evaluation Factor	**Evaluation Cost** (cost x factor)
Total Implementation Cost for the State Approved delivery of the TANDEM System and Interfaces using Project Initiation Phases & Project Management deliverables pursuant to the Pro Forma Contract Section A.	**$ / UNIT**	1	
Completion and State Approval of Change Order Work performed pursuant to the Pro Forma Contract Section A.4.b.(2).	**$ / person hours**	500	
Completion and State Approval of Modifications and Enhancements performed pursuant to the Pro Forma Contract Section A.4.s.	**$ / person hours**	300	

RFP ATTACHMENT 6.3. (continued)

RESPONDENT LEGAL ENTITY NAME:			
Line Item of Cost Description	**Proposed Cost**	**State Use Only**	
		Evaluation Factor	**Evaluation Cost** (cost x factor)
Total Cost for Support and Maintenance			
Support and Maintenance- as detailed in Pro Forma Contract Section A.4.r.	**$ / year**	5	
EVALUATION COST AMOUNT (sum of evaluation costs above)**:** The Solicitation Coordinator will use this sum and the formula below to calculate the Cost Proposal Score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.			
lowest evaluation cost amount from all proposals / **evaluation cost amount being evaluated**	**x 30 (maximum section score)**	**= SCORE:**	
State Use – Solicitation Coordinator Signature, Printed Name & Date:			

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 solely responsible for obtaining completed reference questionnaires as required (refer to RFP Attachment 6.2., Technical Response & Evaluation Guide, Section B, Item B.17.), and for enclosing the sealed reference envelopes within the Respondent's Technical Response.

RFP # 30901 - 26615 REFERENCE QUESTIONNAIRE

REFERENCE SUBJECT: RESPONDENT NAME (completed by Respondent before reference is requested)

The "reference subject" specified above, intends to submit a response to the State of Tennessee in response to the Request for Proposals (RFP) indicated. As a part of such response, the reference subject must include a number of completed and sealed reference questionnaires (using this form).

Each individual responding to this reference questionnaire is asked to follow these instructions:

- complete this questionnaire (either using the form provided or an exact duplicate of this document);
- sign and date the completed questionnaire;
- seal the completed, signed, and dated questionnaire in a new standard #10 envelope;
- sign in ink across the sealed portion of the envelope; and
- return the sealed envelope containing the completed questionnaire directly to the reference subject.

(1) What is the name of the individual, company, organization, or entity responding to this reference questionnaire?

(2) Please provide the following information about the individual completing this reference questionnaire on behalf of the above-named individual, company, organization, or entity.

NAME:	
TITLE:	
TELEPHONE #	
E-MAIL ADDRESS:	

(3) What goods or services does/did the reference subject provide to your company or organization?

(4) What is the level of your overall satisfaction with the reference subject as a vendor of the goods or services described above?

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

	1	2	3	4	5	
least satisfied						**most satisfied**

RFP # 30901 - 26615 REFERENCE QUESTIONNAIRE — PAGE 2

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

(5) If the goods or services that the reference subject provided to your company or organization are completed, were the goods or services provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.

(6) If the reference subject is still providing goods or services to your company or organization, are these goods or services being provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.

(7) How satisfied are you with the reference subject's ability to perform based on your expectations and according to the contractual arrangements?

(8) In what areas of goods or service delivery does/did the reference subject excel?

(9) In what areas of goods or service delivery does/did the reference subject fall short?

(10) What is the level of your satisfaction with the reference subject's project management structures, processes, and personnel?

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

	1	2	3	4	5	
least satisfied						**most satisfied**

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

RFP # 30901 - 26615 REFERENCE QUESTIONNAIRE — PAGE 3

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

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

	1	2	3	4	5	
least satisfied						**most satisfied**

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

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

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

	1	2	3	4	5	
least satisfied						**most satisfied**

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

REFERENCE SIGNATURE:
(by the individual completing this request for reference information)

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

DATE: _____

RFP ATTACHMENT 6.5.

SCORE SUMMARY MATRIX

	RESPONDENT NAME		*RESPONDENT NAME*		*RESPONDENT NAME*	
GENERAL QUALIFICATIONS & EXPERIENCE **(maximum: 10)**						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE:		**AVERAGE:**		**AVERAGE:**	
PROJECT MANAGEMENT AND SUPPORT **(maximum: 10)**						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE:		**AVERAGE:**		**AVERAGE:**	
REQUIREMENTS MATRIX **(maximum: 50)**						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE:		**AVERAGE:**		**AVERAGE:**	
COST PROPOSAL **(maximum: 30)**	**SCORE:**		**SCORE:**		**SCORE:**	
TOTAL RESPONSE EVALUATION SCORE: **(maximum: 100)**						
Solicitation Coordinator Signature, Printed Name & Date:						

CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF TREASURY
AND
CONTRACTOR NAME

This Contract, by and between the State of Tennessee, Department of Treasury ("State") and Contractor Legal Entity Name ("Contractor"), is for the provision of TANDEM, as further defined in the *Pro Forma* Contract Attachment 7 – Glossary of Terms. State and Contractor may be referred to individually as a "Party" or collectively as the "Parties" to this Contract.

The Contractor is a/an Individual, For-Profit Corporation, Non-Profit Corporation, Special Purpose Corporation Or Association, Partnership, Joint Venture, Or Limited Liability Company.
Contractor Place of Incorporation or Organization: Location
Contractor Edison Registration ID # Number

A. SCOPE:

A.1. The Contractor shall provide all goods or services and deliverables as required, described, and detailed below and shall meet all service and delivery timelines as specified by this Contract.

A.2. Service Definitions. Following are key definitions related to specific services requested in this Contract.

a. "ACME" is a cash movement control system; it provides operational services to four Treasury divisions. The primary purpose of ACME is to establish a central control for the Treasury Cash Manager to direct Cash inflows and outflows from the State's primary bank account. The system captures and tracks the status of cash transactions for daily use and stores them for historical reporting.

b. "QED" is a system used by Treasury to record all investment transactions related to the State Pooled Investment Fund and other funds invested by the State Treasury. QED automates all aspects of investment operations, including transaction processing, mark-to-market valuation, reconciliation and trade settlement, performance measurement and analysis, and investment accounting. It also combines extensive portfolio management, investment operations, and accounting functionality into one cohesive multi-threaded desktop application that is centrally controlled and distributed in real-time to Treasury employees.

c. "Defect" means a condition in the product or deliverable that does not meet requirements or end-user expectations (which may not be specified but are reasonable.

d. "Deliverables" mean the set of products to be delivered to the State by the Contractor to fulfill the terms of this Contract.

e. "Modification and Enhancement Request" (MER) means a request made in writing by the State to the Contractor to modify or enhance the TANDEM.

A.3. Service Goal. The goal is to achieve a solution of modules that are built to interface in real time with each other, providing participant level accounting as well as an online Portal that will allow users to initiate and/ or view transactions. In order to achieve this goal, the State has established the following key milestones for TANDEM:

TANDEM: Milestone	Description	Target Date
TANDEM Phase 1	Create an interface with QED and Deploy Web Collateral Portal functions that includes at a minimum: • Secure login for participant banks and authorized Treasury staff • Ability to pledge and release securities • Inventory of pledges	***3 months after*** "Contract Effective Date"
TANDEM Phase 2	Deploy the TANDEM that includes at a minimum: • Data Conversion and import • Interface with QED and ACME • Reporting Module Deployment of the Portfolios' Portal functions including: ▪ Secure login for participants ▪ Initiate ACH Capability ▪ Initiate Wires Capability ▪ Transaction history ▪ Statements view	***6 months after*** "Contract Effective Date"

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 the Contractor's 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 full time 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 with the State Business Project Manager to ensure Contractor activities and task assignments 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 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, including a mitigation strategy;

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 future software upgrades and enhancements.

(2) **Change Orders**. The State may, at its sole discretion and with written notice to the Contractor, request changes in the scope of services that are necessary but were inadvertently unspecified in the scope of services of this Contract. Change Orders may occur during each phase of the project.

i. Memorandum of Understanding (MOU). In no event of more than ten (10) business days after receipt of a written change order request from the State, the Contractor shall respond with a written proposal for completing the service. Said proposal must specify:

- the effect, if any, of implementing the requested change(s) on all other services required under this Contract;
- the specific effort involved in completing the change(s);
- the expected schedule for completing the change(s);
- the maximum number of person hours required for the requested change(s); and
- the maximum cost for the change(s), PROVIDED THAT such maximum cost shall not exceed the product of the person hours required multiplied by the appropriate payment rate proposed for change order work.

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

iii. Change Order Performance. Subsequent to State approval of a MOU, the Contractor shall complete the required change order services. The State will be the sole judge of the acceptable completion of change order work, and upon such determination, the State shall provide the Contractor written approval of the work.

iv. Change Order Remuneration. The State will remunerate the Contractor only for acceptable work. All acceptable work performed pursuant to an approved MOU, without a formal amendment of this Contract, shall be remunerated. The State shall be liable to the Contractor only for the cost of the actual

person hours worked to complete the change order work and not to exceed the maximum cost for the change detailed in the MOU. In no instance shall the State be liable to the Contractor for the cost of any person hours worked in excess of the maximum person hours indicated in or of any amount exceeding the maximum cost specified by the approved MOU authorizing the service. Upon State approval of the change order work, the Contractor shall invoice the State in accordance with the relevant provisions of this Contract.

(3) **Weekly Status Report**. The Contractor shall prepare and submit a Weekly Status Report to the State Business Project Manager. The report shall contain a synopsis of the status of activities, outstanding issues as documented in the "Issue Management Plan," Contract Section A.4.b.(1)iv, and expected resolution dates, and key risks and issues. Items to be tracked in this report will include, at minimum, open technical questions, requests for information, schedule of resources for the coming weeks, and requests for documentation.

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

The State will indicate acceptance or modification of the Weekly Status Report during the weekly status meeting with the State Business Project Manager and other appropriate personnel. The State may request an updated Weekly Status Report if modifications are deemed to be needed.

(4) **Monthly Progress Report**. The Contractor shall prepare and submit a Monthly Progress Report to the State throughout the project's duration. Monthly Progress Reports shall contain, at a minimum:

i. Progress toward project milestones;

ii. Explanations of schedule and cost variances relative to the previous month's progress report and the baseline schedule and cost projections;

iii. Updates on implementation;

iv. Status of deliverables;

v. Action items and status;

vi. Status of Modification 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 RFP 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 RFP Attachment 2 - Requirements Matrix, for the verification process. The Contractor and the State shall reach and document a common understanding of requirements, including possible rephrasing for clarity and gaps (changes required in software to meet requirements).

The Contractor shall prepare and deliver to the State for review and approval a Requirements Verification document that includes a finalized list of Business Requirements Specifications that 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 TANDEM system include:

(1) **System**. The Solution will replace the State's current system. The new solution should be able to provide Participant Level Accounting as well as a Web Interface that will allow participants to access their accounts and initiate transactions. This solution will be hosted by the State but developed by the Contractor. Detailed requirements for all the system components such as general system, participant, plans, account and account history requirements, fees requirements, earnings requirements, transactions, deposits or withdrawals, import/ export, and statements system interface requirements can be found in RFP Attachment 2 – Requirement Matrix, Section (A) System.

(2) **Reporting & Analytics**. The Solution shall provide a reporting module that will allow Treasury users to run existing reports, create new ad hoc reports, schedule reports and export reports in a format that will allow them to easily manipulate the reports. More detailed requirements are incorporated into this contract in RFP Attachment 2 – Requirements Matrix, Section (B) Reporting & Analytics.

(3) **Online Portal.** The Solution shall provide an online portal for different portfolios managed by the State. The portal will allow participants to access their information, view statements, initiate ACH's and wires transactions, as well as pledge and release securities. Based on the portfolio that that they are part of, participants will view only their own information. More detailed requirements are incorporated into this contract in RFP Attachment 2 – Requirements matrix, Section (C) Online Portal.

(4) **Hardware**. The Solution shall support all conceptual architectural guidelines and standards as specified by the State. Such guidelines have been base-lined at (date) as indicated in RFP Attachment 5 – Tennessee Technical Architecture Standards and Exceptions.

System Location: The system shall be hosted on State-standard hardware within the State's Data Center.

Responsibility for Hardware: The State is responsible for providing the hardware used by the State. The Contractor shall provide clear specifications of all hardware that is needed. The Contractor shall size the hardware to sufficiently meet the business need but not exceed what the State considers a reasonable amount of capacity. The Contractor shall deliver Hardware Capacity Analysis and Growth Plan to the State showing how the hardware requirements were derived and how to forecast additional hardware needs as system utilization and storage requirements increase. The State reserves the right to add, change, reconfigure, consolidate, or eliminate hardware at any time to meet the best interests of the State.

Use of Virtual Server Environment: The State may require certain components of the system to operate in the State's virtual environment. The Contractor shall specify which components can and cannot operate on virtual server technology.

The State shall acquire the necessary hardware and operating system software for all environments at the State locations. The Contractor shall assist with installation, configuration, and testing of hardware and operating system software at the State-specified location(s). The Contractor shall provide advisory services, guidance and assistance with respect to the installation of all State and related software in all environments.

It is acceptable for a solution to use components that are outside the State guidelines and standards, provided that the Office for Information Resources has reviewed and evaluated the proposed variation from State guidelines and standards – Refer to RFP

Attachment 5 – Tennessee Technical Architecture Standards and Exceptions. If, during the contract, components are identified as 1) outside the guidelines and standards in effect when this RFP was issued, and 2) unacceptable to the State, the Contractor shall be prepared to exchange proposed components and make other changes required to meet State guidelines and standards as required by the State. These changes, if required, shall be made at no additional cost to the State.

i. *Application Architecture*. The criteria and techniques associated with the design of applications for the State's distributed computing environment shall be able to be easily modified to respond quickly to the State's changing business needs, as well as to the rapidly evolving information technologies available to support those needs.

The Solution shall be designed with logical application boundaries that mimic the business processes they support. The Solution shall make effective use of reusable components in order to improve flexibility, scalability, and extensibility into applications. To improve scalability, reliability, and extensibility, the Solution shall separate these components into at least three layers: data, business logic, and user interface.

The Solution shall enable:

- Ease of integration of applications and application services;
- Efficient reuse of existing application assets;
- Faster deployment of new applications;
- Improved responsiveness to changing business needs; and
- Date-effective, rules-based configuration of the changing business rules under which the State operates.

ii. *Network Architecture*. The Solution shall support the following network environment:

- Fast Ethernet;
- Gigabit Ethernet through Intel 1000 Pro or equivalent;
- TCP network protocol; and
- IEEE 802.11 a/ b/ g/ n wireless standards.

iii. *Data Architecture*. The Solution shall employ a Relational Database Management System (RDBMS) within its data storage architecture. One of the following must be supported:

- Microsoft SQL Server; or
- Oracle Database.

In its use of the RDBMS, the application must take advantage of transaction processing such that any operations carried out on the database that are interdependent are either all completed successfully or all cancelled successfully.

The application must be architected in such a way as to take advantage of:

- Rollback – ensuring database integrity by recording intermediate states of the database as it is modified and using these records to restore the database to a known state if a transaction cannot be committed.

- Roll forward –keeping a separate journal of all modifications to a database (sometimes called after images); this information is not required for rollback of failed transactions, but it is useful for updating the database in the event of a database failure. If the database fails entirely, it would be restored from the most recent back-up. The back-up will not reflect transactions committed since the back-up was made. However, once the database is restored, the journal of after images can be applied to the database (roll forward) to bring the database up to date. Any transactions in progress at the time of the failure would then be rolled back. The result is a database in a consistent, known state that includes the results of all transactions committed up to the moment of failure.

- Deadlock avoidance – in some cases, two transactions may, in the course of their processing, attempt to access the same portion of a database at the same time in a way that prevents them from proceeding. The Solution shall be designed to detect these deadlocks when they occur. Typically, both transactions will be cancelled and rolled back, and they will automatically be started again in a different order, so the deadlock doesn't occur again.

iv. *Groupware Architecture*. The Solution shall establish a foundation for collaboration and communication.

The Solution shall, at a minimum, comply with the following protocols and standards:

- The use of Adobe Acrobat Portable Document Format (PDF) for non-editable electronic documents (except images which may be stored in the TIFF Group 4 format);

- The use of the most recent version of eXtensible Markup Language (XML) when capturing or authoring document content that requires further automated processing by other information systems and web-based clients using standard web services;

- The ability to import or export standard comma delimited files; and

- The ability to interface with Microsoft Exchange / Outlook.

v. *Platform Architecture*. The Solution shall adhere to the State's preferred Windows Server environment.

If Treasury agrees to different platform architecture, that architecture shall be interoperable with the State's preferred environment. In addition, the Solution shall support all other platform architecture guidelines and standards as specified by the State. The Solution shall provide "high availability."

vi. *Integration Architecture*. The Solution shall provide clearly defined application interfaces (APIs), such as web services, for the purposes of documentation and application integration.

The system must be developed with sufficient flexibility to interface with the currently existing systems and provide an integration architecture that allows connection to the State's existing email Microsoft Exchange and Directory Services capabilities.

Characteristics of such an infrastructure have been base-lined as of March 2015 as indicated in the RFP Attachment 5 – Tennessee Technical Architecture Standards and Exceptions.

The Solution shall provide a single point of management for all of the system interfaces within the solution environment. Such an "interface gateway" provides a single point to manage design, execution, security, performance, monitoring, documentation, etc.

vii. *Systems Management Architecture*. The Solution shall support the system management architecture through the support of Simple Network Management Protocol (SNMPv3) manageable platforms. The State requires that the Contractor implement application, capacity, and performance monitoring capabilities for all components of its solution. The management suite will monitor the collective system(s), proactively anticipate potential issues, and proactively alert support staff so that problems can be addressed and avoided.

viii. *Security and Directory Services Architecture*. The State's technological resources shall be available to users across the enterprise regardless of location or platform. Therefore, the State shall implement security and directory services in such a manner that its information infrastructure is protected and accessible, while, at the same time, its functionality is unimpeded and its business services are readily available. The State requires a highly secure key management solution that separates the cryptographic key storage from the data storage.

In addition, the Solution shall:

- Support the most recent version of Secure Sockets Layer (SSL) for secure communication between web servers and web browsers;
- Support IP protocol security extension (IPSec) where applicable;
- Integrate with a directory services infrastructure including Microsoft Active Directory and must support Lightweight Directory Access Protocol (LDAP) for capabilities such as single sign-on;
- Support open, industry-accepted standards for applicable uses of cryptography such as Advanced Encryption Standard or Triple DES. More specifically, the Solution shall support the use of unique identifications that are cross-referenced to encrypted Social Security numbers;
- All mobile data shall be encrypted in compliance with the State's security requirements;
- Sensitive personally identifiable information (PII) is required to be encrypted at rest to further protect against exposure;
- Because security control impacts the entire enterprise, its implementation must be easy to administer, verify, and sustain;

- The Contractor's Solution shall comply with applicable federal and state law with regard to "electronic signatures;" and

- The Contractor must understand and adhere to the State Enterprise Security Policies which can be found at the following URL: http://www.state.tn.us/finance/oir/security/secpolicy.html.

Furthermore, the architecture must permit use of the comprehensive system required to provide public-key encryption and digital signature services, also known as a public-key infrastructure (PKI). Encryption pertains to the following:

- Any data and other identity sensitive data transmitted over unsecured connections shall be encrypted;

- Any security tables shall be encrypted because a breach would endanger the integrity of the system;

- Any passwords stored under the control of the line-of-business (LOB) application shall be protected by one-way (hashing) encryption; and

- Any other operational data (e.g., assignment of user identification to roles, assignment of roles to permissions, assignment of workflow roles) shall be encrypted if not protected from access by a determined user.

Encryption solutions should minimize the in-process exposure of decrypted data. Unencrypted data flows must not transit the most restrictive network firewall or security routing perimeter.

ix. *Accessibility Architecture for Browser Applications*. The Solution shall support the current release and at least one previous version of Microsoft's Internet Explorer, FireFox, Mozilla, or Safari. The Contractor's Solution shall continue to support the most recent release for each of these browser platforms.

For information presented via the web, the Solution shall support the latest version of the World Wide Web Consortium Web Content Accessibility Guidelines, State of Tennessee standards, and Federal ADA Compliance Standards.

(5) Environments. The State shall have three operating environments:

i. *Development* – Used for development of programmatic changes. Must be similar to production environment, but can be smaller in scale. This environment hosts the source code library, versioning/configuration management/release tools, and other software development and testing tools as needed.

ii. *System/integration Test and Training* – Used to verify new or modified code integrations with the current application baseline. Must accurately represent the production environment for the changes being tested, but does not require duplication of the entire production data set. This environment will also be used to train users ongoing with real production data without making changes to the production database.

iii. *Production* – The official system of record. The production environment will be sized to handle any expected demand. The production environment shall operate in accordance with State's standards. Changes to the production environment are made only through documented change control procedures. The production environment shall be physically and logically isolated from the Development, System/Integration Test, Quality Assurance, and Training environments.

d. **Requirements Traceability Matrix**. The Contractor shall prepare and deliver to the State for review and approval a Requirements Traceability document that includes a finalized list of Business Requirements Specifications, which detail the specific features and functions of each requirement. To assist with tracking all project requirements and deliverables, the State will prepare an Initial Requirements Traceability Matrix and deliver it to the Contractor. The Contractor will use an approved Requirements Traceability Matrix (RTM) method to track requirements so use cases, design/specification documents, etc. can be mapped for traceability, and test cases can be mapped to requirements to ensure adequate test coverage. In addition to requirements verification, at a minimum, the RTM will provide the following benefits:

(1) Provide clarification to the Contract requirements;

(2) Provide a trail or "traceability" of requirements to be met, starting from the Contract and culminating with the preparation of the requirements document;

(3) Provide a common understanding for the "go-forward" activities of subsequent rollouts, including "what" will be delivered and "when" in the project's evolution it will be delivered; and

(4) Provide a mechanism to track agreements on requirement clarification, refinement, elaboration, addition, or removal during the course of the project.

Furthermore, the Contractor shall be responsible for tracking and matching project requirements and maintaining the RPM from contact initiation through Contract completion activities.

e. **Interface Design**. The Contractor shall create a real-time Interface design deliverable that includes ACME and QED.

f. **Data Migration Plan**. The Contractor shall work with the State to develop a plan describing the strategy, approach, and design for migrating existing data from the current legacy system used by the State (TEAMS) to the TANDEM. The Data Migration Plan shall describe at a minimum:

(1) How data will be migrated from the old system to the new one, along with recommendations to minimize the risk of incorrect data migration;

(2) Strategy for validating all data;

(3) Identify data anomalies;

(4) Assess risk and strategy for corrective action;

(5) Data correction strategy for pre and post conversion; and

(6) Conversion methodology specific to the phased approach for implementation.

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

g. **Test Plan**. The Contractor shall develop and deliver a plan describing how the Contractor will coordinate, manage, and conduct thorough testing of the TANDEM 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, interfaces and performance. 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 and on the integrated system prior to delivery to the State for UAT. Individual sets of test data and test plans shall be created by the Contractor to completely test internal conditions of the system. The State 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 TANDEM in the test environment; and
- 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 and relevant datasets. 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 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 Contractor will work with the State to develop a UAT Test Plan and test scenarios; the State 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.

h. **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; and

(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 UAT. The Defect Tracking Report shall be based on data recorded in a defect tracking tool and will include any modifications or enhancements identified during UAT. A weekly defect summary report will be required by the Contractor until all defects have been resolved.

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

i. **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; and

(4) Backup and recovery procedures.

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

j. **Backup and Recovery Plan**. All necessary documentation regarding the business resumption should be provided to the State by the Contractor. The Contractor shall assist and provide guidance to both Treasury and Tennessee Office for Information Resources (OIR) with regards to the planning, testing, and actual execution of normal system back-up and recovery execution. The Backup and Recovery Plan must support multiple environments, failover environments, and Disaster Recovery.

k. **Construct TANDEM**. The Contractor shall develop and configure the TANDEM system in accordance with the plans and requirements specified in Contract Sections A.4.b through A.4.g. 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.e and in RFP Attachment 2 –Requirements Matrix. 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 and will require the State's written approval.

m. **Conduct Testing**. The Contractor shall perform all functional, system, and integration testing of TANDEM, including interfaces and data migration in accordance with Contract Section A.4.g.and the State-approved Test Plan (A.6. - Deliverable 14). 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 State's technical environment. The Contractor shall conduct functional, system, integration, and regression testing during each phase of the TANDEM project. In addition, prior to each go-live, the Contractor will conduct a performance/capacity test simulating 100 concurrent users.

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 UAT.

n. **Training**. The Contractor will provide training services to the State related to the use of the TANDEM system.

(1) **Training Plan**. The Contractor will develop a Training Plan detailing specific training plans for each role type that will interact with the TANDEM solution. The Contractor and the State will collaborate and develop the specific role type, roles, permissions, and training for each category of users. Training will be appropriate for these roles and categories.

(2) **Training Material**. The Contractor shall develop and deliver to the State Train-the-Trainer material for the final TANDEM 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) **Help Content**. The Contractor shall develop and deliver content for the Help functions of TANDEM. 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. The Contractor shall provide dedicated support for UAT, including a separate UAT 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 (A.6. - Deliverable 15). When all defects have been corrected, and UAT is deemed complete by the State, the State will approve UAT in writing which shall signal the commencement of implementation of that project phase. The State will conduct UAT during each phase of the TANDEM project.

p. **TANDEM Phase 1**. This project phase will create a real time interface with QED as well as deploy a secure web portal application that will automate the pledge and release of securities.

(1) Interface with QED: Contractor will create a real time interface with QED.

(2) Secure log in portal application: Contractor will create a secure web application where participant banks for the Collateral Pool will be able to log in and:

i. See a Message box where Treasury will be able to post messages and keep the participants updated;

ii. See and access hyperlinks that will redirect them to different areas of interest on the Treasury website such as Statutes, Rules, Participants, Next Board Meeting, and Contact Information;

iii. See Collateral level;

iv. See Collateral target;

v. See Market value of collateral;

vi. See Inventory of pledged securities;

vii. Release securities from the inventory list;

viii. Pledge securities; and

ix. Change contact information.

q. **TANDEM Phase 2**. This project phase involves the deployment of the new system that will replace the current system that Treasury currently uses - TEAMS. 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, the State will provide approval in writing. The Contractor shall ensure adequate support is available at go-live.

(1) Migrate Production Data. The contractor shall work with the State to migrate data into TANDEM and test the results of the migration in accordance with the State-approved Data Migration Plan (Section A.6. - Deliverable 13).

(2) Deploy TANDEM. Access will be provided to the Treasury team. Real time interfaces with ACME and QED as well as a reporting module will be created. The Contractor shall ensure adequate support is available, including three (3) days of on-site support at go-live.
During the second phase, the Contractor will also create a real time interface with ACME and QED and deploy a secure web portal application that will allow participants to:

i. Initiate automated clearing house (ACHs) and wires in and out;

ii. View transaction history; and

iii. View statements.

(3) Post-Implementation Assessment. The Contractor shall monitor the TANDEM Phase 2 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, the State will provide approval in writing.

r. **Support and Maintenance**. The Contractor shall provide support and maintenance for the TANDEM system that will commence with the State's acceptance and written approval of the Post-Implementation Assessment report for TANDEM Phase 1 and will continue throughout the Contract. The Contractor shall provide direct technical support and shall maintain the operational readiness, interoperability, and conformance to specifications and requirements of TANDEM.

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

i. 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; and

ii. Diagnose and resolve problems reported by the State that have not been diagnosed and resolved at lower levels of support within the State. The State will determine the severity level of each reported problem. The levels and the corresponding Service Level Goals are indicated below:

Severity Level	***Description***	***Service Level Goal***
Level 1	Problem has an immediate impact on a majority of end users' ability to access and/or use the system. This problem generally involves multiple users at the same time. The Contractor shall address system outages or severely degraded services immediately.	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. 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.
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.	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 D.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. 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.
Level 3	Problem can occur at any time and is either high impact with moderate urgency or extremely urgent but with moderate impact. Under these circumstances, the ability of the software to support business processes is diminished. For example, a software process causes frequent, unpredictable, system-wide slowdown and must be restarted to resume acceptable performance.	Within 24 hours from the time a Severity Level 3 problem is reported to the Contractor, the Contractor shall assign resources to solve the problem within a mutually agreed upon timeframe. The Contractor shall provide a status update to the State's Technical Contact (identified in Section D.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.
Level 4	Problem has a moderate impact and is moderately urgent. These circumstances create conditions that inconvenience users of the system.	The Contractor shall work with the State's technical contact (identified in Section D.2.) or their designee to determine resources that the Contractor shall assign and when and the frequency of updates on the status of the problem or fix.

The Contractor shall provide the State with quarterly Service Level Reports no later than the tenth (10th) business day of the following quarter. The Service Level Reports will provide the time, severity level, description, acknowledgement time, and resolution time for each incident logged during the reporting period. The Service Level Reports will also show actual Service Level performance as compared to Service Level goals.

(2) **Business Continuity and Disaster Recovery**. Systems shall be configured with levels of redundancy, so the typical component failures shall not disrupt service. The

Contractor shall assist the State in implementing and exercise adequate business continuity and disaster recovery procedures.

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

(1) The State will request modifications and enhancements in writing to define the purpose and scope of the modification or enhancement. A Modification and Enhancement Request (MER) will include:

i. Requestor name and role;

ii. Brief description;

iii. Reason or justification;

iv. Requirements and specifications;

v. Request for a cost estimate, approximate time (hours), and resources necessary to complete;

vi. The modification or enhancement; and

vii. Requested or mandated delivery date.

(2) The Contractor shall prepare an estimate for the MER. The estimate shall include:

i. 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;

ii. The estimated delivery date of the modification or enhancement; and

iii. The impact of delivering the modification or enhancement on TANDEM 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 that 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; or
- 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 TANDEM 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.

(5) The State will test the delivered modification or enhancement to ensure that:

i. The modification or enhancement completely provides the functions as required by the MER;

ii. The modification or enhancement has no deficiencies in documentation; and

iii. The modification or enhancement has no defects in functionality, efficiency or performance.

The State, at its sole discretion, will determine acceptance of the modification or enhancement and will indicate its acceptance or non-acceptance to the Contractor in writing within ninety (90) days of installation.

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

t. **Final Project Report**. The Contractor shall create a Final Project Report using the State's Project Closure Report Form to summarize 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 after the State signs off on the final project implementation. 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	Ten (10) calendar days after Contract Effective Date
2	Work Breakdown Structure and Project Schedule	A.4.b.(1)i	Thirty (30) calendar days after Contract Effective Date
3	Resource Management Plan	A.4.b.(1)ii	Thirty (30) calendar days after Contract Effective Date
4	Risk Management Plan	A.4.b.(1)iii	Thirty (30) calendar days after Contract Effective Date
5	Issue Management Plan	A.4.b.(1)iv	Thirty (30) calendar days after Contract Effective Date

#	Deliverable	Contract Section(s)	Delivery date
6	Change Management Plan	A.4.b.(1)v	Thirty (30) calendar days after Contract Effective Date
7	Release Management Plan	A.4.b.(1)vi	Thirty 30 calendar days prior to go-live of each phase.
8	Change Orders	A.4.b.(2)	
9	Weekly Status Report	A.4.b.(3)	No later than the close of business on the first business day of the week.
10	Monthly Progress Report	A.4.b.(4)	No later than the 5th business day of the month.
11	Requirements Verification and Fit-Gap Analysis	A.4.c.	As mutually agreed upon by the State and Contractor in accordance with the Project Schedule.
12	Interface Design	A.4.e.	As mutually agreed upon by the State and Contractor in accordance with the Project Schedule.
13	Data Migration Plan	A.4.f.	As mutually agreed upon by the State and Contractor in accordance with the Project Schedule.
14	Test Plan	A.4.g.	As mutually agreed upon by the State and Contractor in accordance with the Project Schedule.
15	Defect Tracking Log	A.4.h.	As mutually agreed upon by the State and Contractor in accordance with the Project Schedule.
16	Defect Tracking Reports	A.4.h.	Daily upon commencement of User Acceptance Testing (UAT).
17	Implementation Plan	A.4.i.	As mutually agreed upon by the State and Contractor in accordance with the Project Schedule.
18	Backup and Recovery Plan	A.4.j.	As mutually agreed upon by the State and Contractor in accordance with the Project Schedule.
19	Construct TANDEM	A.4.k.	As mutually agreed upon by State and Contractor in accordance with the Project Schedule but no later than twelve (12) months after Contract Effective Date
20	Software Test Results document	A.4.m.	As mutually agreed upon by the State and Contractor in accordance with the Project Schedule.
21	Training Materials and Trained Trainers	A.4.n.	At least thirty (30) calendar days prior to the UAT of each project phase.
22	User Acceptance Testing (UAT)	A.4.o.	As mutually agreed upon by the State and Contractor in accordance with the Project Schedule.
23	TANDEM Phase 1	A.4.p.	As mutually agreed upon by the State and Contractor in accordance with the Project Schedule.
24	TANDEM Phase 2	A.4.q.	As mutually agreed upon by the State and Contractor in accordance with the Project Schedule.
25	Support and Maintenance	A.4.r.	Within sixty (60) calendar days of the Contract Effective Date
26	Modifications and Enhancements	A.4.s	As mutually agreed upon by the State and Contractor in accordance with the Project Schedule.

#	Deliverable	Contract Section(s)	Delivery date
27	Final Project Report	A.4.t.	No later than fifteen (15) business days after the State signs off on the final project implementation.

A.7. Warranty. Contractor represents and warrants that throughout the term of this Contract ("Warranty Period") that the goods or services provided under this Contract shall conform to the terms and conditions of this Contract. 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 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, the 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, the State shall be entitled to recover the fees paid to Contractor for the Defective goods or services.

a. The warranty terms, conditions, and language within this contract supersede any warranty language provided by the Uniform Computer Information Transaction Act (UCITA).

b. The Warranty Period(s) shall be three hundred sixty-five (365) days and shall apply to all software accepted by the State and shall apply to all products or services resulting from additional work and/or enhancements related to the software.

c. The Warranty Period(s) on the TANDEM System will begin on the date that the State approves, in writing, and the Post-Implementation Assessment completed by the Contractor and the State at the end of the implementation process for each TANDEM System phase.

d. The Warranty Period(s) on any additional work and/or enhancements requests by the State subsequent to a phase that has been implemented will begin on the date that the State approves, in writing, and the Post-Implementation Assessment completed by the Contractor and the State after the additional work and/or enhancement has been implemented. The Warranty Period for additional work and/or enhancements initiated during the final year of the Contract shall run for the remaining term of the Contract.

e. The Warranty shall be applicable when State staff performs any function under direction of the Contractor during any turnover during training or maintenance periods required in the Contract.

f. The Contractor shall provide emergency maintenance services to correct code problems or any performance or operations problems related to the design or coding of the solution software, its function, or interfaces on a twenty-four (24) hours, seven (7) days a week basis.

g. The Contractor shall provide toll-free telephone support between 7:00 A.M. and 5:00 P.M. Central Time, Monday through Friday, with the exception of designated State holidays. In addition, the Contractor shall provide self-service and on-line frequently asked question (FAQ) style support at all times. The Contractor shall provide an email address for receiving support requests with all emails acknowledged as received within 2 hours of being sent if sent before 3:00 P.M. Central Time or by 10:00 A.M. Central Time of the next business day if the original email was sent after 3:00 P.M. Central Time.

h. The State will determine when any errors, defects, deficiencies, or deviations have been resolved.

i. Contact for Warranty Services.

(1) The Contractor will be the initial contact point for all warranty notifications and support requests, regardless of the perceived source of the problem.

(2) The Contractor may elect to have toll-free telephone or on-site warranty repair or support services performed by subcontracted personnel; however, if this is the case, the Contractor shall be responsible for coordinating the effort so that the use of any third-party support is transparent to the State, so the State shall not have to deal directly with the Subcontractor.

(3) The State reserves the right to approve Subcontractors for warranty service and such Subcontractor shall be approved in writing by the State.

The above notwithstanding, the State reserves the right to contact Subcontractors directly if the State deems this to be in the best interest of the State.

j. Maintenance of Operations and Services during Warranty Work. The correction of errors, defects, deficiencies or deviations in work products and/or services shall not detract from or interfere with software maintenance or operational tasks.

k. Problems Not Caused by Contractor Fault.

(1) If Contractor personnel determine that the problem is not the fault of Contractor-provided software or hardware, the Contractor shall notify State support personnel immediately along with documentation to support that the problem is not the fault of the Contractor.

(2) If the State agrees that the problem is due to software, hardware, or project management decisions that are the responsibility of the State, the State shall resolve the problem. However, in this case, if requested by the State, Contractor personnel shall remain on-site and/or dedicated to the problem to perform any required joint functions until the problem is resolved.

A.8. Upgrades and Enhancements.

a. All upgrades and/or enhancements to the Solution will be made available to the State as soon as they are released to any of the Contractor's customers.

b. The Contractor will coordinate with the State on the timing of the installation of the upgrades and/or enhancements.

c. The Contractor will provide the State will full instructions regarding the steps necessary to install and test upgrades and/or enhancements.

A.9. Annual Support, Maintenance, and Licensing.

a. Annual Support, Maintenance, and Licensing Content. Annual support, maintenance and licensing shall include all updates, corrections, and modifications 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.10. Secure Website.

The Solution will be hosted by the State. The Contractor will be granted secure access for the purpose of testing and assisting the State in the administration and operation of the new system.

A.11. Support Center.

a. The Contractor shall establish dedicated point(s) of contact to provide communication and technical assistance to the State for the annual support and maintenance.

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.12. 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.13. Inspection and Acceptance. The State shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, the State determines that the goods or services are Defective, the State shall notify Contractor, and Contractor shall re-deliver the goods or provide the services at no additional cost to the State. If after a period of thirty (30) days following delivery of goods or performance of services the State does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the State.

A.14. Applicable Gifts and Solicitations Policy. The Contractor shall not offer to give or give any gift to any employee of the Treasury Department or to any member of a Board, Commission, or Committee administratively attached to the Treasury Department that would violate the Treasury Department's Gifts and Solicitations Policy, included as RFP Attachment 6 – Treasury Department Gifts and Solicitation Policy, to this Contract.

B. TERM OF CONTRACT:

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

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Written Dollar Amount ($Number) ("Maximum Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this

Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.

C.2. Compensation Firm. The payment methodology in Section C.3. of this Contract shall constitute the entire compensation due the Contractor for all goods or services provided under this Contract regardless of the difficulty, materials or equipment required. The payment methodology includes all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Contractor.

C.3. Payment Methodology. The Contractor shall be compensated based on the payment methodology for goods or services authorized by the State in a total amount as set forth in Section C.1.

a. The Contractor's compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.

b. The Contractor shall be compensated based upon the following payment methodology:

Service Description	**Amount** (per compensable increment)
Completion and State approval of the following Deliverables: • Deliverable #2: WBS and Project Schedule – *as detailed in Contract Section A.4.b.(1)i.* • Deliverable #3: Resource Management Plan – *as detailed in Contract Section A.4.b.(1)ii.* • Deliverable #4: Risk Management Plan - *as detailed in Contract Section A.4.b.(1)iii.* • Deliverable #5: Issue Management Plan - *as detailed in Contract Section A.4.b.(1)iv.* • Deliverable #6: Change Management Plan - *as detailed in Contract Section A.4.b.(1)v.* • Deliverable #7: Release Management Plan – *as detailed in Contract Section A.4.b.(1)vi.* • Deliverable #17: Implementation Plan – *as detailed in Contract Section A.4.i.* • Deliverable #18: Backup and Recovery Plan – *as detailed in Contract Section A.4.j.* •Deliverable # 25: Support and Maintenance - *as detailed in Contract Section A.4.r.*	***$ [NUMBER]*** *25% of the Total Implementation Cost*
Completion and State approval of the following Deliverables related to Phase 1: • Deliverable #11: Requirements Verification and Fit-Gap Analysis – *as detailed in Contract* Section A.4.c. • Deliverable #12: Interface Design – *as detailed in Contract Section A.4.e.* • Deliverable #14: Test Plan – *as detailed in Contract Section A.4.g.* • Deliverable # 15: Defect Tracking Log - *as detailed in Contract Section A.4.h.* • Deliverable # 16: Defect Tracking Report - *as detailed in Contract Section A.4.h.* • Deliverable #19: Construct TANDEM - *as detailed in Contract Section A.4. k.* • Deliverable #21: Training Material and Trained Trainers for each project phase – *as detailed in Contract Section A.4.n.* • Deliverable #22: User Acceptance Testing (UAT) for each project phase– *as detailed in Contract Section A.4.o.* • Deliverable # 23: TANDEM Phase 1 - *as detailed in Contract Section A.4.p.*	***$ [NUMBER]*** *35% of the Total Implementation Cost*
• Deliverable #8: Change Orders for Phase 1 - *as detailed in Contract Section A.4. b.(2)*	***$(Number)*** *Hours of completed and approved Change Orders*

Service Description	**Amount** (per compensable increment)
Completion and State approval of the following Deliverables related to Phase 2: • Deliverable #11: Requirements Verification and Fit-Gap Analysis – *as detailed in Contract* Section A.4.c. • Deliverable #12: Interface Design – *as detailed in Contract Section A.4.e.* • Deliverable #13: Data Migration Plan – *as detailed in Contract Section A.4.f.* • Deliverable #14: Test Plan – *as detailed in Contract Section A.4.g.* • Deliverable # 15: Defect Tracking Log - *as detailed in Contract Section A.4.h.* • Deliverable # 16: Defect Tracking Report - *as detailed in Contract Section A.4.h.* • Deliverable #19: Construct TANDEM - *as detailed in Contract Section A.4. k.* • Deliverable #21: Training Material and Trained Trainers for each project phase – *as detailed in Contract Section A.4.n.* • Deliverable #22: User Acceptance Testing (UAT) for each project phase– *as detailed in Contract Section A.4.o.* • Deliverable # 23: TANDEM Phase 2 - *as detailed in Contract Section A.4.q.*	***$ [NUMBER]*** *35% of the Total Implementation Cost*
• Deliverable #8: Change Orders for Phase 2 - *as detailed in Contract Section A.4. b.(2)*	***$(Number)*** *Hours of completed and approved Change Orders*
Completion and State approval of the following Deliverables: • Deliverable # 27: Completion and delivery of Final Project Report - as *detailed in Contract Section A.4.t.*	***$ [NUMBER]*** *5% of the Total Implementation Cost*
Total Implementation Amount	***$ [NUMBER]***

Service Description	**Amount** (per compensable increment)				
	Contract Year One	Contract Year Two	Contract Year Three	Contract Year Four	Contract Year Five
Support and Maintenance[1] – *as detailed in Contract Section A.4.r.*	$ [NUMBER] per year	$ [NUMBER] per year	$ [NUMBER] per year	$ [NUMBER] per year	$ [NUMBER] per year

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

Service Description	**Amount** (per compensable increment)				
	Contract Year One	Contract Year Two	Contract Year Three	Contract Year Four	Contract Year Five
Modification and Enhancement Requests (MERs)[2] – as detailed in Contract Section A.4.s					
Per Person Hours	$ [NUMBER] per hour	$ [NUMBER] per hour	$ [NUMBER] per hour	$ [NUMBER] per hour	$ [NUMBER] per hour

[2] The Contractor shall be compensated for Modifications and Enhancements requested and performed pursuant to Contract Section A.4.s 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.s. If, at any point during the Contract period, the State determines the cost of necessary Professional Services would exceed the maximum liability, the State may amend this Contract to address the need.

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

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

State of Tennessee, Department of Treasury
Division of Administrative Services
Budget Officer
14th Floor, Andrew Jackson State Office Building
502 Deaderick Street
Nashville, TN, 37243

a. Each invoice, on Contractor's letterhead, shall clearly and accurately detail all of the following information (calculations must be extended and totaled correctly):

(1) Invoice number (assigned by the Contractor);

(2) Invoice date;

(3) Contract number (assigned by the State);

(4) Customer account name: State Agency & Division Name;

(5) Customer account number (assigned by the Contractor to the above-referenced Customer);

(6) Contractor name;

(7) Contractor Tennessee Edison registration ID number;

(8) Contractor contact for invoice questions (name, phone, or email);

(9) Contractor remittance address;

(10) Description of delivered goods or services provided and invoiced, including identifying information as applicable;

(11) Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced;

(12) Applicable payment methodology (as stipulated in Section C.3.) of each good or service invoiced;

(13) Amount due for each compensable unit of good or service; and

(14) Total amount due for the invoice period.

b. Contractor's invoices shall:

(1) Only include charges for goods delivered or services provided as described in Section A and in accordance with payment terms and conditions set forth in Section C;

(2) Only be submitted for goods delivered or services completed and shall not include any charge for future goods to be delivered or services to be performed;

(3) Not include Contractor's taxes, which includes without limitation Contractor's sales and use tax, excise taxes, franchise taxes, real or personal property taxes, or income taxes; and

(4) Include shipping or delivery charges only as authorized in this Contract.

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

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

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

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

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

a. The Contractor shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, 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.

b. The Contractor shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number in the Substitute W-9 Form must be the same as the Contractor's Federal Employer Identification Number or Tennessee Edison Registration ID.

D. MANDATORY TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Contract until it is duly approved by the Parties and all appropriate State officials in accordance with applicable Tennessee laws and regulations. Depending upon the specifics of this Contract, this may include approvals by the Commissioner of Finance and Administration, the Commissioner of Human Resources, the Comptroller of the Treasury, and the Chief Procurement Officer. Approvals shall be evidenced by a signature or electronic approval.

D.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient

confirmation. All communications, regardless of method of transmission, shall be addressed to the respective Party at the appropriate mailing address, facsimile number, or email address as stated below or any other address provided in writing by a Party.

The State:

Tim McClure, Assistant CIO/Director of Cash Managements
State of Tennessee, Department of Treasury
13th Floor, Andrew Jackson State Office Building
502 Deaderick Street
Nashville, TN 37243
Telephone/Fax: (615) 532-1166
Email: Tim.McClure@tn.gov

The Contractor:

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

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

D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable State officials.

D.4. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Contract upon written notice to the Contractor. The State's exercise of its right to terminate this Contract shall not constitute a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the State terminates this Contract due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date. Should the State exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.

D.5. Termination for Convenience. The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least thirty (30) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Contractor for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.

D.6. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract ("Breach Condition"),the State shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Contract.

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

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

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

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

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

a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment 1 – Attestation RE Personnel Used in Contract Performance, semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.

b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.

c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.

d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.

e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.

D.11. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

D.12. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.13. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.

D.14. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.

D.15. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one Party are not employees or agents of the other Party.

D.16 Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless for any costs to the State arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.

D.17. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. The State's total liability under this Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability. This limitation of liability is cumulative and not per incident.

D.18. Limitation of Contractor's Liability. In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Maximum Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for intentional torts, criminal acts, fraudulent conduct, or omissions that result in personal injuries or death.

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

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

D.20. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Contract.

a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.

b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.

c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.

d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

D.21. Tennessee Consolidated Retirement System. Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, *et seq*., the law governing the Tennessee Consolidated Retirement System ("TCRS"), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-35-101, *et seq.*, accepts State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.

D.22 Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.

D.23. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

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

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

D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor's performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.

D.25. State and Federal Compliance. The Contractor shall comply with all applicable state and federal laws and regulations in the performance of this Contract.

D.26. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Tennessee Claims Commission or the state or federal courts in

Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 407.

D.27. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.

D.28. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.

D.29. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

D.30. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:

a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;

b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below);

c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;

d. the State solicitation, as may be amended, requesting responses in competition for this Contract;

e. any technical specifications provided to proposers during the procurement process to award this Contract; and,

f. the Contractor's response seeking this Contract.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.

E.2. 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. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's Response to RFP #30901-26615 (RFP Attachment 6.2, Section B, General Qualifications and Experience, Item B.15) and resulting in this Contract.

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

E.4. 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.

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME:

CONTRACTOR SIGNATURE **DATE**

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

STATE AGENCY NAME:

NAME & TITLE **DATE**

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (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.

CONTRACTOR SIGNATURE

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

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION

ATTACHMENT 2 – REQUIREMENTS MATRIX

PLEASE SEE EXCEL DOCUMENT LABELED ATTACHMENT 2 - REQUIREMENTS MATRIX.

HIGH LEVEL INTERFACE REQUIREMENTS

Elements for Real Time ACME Interface:

- Authorized bank destinations for participants
    - Contact information for participants: Name, Address, Contact information, Organization, Tax ID, etc.
    - Bank information associated with a participant's bank information: Bank name, Address, ABA number, State Bank number, etc.
    - Account information: Portfolio, Plan, Account type (internal or external), Fees, Shares, Net Asset Value and Market value, etc.
- Record transactions and allow view of cash movement
- Process of wires and automated clearing house (ACH) initiated on the web portal
- Transaction confirmations and settlements

Elements for Real Time QED Interface:

- Participant information:
    - Contact information: Name, Address, Contact information, Organization, Tax ID, etc.
    - Bank information: Bank name, Address, ABA number, State Bank number, etc.
    - Securities information: CUSIP, date pledged, amount pledged, collateral target, etc.
- CUSIP and description of the security

- **Collateral Target:** List the status of "sufficient" for positive values on the "Surplus/ Deficiency of Collateral" field that will be calculated below or "Deficient" for negative values on the "Surplus/ Deficiency of Collateral" field that will be calculated below.

- **Market Value of Collateral:** Value retrieved from the "Collateral Pool Sufficiency Analysis" report generated in QED on a daily base and value found on the "Target Collateral Required" field.

- **Collateral Level (Surplus/ Deficit of Collateral):** Calculated field (Collateral Target – Market Value of Collateral).

- **Market Value of Collateral:** Value retrieved from the "Collateral Pool Sufficiency Analysis" report generated in QED on a daily base and value found on the "Pledged Collateral Value" field.
- Securities available for pledging

- **Securities Pledged Available for Release:** Participants will be able to see an inventory of their securities available for release.

ATTACHMENT 4 – PLEDGE AND RELEASE FORMS

PLEASE SEE PDF DOCUMENT LABELED ATTACHMENT 4 – PLEDGE AND RELEASE FORMS

TENNESSEE TECHNICAL ARCHITECTURE STANDARDS AND EXCEPTIONS

Overview

The State's goal for standards is to limit the proliferation of technologies and the complexity of its information technology environment. **Non-standard technologies present an undue burden on the State in terms of additional training, support, maintenance, security risks, and operational costs that the State would otherwise not incur.** The services requested through this solicitation normally should be provided within the technical environment and State standards described by the *Enterprise Technology Architecture*.

The State also recognizes that there may be a case where use of a non-standard technology product is justifiable.

Non-State standard products are defined as:

- Any software that is not listed and designated as Current in the *Enterprise Technology Architecture*; or
- Any hardware that is not listed and designated as Current in, or is not compatible with standards listed in, the *Enterprise Technology Architecture*.

The use of non-State standard technology products in the proposed solution requires an approved exception to State standards. Respondents must submit exception request(s) to the State well before the response submission deadline so that they may adjust their responses depending on State approval or rejection of the requests.

The process is as follows.

Obtaining the Enterprise Technology Architecture Standards

The *Enterprise Technology Architecture* is confidential under Tennessee state law. Respondents may obtain a reference copy by submitting a signed confidentiality agreement (see below). The signer must have the authority to legally bind the organization to the agreement. Respondents must submit the signed agreement to the Solicitation Coordinator by the Notice of Intent to Respond deadline in the Schedule of Events. Signed, scanned agreements may be submitted by email.

The State will return a copy of the current *Enterprise Technology Architecture Standard Products List* to the submitter by email.

REQUEST FOR CONFIDENTIAL DOCUMENTS

In order to receive the confidential documents described in the Solicitation, the State must receive a Notice of Intent to Propose (filed separately) and a signature on the attached Confidentiality Agreement by an officer of the prospective respondent who is authorized to bind the company.

CONFIDENTIALITY AGREEMENT

_____, a Prospective Respondent on a procurement with the State of Tennessee (hereinafter "Prospective Respondent"), will be provided with copies of the following documents for the purposes of preparing a response to this procurement.

1. Edison Business Partner Interfaces – Technical Quick Start Guide

2. Enterprise Technology Architecture Standard Products

In consideration for access to these documents, Prospective Respondent agrees as follows:

1. These documents are confidential and proprietary and are not public records of the State of Tennessee.

2. These documents, or copies thereof, will only be disclosed to authorized employees and contractors of Prospective Respondent who need access to them for the purpose of preparing a response to the procurement. All individuals entrusted with these documents, or the information contained therein, will be notified of the confidentiality restrictions.

3. Prospective Respondent will maintain reasonable security procedures to protect paper and electronic copies of these documents.

4. If Prospective Respondent chooses not to offer a response or if the response does not result in a contract with the State, the Prospective Respondent will destroy all copies of the documents within a reasonable time. If requested by the State, Prospective Respondent will certify in writing that the confidential documents were destroyed.

5. If Prospective Respondent enters into a contract with the State based on this procurement, this confidentiality agreement will expire upon signature of the contract, and the confidentiality provisions of the contract will control.

6. Prospective Respondent agrees that unauthorized release of the documents would cause such harm to the State that injunctive relief would be an appropriate remedy. If any court rules that Prospective Respondent has breached this confidentiality agreement, Prospective Respondent shall reimburse the State for its cost of litigation, including attorney's fees, as well as any damages awarded by the court.

7. This confidentiality agreement shall be interpreted under the laws of the State of Tennessee.

_____
(Signature)

_____
(Name of Company)

Signature of this document constitutes certification that the person signing the document has the authority to bind the company.

_____
For State of Tennessee

REQUESTING EXCEPTIONS

Requesting Exceptions

Respondents must submit exception requests in writing (email is acceptable) to the Solicitation Coordinator so that the State receives them by no later than the Written Comments Deadline in the Schedule of Events. Respondents must use a form similar to the example below to request an exception. For each non-State standard product, the Respondent must describe why the State standard product will not support the solution, the functionality that the exception product provides, and how the exception product will be used in the proposed solution.

IMPORTANT NOTE: in the event that there is no Domain, Discipline, Technology, or Product Component covering the product that the respondent intends to propose (i.e., there is no current State standard for the product), this still constitutes an exception. The vendor should request an exception to use the product in question.

Approval/Disapproval

Proposing non-State standard product(s) that are not pre-approved through this process will delay response evaluation and risks disqualification of the response.

The State will publish a list of the approved and disapproved exceptions as an amendment to the solicitation. Approval of an exception for any given respondent grants permission for any Respondent to use that product in their solution, i.e., use of an approved non-State standard product is not limited to the respondent that submitted the written request for approval.

Submitted responses will be reviewed for non-State standard products and handled as follows.

1. Responses that include non-State standard product(s), which were submitted to the State as a Written Comment and approved, will not be disqualified for proposing the approved non-State standard product(s).

2. Responses that include non-State standard product(s), which were submitted to the State as a Written Comment and disapproved, will be disqualified for proposing the disapproved non-State standard product(s); unless the Proposer will agree, through a written clarification response, to replace the disapproved product(s) with product(s) approved by OIR, at no additional cost to the State.

3. For Responses that include non-State standard product(s), which were not submitted to the State as a Written Question and approved as an exception, OIR will evaluate the proposed product(s) on a case by case basis. The decision to allow or disallow such products shall be at OIR's sole discretion and shall be documented through a written clarification. If product(s) are disallowed, the Response will be disqualified, unless the Proposer will agree, through a written clarification response, to replace the disapproved product(s) with product(s) approved by OIR, at no additional cost to the State.

Standard Product	Exception Product	Justification or Planned Use

TREASURY DEPARTMENT GIFTS AND SOLICITATION POLICY

No employee or any member of a Board, Commission or Committee administratively attached to the Department shall solicit, accept or agree to accept, directly or indirectly, on behalf themselves or their immediate family, any gift in violation of state law including, but not limited to, any gratuity, service, favor, entertainment, lodging, transportation, loan, loan guarantee rebate, money, any promise, obligation or contract for future awards or compensation or any other thing of monetary value, from any **individual** or **entity** that:

- Has, or is seeking to obtain, contractual or other business or financial relations with the Treasury Department or the Tennessee Consolidated Retirement System;
- Conducts operations or activities that are regulated by the Treasury Department;
- May bid on future procurement from the Department or a Board, Commission, or Committee administratively attached to the Department based on the employee's reasonable belief that the person or entity intends to submit a bid; or
- Has an interest that may be substantially affected by the performance or nonperformance of the employee's official duties.

Generally, gifts from a lobbyist or an employer of a lobbyist are prohibited; however, the following are exceptions to the general gift prohibition:

- A gift given for nonbusiness purpose and motivated by a close personal friendship and not by the position of the employee, and specifically authorized and defined by the Ethics Commission;
- Informational materials in the form of books, articles, periodicals, other written materials, audiotapes, videotapes, or other forms of communication;
- Sample merchandise, promotional items, and appreciation tokens if they are routinely given to customers, suppliers or potential customers or suppliers in the ordinary course of business;
- Unsolicited tokens or awards of appreciation, honorary degrees, or bona fide awards in recognition of public service in the form of a plaque, trophy, desk item, wall memento, and similar items, provided that any such item shall not be in a form which can readily be converted to cash;
- Benefits resulting from business, employment, or other outside activities of the employee or the employee's immediate family, if such benefits are customarily provided to others in similar circumstances and are not enhanced due to the status of the employee;
- Opportunities and benefits made available to all members of an appropriate class of the general public, including but not limited to, discounts afforded to the general public or prizes and awards given out in public contests;
- Expenses of out-of-state travel, if such expenses are paid for or reimbursed by a governmental entity or an established and recognized organization of elected or appointed state government officials;
- Food, refreshments, amenities, goody bags, entertainment, or beverages provided as part of a meal, reception or similar event including tradeshows and professional meetings; and
- Food, refreshments, meals, foodstuffs, entertainment, beverages that are provided in connection with the following: an event where the employee is a speaker or part of a panel discussion at a scheduled meeting of an established or recognized membership organization which regularly meets at in-state events in which invitations are extended to legislative or executive branch employees. The value of the items shall not exceed fifty dollars ($50.00) per person, per day.*

* The amount may be increased to reflect the percentage of change in the average consumer price index. The Ethics Commission publishes the increased amount on its website.

ATTACHMENT 6 - TREASURY DEPARTMENT GIFTS AND SOLICITATION POLICY (continued)

For other gifts offered which are not included in the exceptions above, the employee must obtain the written approval of the Assistant Treasurer for Legal, Compliance, and Audit.

GLOSSARY OF TERMS

Term	Definition
ACME	In house developed system that allows cash management, accounting, and the wire room to create transactions which indicate the movement of funds in or out of Treasury.
Admin / Administrative Users	The State of Tennessee staff members who have authority to update configuration parameters, i.e. Treasury Information Systems.
Authorized Treasury staff	Generic term to denote that a person has been granted the permissions to perform the task within the security management area.
BOR	Board of Regents
COE	Chairs of Excellence is an endowment trust fund that services various higher education institutions within the University of Tennessee and the Tennessee Board of Regents systems.
Data Architecture	The mission of Data Architecture is to establish and maintain an adaptable infrastructure designed to facilitate the access, definition, management, security, and integrity of data across TANDEM. Refer to RFP Attachment 5, Tennessee Technical Architecture Standards and Exceptions.
Groupware Architecture	Groupware Architecture establishes a foundation for collaboration and communication. Collaboration focuses on local and ad hoc workgroups while communication focuses on sharing information. Groupware is a combination of technologies enabling an organization to create, share, and leverage an accumulated knowledge base. Groupware technologies include electronic mail (email), calendaring and scheduling, electronic document management, shared file and print services, as well as some newer multimedia technologies. For an enterprise-wide groupware implementation to succeed, the comprised technologies must comply to a set of common protocols and infrastructure standards, allowing them to communicate with one another.
LGIP	Local Government Investment Pool is a pooled cash investment fund for local government units, municipalities, counties, school districts, and political subdivisions.
NACHA	National Automated Clearing House Association
NAV	Net Asset Value
Network Architecture	Network Architecture defines a common, uniform network infrastructure, providing reliable and ubiquitous communication for a TANDEM distributed information-processing environment. It specifies how information processing resources are interconnected and documents the standards for protocols (for network access and communication), topology (design of how devices are connected together), and wiring (physical medium or wireless assignments).
OIR	Tennessee Office for Information Resources
Participant Banks	Banks that are required to collateralize public deposits.
Participants	Represented by LGIP and COE entities.
Pep+	Mainframe, real-time system that enables the origination and receipt of electronic payments through the automated clearing house (ACH).
Plan	The individual programs (LGIP, COE, ITIF, etc.).
QED	Vendor developed portfolio and account management system.
Restricted Accounts	Interest-bearing state fund accounts that have uses that are restricted by statute, court order, etc.

Term	Definition
RTM	Requirements Traceability Matrix
Security and Directory Services Architecture	Identifies criteria and techniques associated with protecting and providing access to the Treasury information resources. It facilitates identification, authentication, authorization, administration, audit, and naming services.
Solution / System	Interchangeable terms for the Collateral Pool and Participant Level Accounting Portal system as desired by the State and as installed, configured, and adapted by the Contractor for use by the State.
SPIF	State Pooled Investment Fund
Systems Management Architecture	Systems Management Architecture defines the framework for efficient and effective management of the State's distributed information processing environment in order to support and enhance the productivity of its automated business systems. It identifies the requirements for managing and supporting enterprise-wide technical architecture with primary emphasis on centrally managing distributed systems at geographically dispersed sites. Resources managed include the systems, databases, applications, networks, and Internet components necessary to conduct the automated business functions of the State.
TANDEM	TEAMS Replacement and Electronic Pledge/ Release Management System
TEAMS	Treasury Earnings Account Management System is a mainframe accounting system used for Local Government Investment Pool and Chairs of Excellence.
Treasury Website	http://treasury.tn.gov
TSAC	Tennessee Student Assistance Corporation