



STATE OF TENNESSEE  
Central Procurement Office

**REQUEST FOR QUALIFICATION # 30701-14009  
AMENDMENT # 4  
FOR Talent Acquisition & Management System (TAMS)**

DATE: August 13, 2015

RFQ # 30701-14009 IS AMENDED AS FOLLOWS:

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

EVENT		TIME (Central Time Zone)	DATE (all dates are State business days)
1.	RFQ Issued		March 25, 2015
2.	Disability Accommodation Request Deadline	2:00 p.m.	April 1, 2015
3.	Pre-Response Conference	2:00 p.m.	April 9, 2015
4.	Notice of Intent to Respond Deadline	2:00 p.m.	April 10, 2015
5.	Written "Questions & Comments" Deadline	2:00 p.m.	April 15, 2015
6.	State response to initial written "Questions & Comments"		April 22, 2015
7.	RFQ Technical Response Deadline	2:00 p.m.	May 29
8.	State Notice of Qualified Respondents Released		June 29
9.	State Schedules Respondent Oral Presentations (ONLY Top Three (3) Respondents after Scoring RFQ Responses to RFQ Attachments B, C, and D)		June 30
10.	Respondent Oral Presentations	8:00 a.m. – 4:30 p.m.	July 21-23
11.	RFQ Cost Proposal Deadline (ONLY for Qualified Respondents)	2:00 p.m.	July 30
12.	RFQ Negotiations		August 4
13.	State Evaluation Notice Released		August 13
14.	Solicitation Files Opened for Public Inspection		August 14
15.	Respondent Contract Signature Deadline		August 27
16.	Anticipated Contract Start date (anticipated date for contract to be fully executed and vendor to begin work)		September 28

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



STATE OF TENNESSEE  
CENTRAL PROCUREMENT OFFICE

**REQUEST FOR QUALIFICATION # 30701-14009  
AMENDMENT # 3  
FOR Talent Acquisition & Management System (TAMS)**

DATE: May 18, 2015

RFQ # 30701-14009 IS AMENDED AS FOLLOWS:

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

EVENT		TIME (Central Time Zone)	DATE (all dates are State business days)
1.	RFQ Issued		March 25, 2015
2.	Disability Accommodation Request Deadline	2:00 p.m.	April 1, 2015
3.	Pre-Response Conference	2:00 p.m.	April 9, 2015
4.	Notice of Intent to Respond Deadline	2:00 p.m.	April 10, 2015
5.	Written "Questions & Comments" Deadline	2:00 p.m.	April 15, 2015
6.	State response to initial written "Questions & Comments"		April 22, 2015
7.	RFQ Technical Response Deadline	2:00 p.m.	May 29, 2015
8.	State Notice of Qualified Respondents Released		June 29, 2015
9.	State Schedules Respondent Oral Presentations (ONLY Top Three (3) Respondents after Scoring RFQ Responses to RFQ Attachments B, C, and D)		June 30, 2015
10.	Respondent Oral Presentations	8:00 a.m. – 4:30 p.m.	July 21-23, 2015
11.	RFQ Cost Proposal Deadline (ONLY for Qualified Respondents)	2:00 p.m.	July 30, 2015
12.	RFQ Negotiations		August 4, 2015
13.	State Evaluation Notice Released		August 14, 2015
14.	Solicitation Files Opened for Public Inspection		August 17, 2015
15.	Respondent Contract Signature Deadline		August 27, 2015
16.	Anticipated Contract Start date (anticipated date for contract to be fully executed and vendor to begin work)		September 28, 2015

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



STATE OF TENNESSEE  
CENTRAL PROCUREMENT OFFICE

**REQUEST FOR QUALIFICATIONS # 30701-14009  
AMENDMENT # 2  
Talent Acquisition & Management System (TAMS)**

DATE: April 23, 2015

RFQ # 30701-14009 IS AMENDED AS FOLLOWS:

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

EVENT		TIME (Central Time Zone)	DATE (all dates are State business days)
1.	RFQ Issued		March 25, 2015
2.	Disability Accommodation Request Deadline	2:00 p.m.	April 1, 2015
3.	Pre-Response Conference	2:00 p.m.	April 9, 2015
4.	Notice of Intent to Respond Deadline	2:00 p.m.	April 10, 2015
5.	Written "Questions & Comments" Deadline	2:00 p.m.	April 15, 2015
6.	State response to initial written "Questions & Comments"		April 23, 2015
7.	RFQ Technical Response Deadline	2:00 p.m.	May 20
8.	State Notice of Qualified Respondents Released		June 12
9.	State Schedules Respondent Oral Presentations (ONLY Top Three (3) Respondents after Scoring RFQ Responses to RFQ Attachments B, C, and D)		June 15
10.	Respondent Oral Presentations	8:00 a.m. – 4:30 p.m.	June 30-July 2
11.	RFQ Cost Proposal Deadline (ONLY for Qualified Respondents)	2:00 p.m.	July 17
12.	RFQ Negotiations		July 24
13.	State Evaluation Notice Released		July 29
14.	Solicitation Files Opened for Public Inspection		July 30
15.	Respondent Contract Signature Deadline		August 14
16.	Anticipated Contract Start date (anticipated date for contract to be fully executed and vendor to begin work)		September 15

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

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

QUESTION / COMMENT	STATE RESPONSE
1 Would the State of Tennessee be willing to sign an NDA, if we provided you with one prior to our response submission?	By law, records of the procurement have to open for public inspection after the recommendation for award.
2 Can we have an extension for the Technical Response from May 13th to May 20th?	Please see amended schedule of events.
3  In E.1.5 of the RFQ - Strategic Planning - this requirement is stated: "a) Enter an operational strategic plan and workflow through approvals." Can you please elaborate a bit more on the functionality required and purpose of this requirement?	The purpose of a strategic plan being entered into the system is to create a tool for alignment between operational performance and individual performance. Individual performance goals should be tied to the office mission, vision and/or strategic goals. The functionality is mostly for users to access the information as they are setting their own or team goals in the performance management module. Optimal functionality would allow for operational goals and measurements to be tracked in alignment with performance goals.
4 Can you please confirm that the Cost Proposal is not expected to be provided at the same time as the Technical Response? We are interpreting that it is not due until July 10th - just want to confirm this is accurate.	Cost will be submitted separately on the date provided in the schedule of events
5 Can you tell us the expected number of users per module once the system is fully implemented?	All 560+ employees could be involved with any of the modules.
6 Can you also tell us the number of employees you expect to be accessing each module once fully implemented?	All 560+ employees could be involved with any of the modules.
7 Can you provide a list of companies that attended the bidders conference call	KPMG, LLP; CBGS; Libera; Cornerstone On Demand; Talent Quest; Cognizant; Itelligence; Success Factors; Towers Watson; iCIMS
8  If a vendor does not meet all the mandatory requirements listed in the TAMS Requirements Matrix, should they still bid or will they be automatically disqualified?	Only the items in Attachment A – Technical Response & Evaluation Guide are mandatory in the sense that failing to answer an item may disqualify a respondent. Other “mandatory” items are scored. Failing to meet one of these “mandatory” items will reduce the score but not, in and of itself, disqualify the respondent.
9 We request that you provide an amendment to allow for exceptions and qualifications to the <b>Statement of Certification and Assurances</b> as we do have exceptions and qualifications to some of the RFP terms	Please note RFQ Attachment G (Statement of Certifications and Assurances), item #3 states: "The Respondent accepts and agrees to all terms and conditions, except changes as set forth in the response (refer to RFQ Attachment B, B.21), set

QUESTION / COMMENT	STATE RESPONSE
including, but not limited to, use of the pro forma contract and incorporating the RFP into the contract. We are unable to provide a response unless we are allowed to provide exceptions and qualifications in our Letter of Transmittal to various sections of the RFQ.	out in the RFQ Attachment I, pro forma Contract. "Proposed alternate language must be submitted with the RFQ proposal to be considered. While the RFQ process allows for negotiation of terms and conditions, the suggested alternatives must be available during the evaluation process.
10 Further to point 2, we require the use of our standard software license and services agreement as it is specific to the software and services being provided. We would be open to adding additional language required by the State of Tennessee; however, we cannot agree to use the pro forma contract as it stands. Would you be willing to amend the RFQ to allow for flexibility? If not, we will not be able to provide a response.	Proposed alternate language must be submitted with the RFQ proposal to be considered. While the RFQ process allows for negotiation of terms and conditions, the suggested alternatives must be available during the evaluation process.
11 We are a Canadian based vendor and as such, are subject to the applicable laws in Canada. We are unable to agree to some of the US laws listed (i.e. equal opportunity and workers compensation) and would request an amendment to allow for the relevant and related laws in Canada to apply.	If the company truly has no presence in the US, then inclusion of the language will have no effect on the awarded contractor. As with the answer to the previous question, submit proposed alternate language with your RFQ response.
12 Financial requirements are prohibitive for response. We are a publicly traded company and our financial information is publicly available. Would you be willing to amend this area to allow for the most recent security filings in the relevant currency? We are a publicly held organization so our financial information is publicly available. We find the requirement of providing the amount of information prohibitive (reference letters, etc.). We have never been requested for this type of information as our information is publicly available. We do need to understand what is absolutely required to provide."	We will not accept a link for the financial information.
13 Data Migration Plan. Can you please provide further information around the internally-development Performance Evaluation System, as well as what employee data is currently captured in FileNet? We will need to understand the nature of the data that you will want migrated.	Data will be imported and exported via flat files. Details of data sets to be discussed during fit-gap analysis (Pro Forma Contract A.4.c.)
14 As a SaaS provider, we are restricted in agreeing to certain provisions as they are not applicable so if we can have flexibility in listing our exceptions, that will assist us in	We are agreeable to exceptions being submitted, as long as explanation is provided regarding why the provisions are not applicable.

QUESTION / COMMENT	STATE RESPONSE
providing a response.	
15 There are too many exceptions to list them (a high level was provided); however, if the requirement to agree to all the provisions of the RFQ is removed and the ability to list the exceptions is provided in an addendum, we will be able to list them in detail in our response and Letter of Transmittal.	We are agreeable to exceptions being submitted, as long as explanation is provided regarding why the provisions are not applicable.
16 In terms of question 5, if we are able to simply state that we are a publicly traded company and that our financial information is publicly available, this will satisfy that particular questions.	Providing a link to published financial statements will be acceptable.
17 Due to the RFP requirements as well as the required process related to references, we are requesting an extension of at least three additional weeks.	We are unable to extend the process to that degree. Please see the updated schedule of events.
18 Can the State provide a one week extension to the written Questions & Answers period?	If they are after the deadline and prior to the State posting the written questions and comments we will address them. Please also note that the RFQ process allows questions to be submitted to the State throughout the process.
19  Our firm currently has a negotiated contract with the State of TN. Is it possible to leverage certain approved terms & conditions previously agreed to by our firm and the State?	This is something we would be able to consider. Please provide a copy of the contract along with your technical response.  Also, any proposed alternate language must be submitted with the RFQ proposal to be considered. While the RFQ process allows for negotiation of terms and conditions, the suggested alternatives must be available during the evaluation process.
20 What population of Human Resources team will be using system after Phase 1 GO Live?	The entire HR team will be using the system.
21 What population of organization will be using system after Phase 2 after data migration completed?	All 560 employees will use the system.
22 Can you please state your preference/mandate on the implementation staffing mix - Onsite only or Onsite/Offshore?	We have no preference or mandate; however, employees within the United States must be legally present in the United States.
23 Can you please provide a detailed overview of your current Recruitment / HCM landscape with all the touchpoints? Please mention the name of any standard off-the-shelf product which may be used for each of the following: 1. Core HR system 2. Time and Absence Management Systems	To be discussed during fit-gap analysis (Pro Forma Contract A.4.c.)

QUESTION / COMMENT	STATE RESPONSE
<p>3. Recruitment system 4. Benefits System 5. Payroll System 6. Performance Management System</p>	
<p>24 Please list the applications that COT would like to sunset as part of this TAMS program?</p>	<p>Internally-developed performance evaluation system, use of FileNet for HR</p>
<p>25 Will the current HCM system continue to be the source of truth for Employee data or will the new TAMS system take over for employee data management?</p>	<p>The existing HCM system will remain the system of record for any data it contains; TAMS will be the system of record for any data not part of the existing HCM.</p>
<p>26 We understand approximately 560 positions in the Comptroller's office. Does this mean TAMS solution will be used by only 560 employees?</p>	<p>The external portal for recruiting may be accessed and used by anyone.</p>
<p>27 Does COT have standardized Recruitment, Onboarding and Learning Management processes across the Organization? Does COT require consultative, best practices, process re-engineering services for all these functions?</p>	<p>Yes, we have standard processes; however, these processes are flexible enough to adapt to work with a new system.</p>
<p>28 Please describe your current requisition management process, including who creates requisitions, if there are different requisition requirements based on hire type and location, and how the approval process works.</p>	<p>There is no requisition process for hiring.</p>
<p>29 What are the different hire types that you recruit for? Examples include Full time employee, Hourly Contractors, etc.? Do you have different processes for different types of Hire as mentioned above?</p>	<p>FTWs, hourly part-time, hourly contractors, interns</p>
<p>30 Please describe your offer management process. How many offer letter templates do you currently have? Do you have/wish to have paperless offer management process?</p>	<p>We currently have 4 offer letter templates. Details to be discussed during fit-gap analysis. (Pro Forma Contract A.4.c.)</p>
<p>31 Do you have any OFCCP/Affirmative Action Plan compliance requirement within the recruitment function? If yes, please explain in detail.</p>	<p>Annual Affirmative Action report as required by law.</p>
<p>32 Do you use recruitment agencies - If yes, how many agencies do you work with?</p>	<p>No recruitment agencies are used; however, jobs are posted on external sites.</p>
<p>33 Please list any/all 3rd party vendors you currently require to be integrated with the new Recruitment/Onboarding system. Examples include background screening, assessments, drug checks, tax credits, etc.</p>	<p>None currently.</p>
<p>34 How many Onboarding flows do you currently have? How different are they from</p>	<p>To be discussed during fit-gap analysis (Pro Forma Contract A.4.c.)</p>

QUESTION / COMMENT	STATE RESPONSE
each other?	
35 How many Web Based Trainings , Instructor-Led Trainings (Classroom) and Virtual Instructor Led Trainings do you anticipate to be configured / supported in the new Learning Management application?	To be discussed during fit-gap analysis (Pro Forma Contract A.4.c.)
36 Do you have any readily deployable SCORM/AICC courses to be delivered through your Learning Management System?	To be discussed during fit-gap analysis (Pro Forma Contract A.4.c.)
37 What are the different employee information parameters which you require for managing the Talent Profile of your employees? (competencies, certifications, experience etc.)? Are there any employee data capture requirements which are unique to the State's organization?	To be discussed during fit-gap analysis (Pro Forma Contract A.4.c.)
38 Do all employees in your Organization have goals assigned?	To be discussed during fit-gap analysis (Pro Forma Contract A.4.c.)
39 Are there any rules/eligibility criteria which are required for automatic assignment of goals?	To be discussed during fit-gap analysis (Pro Forma Contract A.4.c.)
40 What are the different performance management cycles operated - Annual / Development / 360 degree etc. and what are the key dates for goal setting as well as performance cycles?	Please see RFQ E.1.3. Details to be discussed during fit-gap analysis (Pro Forma Contract A.4.c.)
41 We understand state has two review processes for "Project based review" and "Annual Performance review". Please confirm if any other performance review touchpoints are required throughout the cycle	To be discussed during fit-gap analysis (Pro Forma Contract A.4.c.)
42 Please describe if Project based reviews are referred during Annual performance review process.	To be discussed during fit-gap analysis (Pro Forma Contract A.4.c.)
43 Does the state follow a uniform project based review and annual performance review process for all employees?	To be discussed during fit-gap analysis (Pro Forma Contract A.4.c.)
44 Please specify all parameters that are used to evaluate employees e.g. Competencies, Goals, etc. during Project based and Annual performance review.	To be discussed during fit-gap analysis (Pro Forma Contract A.4.c.)
45 Will participant feedback (external input from former managers, colleagues etc.) be used for performance evaluation, and if so, how many such surveys may be required?	To be discussed during fit-gap analysis (Pro Forma Contract A.4.c.)
46 Please describe your rating methodology for goals, competencies and overall performance	To be discussed during fit-gap analysis Pro Forma Contract A.4.c.)

QUESTION / COMMENT	STATE RESPONSE
scores	
47 What are the evaluation steps or the performance process? (ex : self evaluation > manager review > manager's manager approval)	To be discussed during fit-gap analysis (Pro Forma Contract A.4.c.)
48 What is the rating methodology expected to be used for conducting Talent Reviews? Ex : 9-Box rating	To be discussed during fit-gap analysis (Pro Forma Contract A.4.c.)
49 Do you have a concept of Talent Pools for Succession Planning? What criteria are used for selecting employees for talent pools?	Please see RFQ Requirements Matrix #36. Details to be discussed during fit-gap analysis (Pro Forma Contract A.4.c.)
50 Do you create succession plans by : Job / Position / Job Profile / Job Family / Employee	To be discussed during fit-gap analysis (Pro Forma Contract A.4.c.)
51 Does the state have any restrictions in hosting / maintaining interface related API software on their legacy infrastructure?	There is no interface development as part of this procurement. Data import and export will be done via flat files.
52 How many daily/weekly interfaces are required between the new Recruitment/Onboarding system and your existing HCM system? Please list all the required and desired inbound and outbound interfaces.	There is no interface development as part of this procurement. Data import and export will be done via flat files.
53 Do you need to deploy SSO for the Cloud Solution?	An SSO is not required; however, it would be a nice feature to have. An SSO would need to be compatible with Microsoft Active Directory.
54 We understand that product standard Cloud HCM reports will be used. Please confirm	Both standard reports and customized and/or ad hoc reports will be used.
55 Please describe in detail what Current/Live Recruitment and Onboarding data you wish to migrate to your new Recruitment/Onboarding system (For e.g. current requisitions, current active candidates, etc.). Please explain how many legacy systems the data will be migrated from (for Recruitment and Onboarding systems only).	No data to migrate.
56 Does COT intend to migrate any historical Recruitment and Onboarding data to your new Recruitment/Onboarding system? If yes, what is the approximate volume?	No data to migrate.
57 Are there any other integration touchpoints planned for Goals and Performance, other than Core HR for inbound employee data and Compensation for Outbound performance rating?	None that we're aware of; however, if the proposed solution offers expanded functionality, COT will discuss this during fit-gap analysis (Pro Forma Contract A.4.c.)
58 Does the COT intend to migrate any historical data to Talent Cloud? If yes, what are the	Please refer to Pro Forma Contract Section A.4.d. "Data Migration Plan" regarding historical data to

QUESTION / COMMENT	STATE RESPONSE
data points and the approximate volume?	be migrated. Details to be discussed during fit-gap analysis (Pro Forma Contract A.4.c.)
59 Does COT need system administration training?	Yes
60 Does COT need customized Train the Trainer documents (as per States system configuration) ?	Yes
61 RFP section 3.3.2.1 states "...in the form of one (1) digital document in "PDF" format..." while RFP Attachment D Item D.1. states, "For this section, Respondent must provide its responses in the Excel file provided, and must provide both the 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.)" Can the State please provide clarification to resolve this seeming conflict in instructions regarding the submittal format? Are responses to D.1. to be submitted "freestanding" in Excel format and also embedded in the pdf file?	Please see TAMS amendment.
62 If the Proposer states assumptions on which their proposal is based, would the state consider that qualifying their response to the RFP, or is it acceptable to state assumptions?	Proposer may state their assumptions.
63 RFP Attachment A, Item A.7. (d) iv. states an insurance requirement for "Professional Malpractice Liability," while Attachment I Pro Forma contract Section E.2.(4) references "Errors and Omission Coverage." Can the State please clarify if it is using these terms interchangeably and what coverage is required?	Please see TAMS amendment.
64 Regarding item RFP Attachment I Pro Forma Contract Section A. 13 a., the Proposer would like to request additional information. Currently we will be obtaining a final report for SOC 2 Type 1 standards in May, and anticipates undergoing a Type 2 review later this year, and then every year after. The Proposer requests to better understand if this item is stipulating that we must obtain a single certification from one of the examples list, or that this item allows for the State to issue requests for any of the listed certifications/audits, and any others as they see fit?	The State is requiring at least one industry-recognized security standard that is certified or audited annually; the State is not requiring a specific standard.

QUESTION / COMMENT	STATE RESPONSE
65 Does the COT HR department have any formats they desire and would share for use in the Oral presentation and Demonstration?	No specific formats are required. Please see RFQ Attachment E for information on items to be covered during the Oral Presentation and Demonstration.
66  Given that privately held corporations typically do not divulge financial statements, would the State consider accepting a Dun and Bradstreet Report and/or references from a bank and CPA firm in lieu of the information stated in RFP Attachment A Section A.6.?	The Dun and Bradstreet report is acceptable for RFP Attachment A Section A.5.  References from a bank are acceptable for RFP Attachment A Section A.3.  RFP Attachment A Section A.6. should be provided per the mandatory requirements. Should the company not provide this information, they may "Fail" this portion of the Mandatory Requirements, which may not allow them to move on to Phase I of the procurement process.
67 Would the State consider negotiating the Service Level Goals and associated Performance Requirements and Payment Reductions, especially in the case where the Proposer's tiers of service may be similar to the Service Level Goals indicated in the RFP?	The RFQ format allows for greater flexibility in communication and negotiation. Any proposed alternate language must be submitted with the RFQ proposal to be considered. While the RFQ process allows for negotiation of terms and conditions, the suggested alternatives must be available during the evaluation process.
68 Given the technical nature of this RFQ, would the State consider adding an additional, brief question and answer period subsequent to the State's release of response to the first round of questions.	The RFQ format allows for greater flexibility in communication and negotiation. Questions may be submitted to the State at any point in the process. If an answer should be made available to a potential respondent, the question and answer will be communicated to all.
69 RFP Attachment I Pro Forma Contract Section C.3.c. states "...payment rates detailed in the schedule <u>above</u> and..." Is the use of the term "above" correct, or is should it perhaps be "below" in reference to the Service Rates table?	Please see TAMS amendment.
70 Regarding RFP Attachment A Section A.9., Please define "effectively separated data." The Proposer is seeking guidance as to if the State is seeking to have their data on their own dedicated servers and storage partitions, or if shared storage and servers in tandem with separated client specific databases and service accounts is enough to fill the requirement	The State is not requiring a specific type of separation (logical or physical), only that there is data isolation and a data access control process.
71 Does the State have a desire to use a selected package such as Workday or are they looking for a custom developed project?	The State is not interested in procuring a custom-developed project.

QUESTION / COMMENT		STATE RESPONSE
72	What were your recruitment achievements over the past 12 months?	75+ FTEs
73	What were some disappointments?	Paper process; looking to increase efficiency
74	What ultimately sparked the evaluation?	Paper process; looking to increase efficiency
75	Did something specific happen internally that created the need for a more robust TA solution?	No.
76	How often does your head of Human Resources bring up Applicant Tracking?	There is no current Applicant Tracking program; the process is manual.
77	Why/how isn't the current process working for you?	Paper process; looking to increase efficiency
78	On a scale of 1-10(10 being best) how would you rate recruiting in the following areas:	
79	Overall Effectiveness	To be discussed during fit-gap analysis (Pro Forma Contract A.4.c.)
80	Systems(Includes ATS, Job Boards etc)	To be discussed during fit-gap analysis (Pro Forma Contract A.4.c.)
81	Candidate experience (application process)	To be discussed during fit-gap analysis (Pro Forma Contract A.4.c.)
82	Employee Referral program	To be discussed during fit-gap analysis (Pro Forma Contract A.4.c.)
83	What are some of the roadblocks that are getting in the way of your team achieving its goals for 2015 and beyond?	To be discussed during fit-gap analysis (Pro Forma Contract A.4.c.)
84	What are some of the things on your wish list in terms of features?	See Requirements Matrix.
85	Ultimately, if this project is successful, how will this impact your department? Business in general?	See Requirements Matrix.
86	What are the tools your team needs to be successful?	To be discussed during fit-gap analysis (Pro Forma Contract A.4.c.)
87	<b>Creation of "intelligent" individual training plans, based on employees competency ratings?</b>	
88	I would ask what they mean by "intelligent" or what functionality they are looking for.	The ability to move competency ratings from hiring and/or performance evaluations into the training plan, so appropriate training can be determined. If the system supports the association of competencies to training classes, we would like the system to "suggest" training that could address competencies the employee needs to work on.
89	<b>Allow Tracking of PDU/CEUs for Certifications?</b>	
90	How do you do this and what sort of functionality are you looking for?	There are several manual and Excel-based processes currently being used. More details to be discussed during fit-gap analysis (Pro Forma

QUESTION / COMMENT	STATE RESPONSE
	Contract A.4.c.)
91 <b>All Import/Export Functionality?</b>	
92 I would maybe want more clarification on what sort of files they are looking to import/export; is this data load and extract functionality?	Data will be imported and exported via flat files (e.g., .csv).
93 <b>All Template questions?</b> Are they referring to like performance templates specifically?	No, this is referring to templates for any and all functionality (e.g., offer letters, surveys) and should include the ability to customize the existing templates.
94 <b>Ability to document operational strategic plans? Ability to link individual performance plans to strategic plans?</b>	
95 I would want to clarify if they are referring to like organization unit goals?	Yes
96 <b>Ability to create dashboards?</b>	
97 We need more detail, what sort of dashboards you are looking for.	The requirement is that the system support the creation of dashboards. Details to be discussed during fit-gap analysis (Pro Forma Contract A.4.c.).
98 <b>System must support eDiscovery to preserve metadata.</b>	
99  Please describe in more detail.	The context in which we're using the term eDiscovery is: Electronic discovery (sometimes known as e-discovery, ediscovery, eDiscovery, or e-Discovery) is the electronic aspect of identifying, collecting and producing electronically stored information (ESI) in response to a request for production in a law suit or investigation.
100 Would the State of Tennessee be willing to sign an NDA, if we provided you with one prior to our response submission?	By law, records of the procurement have to open for public inspection after the recommendation for award.
101 Can we have an extension for the Technical Response from May 13th to May 20th?	Please see amended schedule of events.
102  In E.1.5 of the RFQ - Strategic Planning - this requirement is stated: "a) Enter an operational strategic plan and workflow through approvals." Can you please elaborate a bit more on the functionality required and purpose of this requirement?	The purpose of a strategic plan being entered into the system is to create a tool for alignment between operational performance and individual performance. Individual performance goals should be tied to the office mission, vision and/or strategic goals. The functionality is mostly for users to access the information as they are setting their own or team goals in the performance management module. Optimal functionality would allow for operational goals and measurements to be tracked in alignment with performance goals.

**3. Delete RFQ section 3.3.2.1 in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):**

**1.3.2.1. Technical Response**

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

**“RFQ #30701-14009 TECHNICAL RESPONSE ORIGINAL”**

and five (5) copies of the Technical Response each in the form of:

- one (1) digital document in “XLS” format for Section D (Requirements Matrix); and
  - one (1) digital document in “PDF” format for all other sections
- each copy properly recorded on an otherwise blank, standard CD-R recordable disc or USB flash drive labeled:

**“RFQ #30701-14009 TECHNICAL RESPONSE COPY”**

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

**4. Delete RFQ Attachment I, Section C.3.c. in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):**

- c. The Contractor shall be compensated for changes requested and performed pursuant to Contract Section A.4.n. without a formal amendment of this Contract based upon the payment rates detailed in the schedule below and as agreed pursuant to Section A.4.n., PROVIDED THAT compensation to the Contractor for such “change order” work shall not exceed seven percent (7%), or \$ [NUMBER], of the sum of milestone payment rates detailed in Section C.3.b., above (which is the total cost for the milestones and associated deliverables set forth in Contract Sections A.3., through A.6.). If, at any point during the Term, the State determines that the cost of necessary “change order” work would exceed the maximum amount, the State may amend this Contract to address the need.

**5. Delete RFQ Attachment A, Section A.7.(d) in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):**

- (d) The following minimum insurance coverage:
- i. Workers' Compensation/ Employers' Liability (including all states coverage) with a limit not less than the relevant statutory amount or one million dollars (\$1,000,000) per occurrence for employers' liability whichever is greater.
  - ii. Comprehensive Commercial General Liability (including personal injury & property damage, premises/operations, independent contractor, contractual liability and completed operations/products) with a bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.

- iii. Automobile Coverage (including owned, leased, hired, and non-owned vehicles) with a bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence.
- iv. Professional Malpractice Liability with a limit of not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) aggregate.

6. **RFQ 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  
CENTRAL PROCUREMENT OFFICE

**REQUEST FOR QUALIFICATIONS # 30701-14009  
AMENDMENT # 1  
Talent Acquisition & Management System (TAMS)**

DATE: April 22, 2015

RFQ # 30701-14009 IS AMENDED AS FOLLOWS:

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

EVENT		TIME (Central Time Zone)	DATE (all dates are State business days)
1.	RFQ Issued		March 25, 2015
2.	Disability Accommodation Request Deadline	2:00 p.m.	April 1, 2015
3.	Pre-Response Conference	2:00 p.m.	April 9, 2015
4.	Notice of Intent to Respond Deadline	2:00 p.m.	April 10, 2015
5.	Written "Questions & Comments" Deadline	2:00 p.m.	April 15, 2015
6.	State response to initial written "Questions & Comments"		April 23, 2015
7.	RFQ Technical Response Deadline	2:00 p.m.	May 13, 2015
8.	State Notice of Qualified Respondents Released		June 5, 2015
9.	State Schedules Respondent Oral Presentations (ONLY Top Three (3) Respondents after Scoring RFQ Responses to RFQ Attachments B, C, and D)		June 8, 2015
10.	Respondent Oral Presentations	8:00 a.m. – 4:30 p.m.	June 23-25
11.	RFQ Cost Proposal Deadline (ONLY for Qualified Respondents)	2:00 p.m.	July 10, 2015
12.	RFQ Negotiations		July 17, 2015
13.	State Evaluation Notice Released		July 22, 2015
14.	Solicitation Files Opened for Public Inspection		July 23, 2015
15.	Respondent Contract Signature Deadline		August 7, 2015
16.	Anticipated Contract Start date (anticipated date for contract to be fully executed and vendor to begin work)		September 8, 2015

2. **RFQ 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  
CENTRAL PROCUREMENT OFFICE**

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

**RFQ # 30701-14009**

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## 1. INTRODUCTION

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

Through this RFQ or any subsequent solicitation, the State seeks to buy the requested goods or services at the most favorable, competitive prices and to give ALL qualified businesses, including those owned by minorities, women, Tennessee service-disabled veterans, and small business enterprises, the opportunity to do business with the State as contractors or subcontractors.

### 1.1. Statement of Procurement Purpose

The Office of the Comptroller of the Treasury for the State of Tennessee (COT) seeks to procure and deploy a Software as a Service (SaaS), enterprise-wide Talent Acquisition and Management System (TAMS) that incorporates HR best practices and facilitates attracting a top-notch workforce. The solution must have the capability to supplement the functionality of the State of Tennessee’s ERP system (Edison) which currently manages payroll, insurance, required Federal reporting, and associated functions. Functionality and workflow in the areas of talent acquisition and management related to Human Resources are currently being done manually or with in-house-developed stand-alone applications.

The selected TAMS solution will provide tools and modules to better support the divisions of the Comptroller’s Office (COT) in the pursuit of the agency’s core values, and help improve Human Resources (HR) processing efficiency by replacing manual procedures associated with administrative and reporting functions. There are approximately 560 positions in the Comptroller’s Office.

Comptroller Human Resources (COT HR) seeks to provide excellence throughout the complete employee life cycle in areas such as recruiting, onboarding, and career development. In an ever-changing industry, COT HR seeks to become increasingly sophisticated in managing this employee life cycle. Ultimately, the desire is for a TAMS solution that provides a true value-added toolset with which HR can become a more strategic partner in the Comptroller’s organization by further supporting senior management and our agency’s mission. The requirements for the TAMS system are outlined in RFQ Attachment I, *Pro Forma* Contract, Attachment 2 – Requirements Matrix.

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

#### 1.1.1 Background

Human Resources (HR) Management is transforming from a transaction-based support operation to a strategic operation focused on the most effective recruitment and retention of any entity’s most important resource: people. The role of HR has evolved to include value-adding functions such as strategic recruitment, talent development and performance management. HR must also automate processes in order to increase security and provide efficient service to our customers. Currently, the technology used by the State of Tennessee Comptroller of the Treasury (COT) does not allow for the efficient implementation of these strategies and goals, and many processes are still manual.

The vision for the Talent Acquisition and Management System (TAMS) is a Human Resources Information System (HRIS) Talent Management solution that will use the best practices in the industry to assist our office in attracting and retaining a top-notch workforce that will perform to its fullest potential in constant pursuit of the agency’s mission, with our core values at center focus. It is our intent for the TAMS solution to provide the tools for excellence in recruiting, onboarding and continuous development through Knowledge, Skills, Abilities and Competencies (KSACs). The TAMS solution should also provide the tools to increase HR processing efficiency and eliminate manual administrative and reporting procedures. Ultimately, the TAMS solution will be a toolset with which HR adds value and becomes a strategic partner to the organization, senior management and the agency mission.

### 1.2. Pre-Response Conference

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

James K. Polk State Office Building  
 16<sup>th</sup> Floor Video Conference Center  
 505 Deaderick Street  
 Nashville, TN 37219

**1.3. Notice of Intent to Respond**

Before the Notice of Intent to Respond Deadline detailed in RFQ § 2, Schedule of Events, potential Respondents should submit to the Solicitation Coordinator a Notice of Intent to Respond in the form of a simple e-mail or other written communication. Such notice should include the following information: the business or individual's name (as appropriate), a contact person's name and title, the contact person's mailing address, telephone number, facsimile number, and e-mail address. Filing a Notice of Intent to Respond is not a prerequisite for submitting a response; however, it is necessary to ensure receipt of notices and communications relating to this RFQ.

**1.4. Definitions and Abbreviations**

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

**2. RFQ SCHEDULE OF EVENTS**

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

EVENT		TIME (Central Time Zone)	DATE (all dates are State business days)
1.	RFQ Issued		March 25, 2015
2.	Disability Accommodation Request Deadline	2:00 p.m.	April 1, 2015
3.	Pre-Response Conference	2:00 p.m.	April 9, 2015
4.	Notice of Intent to Respond Deadline	2:00 p.m.	April 10, 2015
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7.	RFQ Technical Response Deadline	2:00 p.m.	May 13, 2015
8.	State Notice of Qualified Respondents Released		June 5, 2015
9.	State Schedules Respondent Oral Presentations (ONLY Top Three (3) Respondents after Scoring RFQ Responses to RFQ Attachments B, C, and D)		June 8, 2015
10.	Respondent Oral Presentations	8:00 a.m. – 4:30 p.m.	June 23-25
11.	RFQ Cost Proposal Deadline (ONLY for Qualified Respondents)	2:00 p.m.	July 10, 2015
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13.	State Evaluation Notice Released		July 22, 2015
14.	Solicitation Files Opened for Public Inspection		July 23, 2015
15.	Respondent Contract Signature Deadline		August 7, 2015
16.	Anticipated Contract Start date (anticipated date for contract to be fully executed and vendor to begin work)		September 8, 2015

### 3. RESPONSE REQUIREMENTS

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- 3.1. **Response Contents:** A response to this RFQ should address the following:
- 3.1.1. **Mandatory Pass/Fail Requirements:** This section details the mandatory technical, functional, and experience requirements that must be demonstrated in the response to this RFQ in order to be passed on to Phase II of the Technical Response evaluation. A Respondent must duplicate and use RFQ Attachment A as a guide to organize responses for the Mandatory Requirements of the RFQ response. The Respondent should reference the page location of the information within the response in the indicated column of the table. This section is included in the State's evaluation as to whether or not a Respondent meets mandatory qualifications (Phase I).
  - 3.1.2. **General Qualifications & Experience:** This section is included in the State's evaluation of Phase I of the Technical Response Evaluation and details general information and qualifications that must be demonstrated in the response to this RFQ. A Respondent must duplicate and use RFQ Attachment B as a guide to organize responses for this portion of the RFQ response. The Respondent should reference the page location in the information within the response in the indicated column of the table.
  - 3.1.3. **Technical Qualifications, Experience & Approach:** This section is also included in the State's evaluation of Phase I of the Technical Response Evaluation and details technical qualifications, experience, and approach items that must be demonstrated in the response to this RFQ. A Respondent must duplicate and use RFQ Attachment C as a guide to organize responses for this portion of the RFQ response. The Respondent should reference the page location in the information within the response in the indicated column of the table.
  - 3.1.4. **Requirements Matrix:** This section is also included in the State's evaluation of Phase I of the Technical Response Evaluation and details system requirements that must be demonstrated in the response to this RFQ. A Respondent must duplicate and use RFQ Attachment D and *pro forma* Contract Attachment 2 – Requirements Matrix as guides to organize responses for this portion of the RFQ response. The Respondent should reference the page location in the information within the response in the indicated column of the table.
  - 3.1.5. **Oral Presentation:** This section is part of the State's evaluation of Phase II of the Technical Response Evaluation and details the items that must be demonstrated within the proposed system, as well as questions the vendor must answer after the demonstration as part of the response to this RFQ. A Respondent must use RFQ Attachment E as a guide to organize responses for this portion of the RFQ response.
  - 3.1.6. **Cost Proposal:** ***For Qualified Respondents only***
    - 3.1.6.1. This section only applies to those respondents identified as being Qualified. See RFQ § 2, Schedule of Events, "State Notice of Qualified Respondents Released."
    - 3.1.6.2. If included as part of this solicitation, then the Cost Proposal must be recorded on an exact duplicate of RFQ Attachment F, Cost Proposal & Evaluation Guide. Any response that does not follow the instructions included in RFQ Attachment F may be deemed nonresponsive.
    - 3.1.6.3. A Respondent must only record the proposed cost exactly as required by the RFQ Attachment F, Cost Proposal & Evaluation Guide and must NOT record any other rates, amounts, or information.
    - 3.1.6.4. The proposed cost shall incorporate ALL costs for services under the contract for the total contract period.
    - 3.1.6.5. A Respondent must sign and date the Cost Proposal.
    - 3.1.6.6. A Respondent must submit the Cost Proposal to the State in a sealed package separate from the Technical Response.

### 3.2. Response Delivery Location

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

Tamara Byrd, MSM  
Sourcing Analyst  
Central Procurement Office  
Department of General Services  
William R. Snodgrass TN Tower – 3<sup>rd</sup> Floor  
312 Rosa L. Parks Ave., Nashville, TN 37243  
Work: (615) 532-2314  
Email: tamara.byrd@tn.gov

### 3.3. Response Format

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

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

#### 3.3.2.1. Technical Response

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

**“RFQ #30701-14009 TECHNICAL RESPONSE ORIGINAL”**

and five (5) copies of the Technical Response each in the form of one (1) digital document in “PDF” format properly recorded on its own otherwise blank, standard CD-R recordable disc or USB flash drive labeled:

**“RFQ #30701-14009 TECHNICAL RESPONSE COPY”**

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

#### 3.3.2.2. Cost Proposal: ***For Qualified Respondents Only***

One (1) original Cost Proposal paper document labeled:

**“RFQ #30701-4009 COST PROPOSAL ORIGINAL”**

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

**“RFQ #30701-14009 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.

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

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

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

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

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

- 3.4.5. Include the respondent's own contract terms and conditions (unless specifically requested by the RFQ); or
- 3.4.6. Include the respondent as a prime contractor while also permitting one or more other respondents to offer the respondent as a subcontractor in their own responses.

**3.5. Response Errors & Revisions**

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

**3.6. Response Withdrawal**

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

**3.7. Response Preparation Costs**

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

## 4. GENERAL INFORMATION & REQUIREMENTS

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### 4.1. Communications

- 4.1.1. Respondents shall reference RFQ #30701-14009 in all communications relating to this solicitation, and direct any such communications to the following person designated as the Solicitation Coordinator:

Tamara Byrd, MSM  
Sourcing Analyst  
Central Procurement Office  
Department of General Services  
William R. Snodgrass TN Tower – 3<sup>rd</sup> Floor  
312 Rosa L. Parks Ave.,  
Nashville, TN 37243  
Work: (615) 532-2314  
Email: tamara.byrd.@tn.gov

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

- 4.1.2. Potential respondents with a handicap or disability may receive accommodation relating to the communication of this RFQ and participating in the RFQ process. Potential respondents may contact the RFQ Coordinator to request such reasonable accommodation no later than the Disability Accommodation Request Deadline detailed in RFQ § 2, Schedule of Events.
- 4.1.3. **Unauthorized contact about this RFQ with other employees or officials of the State of Tennessee may result in disqualification from contract award consideration.**
- 4.1.4. Notwithstanding the foregoing, potential Respondents may also contact the following as appropriate:
- 4.1.4.1. Staff of the Governor's Office of Diversity Business Enterprise may be contacted for assistance with respect to available minority-owned, woman-owned, Tennessee service-disabled veteran-owned, and small business enterprises as well as general public information relating to this request; or
- 4.1.4.2. The following individual designated by the State to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and associated federal regulations:

Sheryl Gossard, Employee Relations Specialist  
Comptroller of the Treasury, Office of Management Services  
James K Polk Building  
505 Deaderick Street  
Nashville, TN 37243  
Phone: (615) 401-7937  
Email: Sheryl.Gossard@cot.tn.gov

### 4.2. Nondiscrimination

No person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of a contract pursuant to this solicitation or in the employment practices of the Vendor on the grounds of handicap or disability, age, race, color, religion (subject to *Tennessee Code Annotated*, Sections 4-21-401 and 405), sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Vendor pursuant to this solicitation shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

### 4.3. Conflict of Interest

- 4.3.1. The State may not consider a proposal from an individual who is, or within the past six (6) months has been, a State employee. For these purposes,

- 4.3.1.1. An individual shall be deemed a State employee until such time as all compensation for salary, termination pay, and annual leave has been paid;
- 4.3.1.2. A contract with or a proposal from a company, corporation, or any other contracting entity in which a controlling interest is held by any State employee shall be considered to be a contract with or proposal from the employee; and
- 4.3.1.3. A contract with or a proposal from a company, corporation, or any other contracting entity that employs an individual who is, or within the past six months has been, a State employee shall not be considered a contract with or a proposal from the employee and shall not constitute a prohibited conflict of interest.

4.3.2. This RFQ is also subject to *Tennessee Code Annotated*, Section 12-4-101.

**4.4. Respondent Required Review & Waiver of Objections**

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

**4.5. Disclosure of Response Contents**

- 4.5.1. All materials submitted to the State in response to this solicitation become property of the State of Tennessee. Selection for award does not affect this right. By submitting a response, a Respondent acknowledges and accepts that the full contents and associated documents submitted in response to this request will become open to public inspection. Refer to RFQ § 2, Schedule of Events.
- 4.5.2. The RFQ responses will be available for public inspection only after the completion of evaluation of the RFQ or any resulting solicitation which this RFQ becomes a part of, whichever is later.
- 4.5.3. The State agrees to protect, to the fullest extent permitted by state law, the confidentiality of information expressly identified by the Respondent as confidential and proprietary, including information that would allow a person to obtain unauthorized access to confidential information or to electronic information processing systems owned by or licensed to the State.

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

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

**4.7. RFQ Amendments & Cancellation**

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

**4.8. State Right of Rejection**

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

**4.9. Assignment & Subcontracting**

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

**4.10. Next Ranked Respondent**

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

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

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- 5.1. The complete vendor selection will be a two-part process: (1) Qualification of Technical Responses; and (2) Cost Proposals/Negotiations. Any contract award is subject to successful contract negotiation.
- 5.2. Qualification of Technical Responses: Technical Responses will be short-listed for further evaluation, analysis or negotiation if they are apparently responsive, responsible, and within the competitive range. A Technical Response will be deemed within the competitive range based on the following criteria:
- Phase I: For those vendors meeting the submission requirements, the State will apply a standard equitable evaluation model, which will represent a qualitative assessment of each response. Each response will be scored by Evaluation Team members according to the Technical Response & Evaluation Guides (See RFQ Attachments B, C, and D, and *Pro Forma* Contract Attachment 2 – Requirements Matrix).
- The Solicitation Coordinator will average the scores from the Evaluation Team for each responsive and responsible Respondent's Technical Response RFQ Attachments B, C, and D and then rank the Respondents by their average score.
- The State will invite the Respondents with the three (3) highest average scores from Phase I to provide a system demonstration and oral presentation to the State.
- Phase II: The Respondents with the three (3) highest scores from Phase I will provide a system demonstration and oral presentation to the State. These presentations will be scored by Evaluation Team members according to the Technical Response & Evaluation Guide (See RFQ Attachment E).
- 5.3. Cost Proposals: Only Qualified Respondents that are responsive and responsible and in the competitive range, will continue on to Part Two, Cost Proposal evaluation. The Cost Proposal containing the lowest cost will receive the maximum number of points per each section. See RFQ Attachment F, Cost Proposal & Evaluation Guide.
- 5.4. Clarifications and Negotiations: The State reserves the right to award a contract on the basis of initial responses received; therefore, each response should contain the respondent's best terms from a technical and cost standpoint. However, the State also reserves the right to conduct clarifications or negotiations with respondents. All communications, clarifications, and negotiations shall be conducted in a manner that supports fairness in response improvement.
- 5.4.1. Clarifications: The State may identify areas of a response that may require further clarification or areas in which it is apparent there may have been miscommunications or misunderstandings as to the State's specifications or requirements. The State may seek to clarify those issues identified during one or multiple clarification round(s). Each clarification sought by the State may be unique to an individual respondent.
- 5.4.2. Negotiations: The State may elect to negotiate with Qualified Respondents, within the competitive range, by requesting revised responses, negotiating costs, or finalizing contract terms and conditions. The State reserves the right to conduct multiple negotiation rounds.
- 5.4.2.1. Cost Negotiations: All responsive respondents within the competitive range will be given equivalent information with respect to cost negotiations. All cost negotiations will be documented for the procurement file. Additionally, the State may conduct target pricing and other goods or services level negotiations. Target pricing may be based on considerations such as current pricing, market considerations, benchmarks, budget availability, or other methods that do not reveal individual respondent pricing. During target price negotiations, respondents are not obligated to meet or beat target prices, but will not be allowed to increase prices.
- 5.4.2.2. If the State determines costs and contract finalization discussions and negotiations are not productive, the State reserves the right to bypass the apparent best evaluated Respondent and enter into contract negotiations with the next apparent best evaluated Respondent.
- 5.5. Evaluation Guide

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

Evaluation Category	Maximum Points Possible
<b>Mandatory Requirements</b> (refer to RFQ Attachment A)	Pass/Fail
<b>General Qualifications, Experience,</b> (refer to RFQ Attachment B)	5
<b>Technical Qualifications, Experience &amp; Approach</b> (refer to RFQ Attachment C)	20
<b>Requirements Matrix</b> (refer to RFQ Attachment D and Pro Forma Contract Attachment 2 – Requirements Matrix)	20
<b>Oral Presentation</b> (refer to RFP Attachment E)	25
<b>Cost Proposal</b> (refer to RFQ Attachment F)	30

5.6. Contract Award

5.6.1. The Solicitation Coordinator will submit the Evaluation Team determinations and response scores to the head of the contracting agency, or the agency head’s designee, for consideration along with any other relevant information that might be available and pertinent to contract award.

5.6.2. The contracting agency head, or the agency head’s designee, will determine the apparent best-evaluated response. (To effect a contract award to a Respondent other than the one receiving the highest evaluation score, the head of the contracting agency must provide written justification and obtain written approval of the Chief Procurement Officer and the Comptroller of the Treasury.)

5.6.3. The State reserves the right to make an award without further discussion of any response.

5.6.4. The State will issue an Evaluation Notice and make the RFQ files available for public inspection at the time and date specified in the RFQ §2, Schedule of Events.

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

5.6.5. The Respondent identified as offering the apparent best-evaluated must sign a contract drawn by the State pursuant to this RFQ. The contract shall be substantially the same as the RFQ Attachment I, pro forma contract. The Respondent must sign said contract no later than the Respondent Contract Signature Deadline detailed in RFQ §2, Schedule of Events. If the Respondent fails to provide the signed contract by the deadline, the State may determine the Respondent is non-responsive to this RFQ and reject the response.

5.6.6. Notwithstanding the foregoing, the State may, at its sole discretion, entertain limited negotiation prior to contract signing and, as a result, revise the pro forma contract terms and conditions or performance requirements in the State’s best interests, PROVIDED THAT such revision of terms and conditions or performance requirements shall NOT materially affect the basis of response evaluation or negatively impact the competitive nature of the RFQ and vendor selection process.

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

### TECHNICAL RESPONSE & EVALUATION GUIDE

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

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

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		The Technical Response must be delivered to the State no later than the Technical Response Deadline specified in the RFQ § 2, Schedule of Events.	
		The Technical Response must not contain cost or pricing information of any type.	
		The Technical Response must not contain any restrictions of the rights of the State or other qualification of the response.	
		A Respondent must not submit alternate responses.	
		A Respondent must not submit multiple responses in different forms (as a prime and a subcontractor).	
	A.1.	Provide the Statement of Certifications and Assurances (RFQ Attachment G) completed and signed by an individual empowered to bind the Respondent to the provisions of this RFQ and any resulting contract. The document must be signed without exception or qualification.	
	A.2.	Provide a statement, based upon reasonable inquiry, of whether the Respondent or any individual who shall perform work under the contract has a possible conflict of interest (e.g., employment by the State of Tennessee) and, if so, the nature of that conflict.  NOTE: Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to cancel any award.	
	A.3.	Provide a current bank reference indicating that the Respondent's business relationship with the financial institution is in positive standing. Such reference must be written in the form of a standard business letter, signed, and dated within the past three (3) months.	
	A.4.	Provide two current positive credit references from vendors with which the Respondent has done business written in the form of standard business letters, signed, and dated within the past three (3) months.	
	A.5.	Provide an official document or letter from an accredited credit bureau, verified and dated within the last three (3) months and indicating a positive credit rating for the Respondent (NOTE: A credit bureau report number without the full report is insufficient and will <u>not</u> be considered responsive.)	
	A.6.	Provide documentation disclosing the amount of cash flows from operating activities for the Respondent's most current operating period. Said	

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		<p>documentation must indicate whether the cash flows are positive or negative, and, if the cash flows are negative for the most recent operating period, the documentation must include a detailed explanation of the factors contributing to the negative cash flows.</p> <p>NOTICE: All persons, agencies, firms, or other entities that provide opinions regarding the Respondent's financial status must be properly licensed to render such opinions. The State may require the Respondent to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders the opinions.</p>	
	<b>A.7.</b>	<p>Provide a valid, Certificate of Insurance that is verified and dated within the last six (6) months and which details all of the following:</p> <ul style="list-style-type: none"> <li>(a) Insurance Company</li> <li>(b) Respondent's Name and Address as the Insured</li> <li>(c) Policy Number</li> <li>(d) The following minimum insurance coverage: <ul style="list-style-type: none"> <li>i. Workers' Compensation/ Employers' Liability (including all states coverage) with a limit not less than the relevant statutory amount or one million dollars (\$1,000,000) per occurrence for employers' liability whichever is greater.</li> <li>ii. Comprehensive Commercial General Liability (including personal injury &amp; property damage, premises/operations, independent contractor, contractual liability and completed operations/products) with a bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.</li> <li>iii. Automobile Coverage (including owned, leased, hired, and non-owned vehicles) with a bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence.</li> <li>iv. Professional Malpractice Liability with a limit of not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) aggregate.</li> </ul> </li> <li>(e) The following information applicable to each type of insurance coverage: <ul style="list-style-type: none"> <li>i. Coverage Description,</li> <li>ii. Exceptions and Exclusions,</li> <li>iii. Policy Effective Date,</li> <li>iv. Policy Expiration Date, and</li> <li>v. Limit(s) of Liability.</li> </ul> </li> </ul>	
	<b>A.8.</b>	<p>Provide the Respondent's most recent independent audited financial statements. Said independent audited financial statements must:</p> <ul style="list-style-type: none"> <li><b>(1)</b> Reflect an audit period for a fiscal year ended within the last 36 months</li> <li><b>(2)</b> Be prepared with all monetary amounts detailed in United States currency;</li> </ul>	

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		<p>(3) Be prepared under United States Generally Accepted Accounting Principles (US GAAP);</p> <p>(4) Include: the auditor’s opinion letter; financial statements; and the notes to the financial statements; and</p> <p>(5) Be deemed, in the sole discretion of the State to reflect sufficient financial stability to undertake the subject agreement with the State.</p> <p>OR, in lieu of the aforementioned independent audited financial statements, provide a financial institution’s letter of commitment for a general Line of Credit in the amount of One Million Dollars (\$1,000,000), U.S. currency, available to the Respondent. Said letter must specify the Respondent’s name, be signed and dated within the past three (3) months by an authorized agent of the financial institution, and indicate that the Line of Credit shall be available for at least 12 months.</p> <p>NOTES:</p> <ul style="list-style-type: none"> <li>Reviewed or Compiled Financial Statements will not be deemed responsive to this requirement and will not be accepted.</li> <li>All persons, agencies, firms, or other entities that provide opinions regarding the Respondent’s financial status must be properly licensed to render such opinions. The State may require the Respondent to submit proof of such licensure detailing the stat of licensure and licensure number for each person or entity that renders the opinions.</li> </ul>	
	A.9.	Provide a written confirmation that the proposed solution will be a hosted cloud solution. The State defines “hosted cloud solution” as a secure, virtual storage environment, where the State’s data is effectively separated from that of other entities’ data. Access should only be available via a controlled process, utilizing multi-level security.	
State Use – RFQ 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. Evaluation Team members will independently evaluate and assign one score for all responses to Section B— General Qualifications & Experience Items.

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

<b>RESPONDENT LEGAL ENTITY NAME:</b>		
<b>Response Page #</b> (Respondent completes)	<b>Item Ref.</b>	<b>Section B— General Qualifications &amp; Experience Items</b>
		Respondent to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders such opinions.
	<b>B.11.</b>	Provide a brief, descriptive statement detailing evidence of the Respondent's ability to deliver the goods or services sought under this RFQ (e.g., prior experience, training, certifications, resources, program and quality management systems, etc.).
	<b>B.12.</b>	Provide a narrative description of the proposed contract team, its members, and organizational structure along with an organizational chart identifying the key people who will be assigned to provide the goods or services required by this RFQ, illustrating the lines of authority, and designating the individual responsible for the completion of each task and deliverable of the RFQ.
	<b>B.13.</b>	Provide a personnel roster listing the names of key people who the Respondent will assign to perform tasks required by this RFQ along with the estimated number of hours that each individual will devote to the required tasks. Follow the personnel roster with a resume for each of the people listed. The resumes must detail the individual's title, education, current position with the Respondent, and employment history.
	<b>B.14.</b>	Provide a statement of whether the Respondent intends to use subcontractors to accomplish the work required by this RFQ, and if so, detail: (a) the names of the subcontractors along with the contact person, mailing address, telephone number, and e-mail address for each; (b) a description of the scope and portions of the work each subcontractor will perform; <u>and</u> (c) a statement specifying that each proposed subcontractor has expressly assented to being proposed as a subcontractor in the Respondent's response to this RFQ.
	<b>B.15.</b>	Provide documentation of the Respondent's commitment to diversity as represented by the following: (a) <u>Business Strategy</u> . Provide a description of the Respondent's existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, Tennessee service-disabled veterans, and small business enterprises. Please also include a list of the Respondent's certifications as a diversity business, if applicable. (b) <u>Business Relationships</u> . Provide a listing of the Respondent's current contracts with business enterprises owned by minorities, women, Tennessee service-disabled veterans and small business enterprises. Please include the following information: (i) contract description and total value; (ii) contractor name and ownership characteristics (i.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 <b>DO NOT INCLUDE DOLLAR AMOUNTS</b> ); (ii) anticipated goods or services contract descriptions; (iii) names and ownership characteristics (i.e., ethnicity, gender, Tennessee service-disabled veterans) of anticipated subcontractors and supply contractors.  NOTE: In order to claim status as a Diversity Business Enterprise under this contract,

<b>RESPONDENT LEGAL ENTITY NAME:</b>		
<b>Response Page #</b> (Respondent completes)	<b>Item Ref.</b>	<b>Section B— General Qualifications &amp; Experience Items</b>
		<p>businesses must be certified by the Governor’s Office of Diversity Business Enterprise (Go-DBE). Please visit the Go-DBE website at <a href="https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&amp;XID=9265">https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&amp;XID=9265</a> for more information.</p> <p>(d) <u>Workforce</u>. Provide the percentage of the Respondent’s total current employees by ethnicity and gender.</p> <p>NOTE: Respondents that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and subcontractors. Response evaluations will recognize the positive qualifications and experience of a Respondent that does business with enterprises owned by minorities, women, Tennessee service-disabled veterans and small business enterprises and who offer a diverse workforce.</p>
	<b>B.16.</b>	<p>Provide a statement of whether or not the Respondent has any current contracts with the State of Tennessee or has completed any contracts with the State of Tennessee within the previous 5-year period. If so, provide the following information for all current and completed contracts:</p> <p>(a) the name, title, telephone number and e-mail address of the State contact responsible for the contract at issue;</p> <p>(b) the name of the procuring State agency;</p> <p>(c) a brief description of the contract’s specification for goods or scope of services;</p> <p>(d) the contract term; and</p> <p>(e) the contract number.</p> <p>NOTES:</p> <ul style="list-style-type: none"> <li>▪ Current or prior contracts with the State are <u>not</u> a prerequisite and are <u>not</u> required for the maximum evaluation score, and the existence of such contracts with the State will <u>not</u> automatically result in the addition or deduction of evaluation points.</li> <li>▪ Each evaluator will generally consider the results of inquiries by the State regarding all contracts responsive to Section B.16 of this RFQ.</li> </ul>
	<b>B.17.</b>	<p>Provide customer references from individuals (who are <u>not</u> current or former officials or staff of the State of Tennessee) for projects similar to the goods or services sought under this RFQ and which represent:</p> <ul style="list-style-type: none"> <li>▪ two (2) of the larger accounts currently serviced by the Respondent, <u>and</u></li> <li>▪ three (3) completed projects.</li> </ul> <p>All references must be provided in the form of standard reference questionnaires that have been fully completed by the individual providing the reference as required. The standard reference questionnaire, which <u>must</u> be used and completed as required, is detailed at RFQ Attachment F. References that are not completed as required will be considered nonresponsive and will not be considered.</p> <p>The Respondent will be <u>solely</u> responsible for obtaining the fully completed reference questionnaires, and for including them within the Respondent’s sealed Technical Response. In order to obtain and submit the completed reference questionnaires, as required, follow the process detailed below:</p> <p>(a) “Customize” the standard reference questionnaire at Attachment F by adding the subject Respondent’s name, and make exact duplicates for completion by references.</p> <p>(b) Send the customized reference questionnaires to each individual chosen to provide a reference along with a new standard #10 envelope.</p> <p>(c) Instruct the person who will provide a reference for the Respondent to:</p> <ol style="list-style-type: none"> <li>(i) complete the reference questionnaire (on the form provided or prepared, completed, and printed using an exact duplicate of the document);</li> <li>(ii) sign <u>and</u> date the completed, reference questionnaire;</li> <li>(iii) seal the completed, signed, and dated, reference questionnaire within the envelope provided;</li> </ol>

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

<b>RESPONDENT LEGAL ENTITY NAME:</b>		
<b>Response Page #</b> (Respondent completes)	<b>Item Ref.</b>	<b>Section B— General Qualifications &amp; Experience Items</b>
	<b>B.21.</b>	<p>The State is amenable to making changes to RFQ Attachment I, <i>pro forma</i> contract. The State will take all reasonable suggested alternative or supplemental contract language changes by Respondents under advisement during the evaluation and post award processes, subject to any mandates or restrictions imposed on the State by applicable state or federal law. The State, however, recommends that Respondents include with their response any alternative or supplemental suggested contract language that a Respondent would propose.</p> <p>Clearly indicate, by providing a “red-line” of RFQ Attachment I, <i>pro forma</i> contract, all suggested alternative or supplemental contract language. Do <b>not</b> include any exceptions or changes that (1) contradict a Federal requirement or a Mandatory Requirement, or (2) push back any deadlines.</p>
<b>SCORE (for all Section B— Qualifications &amp; Experience Items above):</b> (maximum possible score = 5)		
State Use – Evaluator Identification:		

### TECHNICAL RESPONSE & EVALUATION GUIDE

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

The Evaluation Team, made up of three (3) or more State employees, will independently evaluate and score the response to each item. Each evaluator will use the following whole number, raw point scale for scoring each item:

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

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

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	C.1.	Provide a narrative that describes the process involved in implementing your product for a new customer of similar size and scope of implementation as the State is envisioning.		5	
	C.2.	Provide a narrative that illustrates the Respondent's understanding of and ability to satisfy the <b>State's Service Goals</b> as described in <i>Pro Forma</i> Contract Section A.3.		5	
	C.3.	Provide a narrative that illustrates the Respondent's understanding of and ability to satisfy the requirements for the <b>Kickoff Meeting and Presentation</b> as described in <i>Pro Forma</i> Contract Section A.4.a.		1	
	C.4.	Provide a narrative that illustrates how the Respondent will manage the project, ensure completion of the scope of services, and accomplish required objectives within the State's project schedule as described in <i>Pro Forma</i> Contract Section A.4.b.		5	
	C.5.	Include information regarding the staffing requirements for both IT and the business to be met by the State in order to meet the proposed implementation schedule. Provide a description of the skills required and the quantities and levels of commitment for each skill.		3	
	C.6.	Provide a narrative that illustrates how the Respondent will complete the <b>Requirements Verification and Fit-Gap Analysis</b> as described in <i>Pro Forma</i> Contract Section A.4.c.		4	
	C.7.	Provide a narrative describing how the Respondent will develop the <b>Data Migration Plan</b> as described in <i>Pro Forma</i> Contract Section A.4.d.		4	
	C.8.	Provide a narrative describing how the Respondent will		4	

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
		develop the <b>Implementation Plan</b> as described in <i>Pro Forma</i> Contract Section A.4.f.			
	<b>C.9.</b>	Provide a narrative that illustrates how the Respondent will complete the <b>Training</b> as described in <i>Pro Forma</i> Contract Section A.4.k.		3	
	<b>C.10.</b>	Provide a narrative that illustrates how the Respondent will provide <b>Support and Maintenance</b> as described in <i>Pro Forma</i> Contract Section A.4.n.		5	
	<b>C.11.</b>	Provide a list of proposed system performance and availability measures the State can expect from Respondent.		4	
	<b>C.12.</b>	Provide a narrative that describes the customary division of end-user and internal support between the vendor and the customer. Include standard roles and responsibilities definitions for both the vendor and the customer for new application releases, upgrades, and administrative functions.		3	
	<b>C.13.</b>	Provide a narrative that describes how security roles are configured and maintained, including the division of labor between the vendor and the customer.		3	
	<b>C.14.</b>	Provide a narrative that describes how data archiving will be handled, including retention of metadata for eDiscovery.		4	
	<b>C.15.</b>	Provide a narrative describing how personally identifying information (PII) is protected both while in motion and at rest.		5	
	<b>C.16.</b>	Provide a narrative describing Respondent's approach to system security, referencing applicable industry standards. Include a description of how data is secured and stored. If a sub-contractor is used, include the name of the sub-contractor.		5	
	<b>C.17.</b>	Provide a narrative that describes the customary product maintenance and enhancement cycle.		3	
	<b>C.18.</b>	Provide a narrative that describes product licensing options. Describe the support services included with each product licensing option, as applicable. Do <u>not</u> include <u>ANY</u> pricing in response to this question.		2	
	<b>C.19.</b>	Provide a narrative that describes any additional support services provided. Do <u>not</u> include <u>ANY</u> pricing in response to this question.		3	
<p>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.</p>					<p><b>Total Raw Weighted Score:</b> (sum of Raw Weighted Scores above)</p>
<p><b>Total Raw Weighted Score</b></p>					
<p><b>Maximum Possible Raw Weighted Score</b> (i.e., 5 x the sum of item weights above)</p>					<p><b>X 20 = SCORE:</b></p>

<b>RESPONDENT LEGAL ENTITY NAME:</b>					
<b>Response Page #</b> (Respondent completes)	<b>Item Ref.</b>	<b>Section C— Technical Qualifications, Experience &amp; Approach Items</b>	<b>Item Score</b>	<b>Evaluation Factor</b>	<b>Raw Weighted Score</b>
<i>State Use – Evaluator Identification:</i>					
<i>State Use – Solicitation Coordinator Signature, Printed Name &amp; Date:</i>					

**TECHNICAL RESPONSE & EVALUATION GUIDE**

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

Valid Response Codes:

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

The Respondent must both enter one of the Valid Response Codes into the “Respondent Response” column next to each requirement, and enter comments in the “Comments” column to provide information on why the specific code was chosen. Evaluation Team will assign each response a score. The maximum score available for each response depends on the Valid Response Code entered:

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

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

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

*The Solicitation Coordinator will use the Total Raw Weighted Score and the formula below to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.*

<p><b>Total Raw Weighted Score</b></p> <hr style="width: 50%; margin: 0 auto;"/> <p><b>Maximum Possible Raw Weighted Score</b>  <i>(i.e., 1 x the total number of Requirements)</i></p>	<p><b>X 20</b>  <i>(maximum possible score)</i></p>	<p><b>= SCORE:</b></p>	<div style="border: 1px solid black; width: 100%; height: 50px;"></div>
<p><i>State Use – Evaluator Identification:</i></p>			
<p><i>State Use – Solicitation Coordinator Signature, Printed Name &amp; Date:</i></p>			

**TECHNICAL RESPONSE & EVALUATION GUIDE**

**SECTION E: ORAL PRESENTATION AND DEMONSTRATION.** The Respondent must address ALL Oral Presentation and Demonstration Items (below). The Oral Presentation and Demonstration period shall not exceed four (4) hours, which shall consist of: thirty (30) minutes for the Respondent to set-up and prepare; ninety (90) minutes for the Demonstration items in E.1; a fifteen (15) minute break; forty-five (45) minutes for the Discussion items in E.2; and sixty (60) minutes for questions and answers. The Respondent is required to include key personnel that will be assigned to this project in their presentation, as appropriate, and be available to answer questions. Respondent should not include company marketing materials in any Oral Presentation and Demonstration handouts.

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

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

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

<b>RESPONDENT LEGAL ENTITY NAME:</b>				
<b>Ref #</b>	<b>Oral Presentation and Demonstration Items</b>	<b>Item Score</b>	<b>Evaluation Factor</b>	<b>Raw Weighted Score</b>
<b>E.1.</b>	<b>Demonstrate the following features and functionality in the Respondent's proposed SaaS solution:</b>			
E.1.1.	Recruitment and Staffing <ul style="list-style-type: none"> <li>a) Create a job posting from a job description with competencies</li> <li>b) Demonstrate submission of an employment application which includes document uploads from the public-facing site</li> <li>c) Navigate through the pre-employment process; perform a compare and rank of applicants and workflow a packet of candidate information through the system for approval</li> <li>d) Transition the approved applicant to onboarding portion of system, including (but not limited to) completing an onboarding checklist and signing relevant new employee policies.</li> </ul>		<b>5</b>	
E.1.2.	Learning and Development <ul style="list-style-type: none"> <li>a) Post training event to catalog and tie course to specific competencies it is designed to develop</li> <li>b) Search and register for a class</li> <li>c) Manage/approve registration</li> <li>d) Do a mass enrollment from an HR login</li> <li>e) Perform a group notification for a change of time/location</li> <li>f) Show the process to build out two (2) employee training plans based on employee's competency ratings:                             <ul style="list-style-type: none"> <li>o One (1) for an employee meeting expectations</li> <li>o One (1) for an employee that needs development of core competencies</li> </ul> </li> <li>g) Manage certifications and license maintenance requirements (track progress towards meeting CEU requirements)</li> </ul>		<b>5</b>	

E.1.3.	<p>Performance Management</p> <p>a) Showcase capability to run two (2) different customized performance cycles (setting expectations, providing feedback, evaluating) simultaneously (i.e., Auditors receive an evaluation after every audit with their own form and scoring system; Division of Property Assessments employees receive annual evaluations in June; Office of State Assessed Properties employees may receive annual evaluations in August); include competencies.</p> <ul style="list-style-type: none"> <li>o One (1) project-based (after conclusion of an audit)</li> <li>o One (1) a regularly-scheduled annual performance review</li> </ul>		<b>5</b>	
E.1.4.	<p>Succession Planning</p> <p>a) Show capability for authorized users to identify talent pools based on competencies</p> <p>b) Identify skill/competency gaps</p> <p>c) Create career plans, goals and show an example of tracked progress.</p>		<b>3</b>	
E.1.5.	<p>Strategic Planning</p> <p>a) Enter an operational strategic plan and workflow through approvals</p> <p>b) Track and report on operational performance measures and goals</p>		<b>3</b>	
E.1.6.	<p>Enabled System Workflow</p> <p>a) Create at least one form with multi-level approval workflows, automatic email notifications and in-system task reminders. Include multiple data types, such as drop down, date, currency, text, etc.</p> <p>b) Edit a saved form, workflow, email notification and task reminder, and a required field prompt</p> <ul style="list-style-type: none"> <li>o Examples can include (but are not limited to): enter unemployment claims, complaints, investigations, FMLA requests, Workers' Compensation claims, exit survey.</li> </ul>		<b>5</b>	
E.1.7.	<p>Reporting and Analytics</p> <p>a) Generate at least two vendor-provided best practice reports and</p> <ul style="list-style-type: none"> <li>o export to a flat file</li> <li>o show graphing and charting capability</li> </ul> <p>Examples may include but are not limited to: performance reports, turnover/exit trends, learning needs, 360 degree assessments</p> <p>b) Run a custom report that explores applicant pool characteristics and trends to assist management in developing and implementing effective recruitment strategies</p> <p>c) User-readable data dictionary of query-able fields for ad hoc reporting</p> <p>d) Create a basic ad hoc report and demonstrate basic report formatting capabilities before exporting the report electronically</p>		<b>5</b>	

E.1.8.	<p>Online Help Functionality</p> <ul style="list-style-type: none"> <li>a) Display online Help documentation</li> <li>b) Show ease of navigation within the online Help, including context sensitive capability</li> <li>c) If online Help is customizable, demonstrate adding language to a specific topic, adding an entirely new topic, etc.</li> </ul>		1	
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## SECTION E Continued

RESPONDENT LEGAL ENTITY NAME:				
Ref #	Oral Presentation Items	Item Score	Evaluation Factor	Raw Weighted Score
<b>E.2.</b>	<b>Discuss the following:</b>			
E.2.1.	The Comptroller's Office for the State of Tennessee intends to use the TAMS SaaS solution to manage all aspects of the Employee Lifecycle. Describe highlights of how the Respondent has previously implemented their solution successfully with one of the clients provided as a reference. Address such things as initial planning, implementation, risks encountered and mitigated, etc.		<b>3</b>	
E.2.2.	Explain how the system will manage the Privacy and Security of all employee and applicant records (especially as relates to the Respondent's cloud services provider).		<b>5</b>	
E.2.3.	Discuss how the Respondent handles response times if there is a system outage (vendor-related) and the ensuing communications-related activities centered around the outage. Explain how the system will provide data capturing while connectivity is unavailable, and specifically how Respondent will provide automatic updates to the system when connectivity is restored.		<b>2</b>	
E.2.4.	Describe how the Respondent handles ongoing Customer Support issues. Include details about the process from call-in and ticket creation all the way through to issue resolution.		<b>2</b>	
E.2.5.	Address the Change Management processes that Respondent currently has in place. Describe Respondent's approach to ongoing software modifications (both system bug fixes and customer requested enhancements), including methodology used, any limitations for modifications, and how modifications are incorporated into future upgrades.		<b>3</b>	
E.2.6.	Explain backup and recovery abilities of all COT data and Respondent's RTO for major system components and data. Describe a recent scenario (if applicable) in which these backup and recovery plans were implemented, e.g., a real-life DR situation with a client, OR examples of Respondent performing validation and testing on their DR processes to ensure they are valid and current.		<b>5</b>	
E.2.7.	Explain how the system will enable the Comptroller's HR Division to manage external requests for employee records as relates to legal matters, e.g., if specific queries are already designed to accommodate this, if it will require ad hoc customization, etc. Include explanation of the system capability for Litigation Hold procedures.		<b>3</b>	
<b>Total Raw Weighted Score</b> ( <i>sum of Raw Weighted Scores above</i> ):				
The Solicitation Coordinator will use this sum and the formula below to calculate the score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.				

<b>total raw weighted score</b>			
<b>maximum possible raw weighted score</b> <i>(i.e., 5 x the sum of item weights above)</i>		<b>X 25</b> <i>(maximum section score)</i>	<b>= SCORE:</b>
	<i>State Use – Evaluator Identification:</i>		
	<i>State Use – Solicitation Coordinator Signature, Printed Name &amp; Date:</i>		

**Cost Proposal & Evaluation Guide**  
*For Qualified Respondents Only*

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

**STATEMENT OF CERTIFICATIONS AND ASSURANCES**

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

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

1. The Respondent will comply with all of the provisions and requirements of the RFQ.
2. The Respondent will provide all specified goods or services as required by the contract awarded pursuant to this RFQ.
3. The Respondent accepts and agrees to all terms and conditions, except changes as set forth in the response (refer to RFQ Attachment B, B.21), set out in the RFQ Attachment I, *pro forma* Contract.
4. The Respondent acknowledges and agrees that a contract resulting from the RFQ shall incorporate, by reference, all Response responses as a part of the contract.
5. The Respondent will comply, as applicable, with:
  - (a) the laws of the State of Tennessee;
  - (b) Title VI of the federal Civil Rights Act of 1964;
  - (c) Title IX of the federal Education Amendments Act of 1972;
  - (d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government; and,
  - (e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government.
6. To the best of the undersigned's knowledge, information or belief, the information detailed within the Response to the RFQ is accurate.
7. The Response submitted to the RFQ was independently prepared, without collusion, and under penalty of perjury.
8. No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Respondent in connection with the request or any potential resulting contract.

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

9.

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

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

**SIGNATURE & DATE:**

\_\_\_\_\_

**PRINTED NAME & TITLE:**

\_\_\_\_\_

**LEGAL ENTITY NAME:**

\_\_\_\_\_

**FEIN or SSN:**

\_\_\_\_\_

**REFERENCE QUESTIONNAIRE**

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

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

**RFQ 30701-14009 REFERENCE QUESTIONNAIRE**

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

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

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

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

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

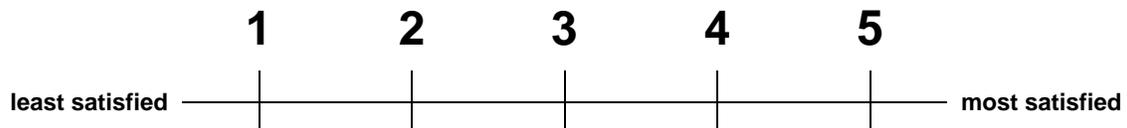
**(2) Please provide the following information about the individual completing this reference questionnaire on behalf of the above-named individual, company, organization, or entity.**

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

**(3) What goods or services do/did the vendor provide to your company or organization?**

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

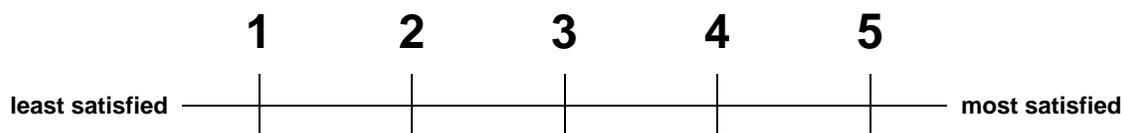
*Please respond by circling the appropriate number on the scale below.*



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

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

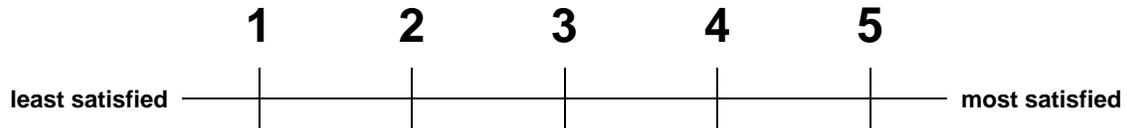
*Please respond by circling the appropriate number on the scale below.*



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

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

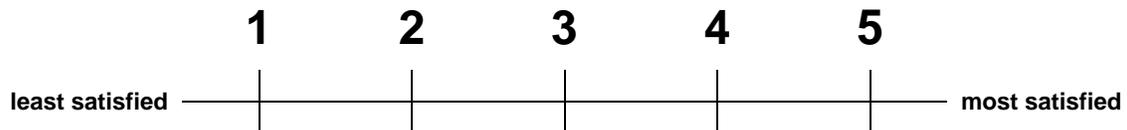
*Please respond by circling the appropriate number on the scale below.*



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

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

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



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

**REFERENCE SIGNATURE:**

(by the individual completing this request for reference information)

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

**DATE:**

**RFQ # 30701-14009 PRO FORMA CONTRACT**

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

**CONTRACT**  
**BETWEEN THE STATE OF TENNESSEE,**  
**COMPTROLLER OF THE TREASURY**  
**AND**  
**CONTRACTOR NAME**

This Contract, by and between the State of Tennessee, Comptroller of the Treasury ("State") and **Contractor Legal Entity Name** ("Contractor"), is for the provision of Scope of Goods, as further defined in the "SCOPE." State and Contractor may be referred to individually as a "Party" or collectively as the "Parties" to this Contract.

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

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

Contractor Edison Registration ID # **Number**

**A. SCOPE:**

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

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

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

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

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

<b>TAMS Milestone</b>	<b>Description</b>	<b>Target Date</b>
TAMS Phase 1	TAMS System configured and ready for use by Human Resources team	December 1, 2015
TAMS Phase 2	Data migration complete and validated	February 15, 2016
TAMS Phase 3	Training material developed, and trainers trained	April 4, 2016
TAMS Phase 4	Support by vendor as defined in contract for roll-out to entire organization	May-November 2016

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

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

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

- (1) Project Management Plan. The Contractor shall work with the State Project Manager to develop a master Project Management Plan that describes the approach, activities, duration, risks, and implementation for all Project work. The State will provide written acceptance of the Contractor's Project Management Plan. The State will be responsible for the master Project Management Plan. The Contractor shall prepare and provide to the State Project Manager the following for inclusion in the master Project Management Plan:
    - (i) Project Schedule: a schedule baseline that will be used as a reference point for managing project progress
    - (ii) Risk Management Plan: explains how project risks will be managed
    - (iii) 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
    - (iv) Change Management Plan: a proposed plan for managing project changes including, but not limited to, process, scope, resources, and schedule.
  - (2) Weekly Status Meeting. The Contractor shall meet with the State Project Manager on at least a weekly basis. The meeting topics shall include a synopsis of the status of activities; outstanding issues and expected resolution dates; and key risks, issues and action items. The Contractor shall also discuss progress against the Project Schedule.
  - (3) Monthly Progress Report. The Contractor shall work with the State Project Manager to prepare and submit a Monthly Progress Report throughout the project's duration. Monthly Progress Reports shall contain, at a minimum:
    - Progress toward project milestones
    - Updates on implementation
    - Status of deliverables
    - Action items and status
    - Status of any Change Orders
- c. Requirements Verification and Fit-Gap Analysis. The Contractor shall work with State project team members, as identified by the State, to verify the requirements outlined in Contract Attachment 2 – Requirements Matrix, and to map and document the extent to which the

Contractor's solution meets each requirement. The Contractor shall use its responses to Contract Attachment 2 – Requirements Matrix for the verification process. The Contractor shall document any necessary requirement changes or requirement gaps identified as a result of the requirements verification process and provide this documentation to the State Project Manager.

- d. Data Migration Plan. The Contractor shall work with the State to develop a plan describing the strategy, approach, and design for importing existing employee data from the Edison system, the internally-developed Performance Evaluation System, and the State's FileNet system to TAMS. The Data Migration Plan shall describe how data for a single employee will be converted to an employee record, along with recommendations to minimize the risk of incorrect data migration. The State will provide written acceptance of the Data Migration Plan.
- e. 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) High-level training schedule
  - (4) Backup and recovery procedures for data migration
  - (5) Contingency approach

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

- f. TAMS Phase 1. This project phase involves the configuration of the system for initial set-up by Human Resources. The vendor shall also provide initial training to the Human Resources team on system functionality, including, but not limited to, creating and editing workflows, creating and editing templates, and administering system security. At the conclusion of this phase of the project, the Human Resources team will begin setting up the system for use by the Comptroller's Office. Phase 2 shall begin immediately upon the conclusion of Phase 1.
- g. TAMS Phase 2. This project phase involves the migration of existing data into the TAMS system as specified in the Data Migration Plan (A.4.d).
- h. TAMS Phase 3. The Contractor will provide training services to the State related to the use of the TAMS system.
  - (1) Training Material. In partnership with the State Human Resources team, the Contractor shall develop and deliver to the State Train-the-Trainer material for the final TAMS functionality as approved by the State. Training material shall be prepared using State-standard Microsoft Office products. The Contractor will provide training materials for the State's designated trainers, including unlimited right to copy.
  - (2) Train-the-Trainer Training. The Contractor shall offer a train-the-trainer program to train State-designated TAMS Trainers using the Training Material developed in A.4.h.(1) A variety of training approaches may be proposed, such as:
    - On-site training
    - Virtual classroomThe State reserves the right to make final determination of the training approach(es) to be used as part of the Train-the-Trainer Training.
  - (3) Help Content. To the extent available, the Contractor shall provide a customizable knowledge base for TAMS-specific help documentation.

The Contractor shall deliver the training components to the State at least thirty (30) calendar days prior to the conclusion of TAMS Phase 3. The State will provide written acceptance of the Training Plan and Training Material.

- i. TAMS Phase 4. This project phase involves the deployment of the TAMS system to end-users throughout the Comptroller's Office. The vendor will provide support and assistance as needed during this phase.
- j. Test Plan. ***If any customizations to the Contractor's software are requested***, the Contractor shall develop and deliver a plan describing how the Contractor will coordinate, manage, and conduct thorough testing for the TAMS system prior to delivery to the State for User Acceptance Testing (UAT). Functional and regression testing shall be performed by the Contractor on each customized module. The State will provide written acceptance of the Test Plan and reserves the right to request periodic updates to the document.

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

- k. Conduct Testing. ***If any customizations to the Contractor's software are requested***, the Contractor shall perform all functional, system, and integration testing of TAMS, in accordance with Contract Section A.4.j. and the State-approved Test Plan (Deliverable 15). The Contractor shall be responsible for all aspects of system and integration testing, and all testing shall be performed in the Contractor's technical environment.

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.

- l. User Acceptance Testing (UAT). ***If any customizations to the Contractor's software are requested***, the State will develop a UAT Plan and test scenarios. The Contractor shall provide support for User Acceptance Testing, including 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 a defect tracking log.
- m. Support and Maintenance. The Contractor shall provide support and maintenance for the TAMS system that will commence with the conclusion of TAMS Phase 3 and will continue throughout the Contract. The Contractor shall provide third-tier technical support and shall maintain the operational readiness, interoperability, and conformance to specifications and requirements of TAMS. The contractor shall provide support as outlined during the individual phases of the TAMS deployment and implementation plan.

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

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

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

- Make appropriate Contractor support resources available to the State between 6:00 A.M. and 6:00 P.M. Central Time, Monday through Friday, except State holidays, to provide the services described and detailed in this section.

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

Severity	Description	Service Level Goal
Level 1	Problem has an immediate impact on a majority of end users' ability to access and/or use the system. Generally involves multiple users at the same time. The Contractor shall address system outages or severely degraded services immediately.	<p>Within one (1) hour from the time a Severity Level 1 problem is reported to the Contractor, the Contractor shall assign dedicated resources as required to solve the problem. The Contractor shall provide a status update to the State's Technical Contact (identified in Section D.2) or his/her designee every two (2) hours until the problem is resolved.</p> <p>The goal for Level 1 issues is to have the problem resolved within two (2) hours; otherwise, the issue shall be escalated to the Contractor's Chief Product Officer or the Contractor's equivalent senior management.</p>
Level 2	Problem has a high impact on most users, must be resolved quickly, and can occur at any time. Under these circumstances, the software is unusable or unstable	<p>Within four (4) hours from the time a Severity Level 2 problem is reported to the Contractor, the Contractor shall assign dedicated resources as required to solve the problem. The Contractor shall provide a status update to the State's Technical Contact (identified in Section 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.</p> <p>The goal for Level 2 issues is to have the problem resolved within eight (8) hours; otherwise, the issue shall be escalated to the Contractor's senior management.</p>
Level 3	Problem can occur at any time and is either high impact with moderate urgency, or extremely urgent but with moderate impact. Under these circumstances, the ability of the software to support business processes is diminished.	<p>Within 24 hours from the time a Severity Level 3 problem is reported to the Contractor, the Contractor shall assign resources to solve the problem within a mutually agreed upon timeframe. The Contractor shall provide a status update to the State's Technical Contact (identified in Section 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</p>
Level 4	Problem has a moderate impact and is moderately urgent. These circumstances create conditions that inconvenience users of the system.	<p>The Contractor shall work with the State's Technical Contact (identified in Section D.2) or his/her designee to determine resources that the Contractor shall assign and when, and the frequency of updates on the status of the problem or fix.</p>

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

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

A regularly scheduled maintenance window shall be identified (e.g., weekly, monthly, or quarterly), at which time all relevant server patches and application upgrades shall be applied. The Contractor shall report the status of any software updates that will necessitate User Acceptance Testing to the State at least fifteen (15) business days before UAT would need to commence.

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

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

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

- (4) Business Continuity and Disaster Recovery. Systems shall be configured with levels of redundancy so that typical component failures shall not disrupt service. The Contractor shall define, implement and exercise adequate business continuity and disaster recovery procedures.

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

- n. Change Orders. The State may, at its sole discretion and with written notice to the Contractor, request changes in the Scope that are necessary but were inadvertently unspecified in this Contract.

- (1) Change Order Creation. After receipt of a written request for additional services from the State, the Contractor shall respond to the State, within a maximum of ten (10) business days, with a written proposal for completing the service. Contractor's proposal must specify:
- i. the effect, if any, of implementing the requested change(s) on all other services required under this Contract;
  - ii. the specific effort involved in completing the change(s);
  - iii. the expected schedule for completing the change(s);
  - iv. the maximum number of person hours required for the change(s); and
  - v. the maximum cost for the change(s)— this maximum cost shall in no instance exceed the product of the person hours required multiplied by the appropriate payment rate proposed for such work in Contract Section C.3.c.

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

- (2) Change Order Performance. Subsequent to creation of a Change Order, the Contractor shall complete the required services, coordinating with the State to determine appropriate timing for implementation. The State will be the sole judge of the acceptable completion of work and, upon such determination, shall provide the Contractor written approval.
- (3) Change Order Remuneration. The State will remunerate the Contractor only for acceptable work. All acceptable work performed pursuant to an approved Change Order, without a formal amendment of this Contract, shall be remunerated in accordance with and further limited by Contract Section C.3.c., PROVIDED THAT, the State shall be liable to the Contractor only for the cost of the actual goods or services provided to complete the necessary work, not to exceed the maximum cost for the change detailed in the Change Order. In no instance shall the State be liable to the Contractor for any amount exceeding the maximum cost specified by the Change Order authorizing the goods or services. Upon State approval of the work, the Contractor shall invoice the State in accordance with the relevant provisions of this Contract.

**A.5. Service Reporting**

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

**A.6. Service Deliverables**

#	Deliverable	Contract Section(s)	Delivery Date
1	Kickoff Meeting Presentation	A.4.a.	Within seven (7) calendar days after the Contract Period Beginning Date*
2	Project Schedule	A.4.b.(1)(i)	Within thirty (30) calendar days of the Contract Period Beginning Date*
3	Risk Management Plan	A.4.b.(1)(ii)	Within thirty (30) calendar days of the Contract Period Beginning Date*

4	Issue Management Plan	A.4.b.(1)(iii)	Within thirty (30) calendar days of the Contract Period Beginning Date*
5	Change Management Plan	A.4.b.(1)(iv)	Within thirty (30) calendar days of the Contract Period Beginning Date*
6	Weekly Status Meeting	A.4.b.(2).	As mutually agreed upon by the State and Contractor in accordance with the Project Schedule
7	Monthly Progress Report	A.4.b.(3)	No later than the 5 <sup>th</sup> business day of the month
8	Requirements Verification and Fit-Gap Analysis	A.4.c.	As mutually agreed upon by the State and Contractor in accordance with the Project Schedule
9	Data Migration Plan	A.4.d.	As mutually agreed upon by the State and Contractor in accordance with the Project Schedule
10	Implementation Plan	A.4.e.	As mutually agreed upon by the State and Contractor in accordance with the Project Schedule
11	TAMS Phase 1 Completion	A.4.f.	As mutually agreed upon by the State and Contractor in accordance with the Project Schedule
12	TAMS Phase 2 Completion	A.4.g.	As mutually agreed upon by the State and Contractor in accordance with the Project Schedule
13	TAMS Phase 3 Completion	A.4.h.	As mutually agreed upon by the State and Contractor in accordance with the Project Schedule
14	Support during TAMS Phase 4	A.4.i.	As mutually agreed upon by the State and Contractor in accordance with the Project Schedule
15	Test Plan <i>(if needed)</i>	A.4.j.	As mutually agreed upon by the State and Contractor in accordance with the Project Schedule
16	Software Test Results document <i>(if needed)</i>	A.4.k.	As mutually agreed upon by the State and Contractor in accordance with the Project Schedule

17	Defect Tracking Log for User Acceptance Testing (UAT) <b>(if needed)</b>	A.4.l.	As mutually agreed upon by the State and Contractor in accordance with the Project Schedule
18	Support and Maintenance Plan	A.4.m.	Within sixty (60) calendar days of the Contract Period Beginning Date*
19	Quarterly Service Level Reports	A.4.m.(1)	Quarterly, by the 10 <sup>th</sup> business day of the following quarter, upon commencement of Support and Maintenance
20	Monthly System Usage and Performance Reports	A.4.m.(3)	Monthly, by the 5 <sup>th</sup> business day of the following month, upon commencement of Support and Maintenance

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

**A.7. Warranty.** Contractor represents and warrants that throughout the Term of this Contract (“Warranty Period”), 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, in conformity with standards generally accepted in Contractor’s industry.

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

**A.8. Inspection and Acceptance.** The State shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, the State determines that the goods or services are Defective, the State shall notify Contractor, and Contractor shall re-deliver the goods or provide the services at no additional cost to the State. If after a period of thirty (30) days following delivery of goods or performance of services the State does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the State.

**A.9. Upgrades and Enhancement**

- a. All upgrades and/or enhancements to the Solution will be made available to the State as soon as they are released to any of the Contractor’s customers.
- b. The Contractor will coordinate with the State on the timing of the installation of the upgrades and/or enhancements.

- c. The Contractor will provide the State with documentation of the upgrades and/or enhancements prior to their release/implementation, including which module(s) is/are affected and expected impact to overall system functionality (e.g., workflows, templates)

**A.10. Information Security Compliance**

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

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

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

**A.11. 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.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. Security Certification, Accreditation, Audit**

- a. At the State's request, the contractor shall provide proof of certification, accreditation, or audit on a yearly basis to the State to validate the hosting solution security. (Examples: SAS 70, SSAE 16, SOC 2 / SOC 3, ISO 27001/2.).
- b. The Contractor shall represent and warrant that the Software / Application / Network shall be free from all computer viruses, worms, time-outs, time bombs, back doors, disabling devices and other harmful or malicious code intended to or which may damage, disrupt, inconvenience or permit access to the State's or another's software, hardware, networks, data or information. If the Contractor is aware of any security incident, vulnerability or other malicious code within their software or network, the Contractor shall immediately disclose this information to the State via telephone and e-mail, as well as identify a timeline to mitigate and eliminate the risk.

**B. TERM OF CONTRACT:**

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

**C. PAYMENT TERMS AND CONDITIONS:**

**C.1. Maximum Liability.** In no event shall the maximum liability of the State under this Contract exceed **Written Dollar Amount (\$Number)** ("Maximum Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.

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

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

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

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

<b>Service Description</b>	<b>Amount</b> (per compensable increment)
Completion and State approval of the following Deliverables: <ul style="list-style-type: none"> <li>• Deliverable #1: Kickoff Meeting Presentation – as detailed in Contract Section A.4.a.</li> <li>• Deliverable #2: Project Schedule – as detailed in Contract Section A.4.b.(1)(i)</li> <li>• Deliverable #3: Risk Management Plan - as detailed in Contract Section A.4.b.(1)(ii)</li> <li>• Deliverable #4: Issue Management Plan - as detailed in Contract Section A.4.b.(1)(iii)</li> <li>• Deliverable #5: Change Management Plan - as detailed in Contract Section A.4.b.(1)(iv)</li> </ul>	<b>\$ [NUMBER]</b> 15% of the Total Implementation Cost
Completion and State approval of the following Deliverables: <ul style="list-style-type: none"> <li>• Deliverable #8: Requirements Verification and Fit-Gap Analysis – as detailed in Contract Section A.4.c.</li> <li>• Deliverable #9: Data Migration Plan – as detailed in Contract Section A.4.d.</li> <li>• Deliverable #10: Implementation Plan – as detailed in Contract Section A.4.e.</li> <li>• Deliverable #18: Support and Maintenance Plan – as detailed in Contract Section A.4.m.</li> </ul>	<b>\$ [NUMBER]</b> 15% of the Total Implementation Cost
Completion and State approval of TAMS Phase 1 – as detailed in Contract Section A.4.f.	<b>\$ [NUMBER]</b> 25% of the Total Implementation Cost

Completion and State approval of TAMS Phase 2 – as detailed in Contract Section A.4.g.	\$ [NUMBER] 25% of the Total Implementation Cost
Completion and State approval of TAMS Phase 3, including delivery of Training Materials & Trained Trainers – as detailed in Contract Section A.4.h.	\$ [NUMBER] 20% of the Total Implementation Cost
<b>Total Implementation Amount</b>	<b>\$ [NUMBER]</b>

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

<sup>1</sup> No Support and Maintenance fee shall be accumulated or invoiced by the Contractor until TAMS Phase 3 is complete. Support and Maintenance fees for Contract Year One will be paid by the State proportionally based on date of implementation. Contract Year One Support and Maintenance fees shall be invoiced by the Contractor in quarterly installments. Support and Maintenance fees for all other contract years awarded under the Contract shall be invoiced by the Contractor in equal quarterly installments, each equal to one-quarter the yearly contract amount, provided the combined quarterly invoices do not exceed the yearly contracted amount. Quarterly installments for all Support and Maintenance fees shall correspond with the State's fiscal year.

- c. The Contractor shall be compensated for changes requested and performed pursuant to Contract Section A.4.n. without a formal amendment of this Contract based upon the payment rates detailed in the schedule above and as agreed pursuant to Section A.4.n., PROVIDED THAT compensation to the Contractor for such “change order” work shall not exceed seven percent (7%), or \$ [NUMBER], of the sum of milestone payment rates detailed in Section C.3.b., above (which is the total cost for the milestones and associated deliverables set forth in Contract Sections A.3., through A.6.). If, at any point during the Term, the State determines that the cost of necessary “change order” work would exceed the maximum amount, the State may amend this Contract to address the need.

Service Description	Service Rates (per compensable increment)				
	Contract Year One	Contract Year Two	Contract Year Three	Contract Year Four	Contract Year Five
<b>Change Orders – as detailed in Contract Section A.4.n.</b>					
Project Manager	\$ [NUMBER] per hour	\$ [NUMBER] per hour	\$ [NUMBER] per hour	\$ [NUMBER] per hour	\$ [NUMBER] per hour
Business/System Analyst	\$ [NUMBER] per hour	\$ [NUMBER] per hour	\$ [NUMBER] per hour	\$ [NUMBER] per hour	\$ [NUMBER] per hour
Programmer	\$ [NUMBER] per hour	\$ [NUMBER] per hour	\$ [NUMBER] per hour	\$ [NUMBER] per hour	\$ [NUMBER] per hour
Database Administrator	\$ [NUMBER] per hour	\$ [NUMBER] per hour	\$ [NUMBER] per hour	\$ [NUMBER] per hour	\$ [NUMBER] per hour
Trainer	\$ [NUMBER] per hour	\$ [NUMBER] per hour	\$ [NUMBER] per hour	\$ [NUMBER] per hour	\$ [NUMBER] per hour

NOTE: The Contractor shall not be compensated for travel time to the primary location of service provision.

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

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

TN Comptroller of the Treasury  
Office of Management Services  
Fiscal Services  
505 Deaderick Street  
Suite 1400, James K. Polk Building  
Nashville, TN 37243-1402

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

- (1) Invoice number (assigned by the Contractor);
- (2) Invoice date;
- (3) Contract number (assigned by the State);
- (4) Customer account name: TN Comptroller of the Treasury
- (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:

For questions related to the goods or services included in this contract, please contact:

Amber Crawford, Human Resources Manager  
Comptroller of the Treasury  
Suite 1400 James K Polk Building  
505 Deaderick St  
Nashville, TN 37243  
Amber.Crawford@cot.tn.gov

Telephone # 615 401-7925

AND

For questions related to the contract, please contact:

Connie Rickabaugh, Sourcing Manager  
Comptroller of the Treasury  
Suite 1400 James K Polk Building  
505 Deaderick St  
Nashville, TN 37243  
Connie.Rickabaugh@cot.tn.gov  
Telephone # 615 401-7914

AND

For questions related to technical issues, please contact:

Amy King, Human Resources Business Analyst  
Comptroller of the Treasury  
Suite 1400 James K Polk Building  
505 Deaderick St  
Nashville, TN 37243  
Amy.King@cot.tn.gov  
Telephone # 615 401-7968

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, or if the Contractor materially violates any terms of this Contract ("Breach Condition"), the State shall provide written notice to Contractor specifying the Breach Condition. If within thirty (30) days of notice, the Contractor has not cured the Breach Condition, the State may terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor and the State may seek other remedies allowed 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 4 -

Attestation RE Personnel 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. Insurance.** The Contractor shall carry adequate liability and other appropriate forms of insurance.

a. The Contractor shall maintain, at minimum, the following insurance coverage:

- (1) Workers' Compensation/ Employers' Liability (including all states coverage) with a limit not less than the relevant statutory amount or one million dollars (\$1,000,000) per occurrence for employers' liability whichever is greater.
- (2) Comprehensive Commercial General Liability (including personal injury & property damage, premises/operations, independent contractor, contractual liability and completed operations/products) with a bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.
- (3) Automobile Coverage (including owned, leased, hired, and non-owned vehicles) with a bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence.
- (4) Errors and Omission Coverage with a limit of not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) aggregate.

c. The Contractor shall provide a valid Certificate of Insurance naming the State as an additional insured and detailing Coverage Description; Insurance Company & Policy Number; Exceptions and Exclusions; Policy Effective Date; Policy Expiration Date; Limit(s) of Liability; and Name and Address of Insured. Contractor shall obtain from Contractor's insurance carrier(s) and will deliver to the State waivers of the subrogation rights under the respective policies. Failure to provide required evidence of insurance coverage shall be a material breach of this Contract.

**E.3. 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.4. Ownership of Software and Work Products.**

a. Definitions.

- (1) "Contractor-Owned Software," shall mean commercially available software the rights to which are owned by Contractor, including but not limited to commercial "off-the-shelf" software which is not developed using State's money or resources.

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

b. Rights and Title to the Software

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

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

**E.5. State Furnished Property.** The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible personal property furnished by the State for the Contractor's use under this Contract. Upon termination of this Contract, all property furnished by the State shall be returned to the State in the same condition as when received, less reasonable wear and tear. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the fair market value of the property at the time of loss.

**E.6. Prohibited Advertising.** The Contractor shall not suggest or imply in advertising or marketing materials that Contractor's goods or services are endorsed by the State. The restrictions on Contractor advertising or marketing materials under this Section shall survive the termination of this Contract.

- E.7. 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 RFQ-30701-14009 (Attachment B, #B.15) and resulting in this Contract.

The Contractor shall assist the State in monitoring the Contractor's performance of this commitment by providing, as requested, a quarterly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, and 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.8. Intellectual Property.** The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State concerning or arising out of any claim of an alleged patent, copyright, trade secret or other intellectual property infringement. In any such claim or action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any settlement or final judgment, and the Contractor shall be responsible for all legal or other fees or expenses incurred by the State arising from any such claim. The State shall give the Contractor notice of any such claim or suit and full right and opportunity to conduct the Contractor's own defense thereof, however, the failure of the State to give such notice shall only relieve Contractor of its obligations under this Section to the extent Contractor can demonstrate actual prejudice arising from the State's failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State of Tennessee in any legal matter, as provided in Tenn. Code Ann. § 8-6-106.

- E.9. Liquidated Damages.** If a breach of contract occurs, ("Liquidated Damages Event"), the State may assess damages on Contractor ("Liquidated Damages"). The State shall notify the Contractor of amounts to be assessed as Liquidated Damages. The Parties agree that due to the complicated nature of the Contractor's obligations under this Contract it would be difficult to specifically designate a monetary amount for Contractor's failure to fulfill its obligations regarding the Liquidated Damages Event as these amounts are likely to be uncertain and not easily proven. Contractor has carefully reviewed the Liquidated Damages contained in Contract Attachment 3 – Performance Requirements and Payment Reductions and agrees that these amounts represent a reasonable relationship between the amount and what might reasonably be expected in the event of a Liquidated Damages Event, and are a reasonable estimate of the damages that would occur from a Liquidated Damages Event. The Parties agree that the Liquidated Damages represent solely the damages and injuries sustained by the State in losing the benefit of the bargain with Contractor and do not include any injury or damage sustained by a third party. The Contractor agrees that the Liquidated Damages are in addition to any amounts Contractor may owe the State pursuant to the indemnity provision or any other sections of this Contract.

The State is not obligated to assess Liquidated Damages before availing itself of any other remedy. The State may choose to discontinue Liquidated Damages and avail itself of any other remedy available under this Contract or at law or equity.

- E.10. Unencumbered Personnel.** The Contractor shall not restrict its employees, agents, subcontractors or principals who perform services for the State under this Contract from performing the same or similar services for the State after the termination of this Contract, either as a State employee, an independent contractor, or an employee, agent, subcontractor or principal of another contractor with the State.

- E.11. Personally Identifiable Information.** While performing its obligations under this Contract, Contractor may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal

information ("Privacy Laws"). Contractor agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Contractor shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Contractor and in accordance with this Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Contractor shall immediately notify State: (1) of any disclosure or use of any PII by Contractor or any of its employees, agents and representatives in breach of this Contract; and (2) of any disclosure of any PII to Contractor or its employees, agents and representatives where the purpose of such disclosure is not known to Contractor or its employees, agents and representatives. The State reserves the right to review Contractor's policies and procedures used to maintain the security and confidentiality of PII and Contractor shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify and/or procure that Contractor is in full compliance with its obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Contractor shall immediately return to the State any and all PII which it has received under this Contract and shall destroy all records of such PII.

The Contractor shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Contractor ("Unauthorized Disclosure") that come to the Contractor's attention. Any such report shall be made by the Contractor within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Contractor. Contractor shall take all necessary measures to halt any further Unauthorized Disclosures. The Contractor, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Contractor shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Contract or otherwise available at law.

#### **E.12. Transfer of Contractor's Obligations.**

- a. The Contractor shall immediately notify the State in writing of a proposed merger, acquisition or sale of its business operation, or the part of its business operation that provides services under this Contract, or that this Contract will be sold to or assumed by another entity. The entity that is proposed to assume the Contractor's duties under this Contract, whether through merger, acquisition, sale or other transaction, will be hereinafter described as the New Entity.
- b. The Contractor (or, if the Contractor no longer exists as a legal entity, the New Entity) will provide to the State within a reasonable time, information that the State may require about the merger, acquisition or sale, which may include
  - i. the date and terms of the merger, acquisition or sale, including specifically, but not limited to, adequate documentation of the financial solvency and adequate capitalization of the proposed New Entity
  - ii. evidence of financial solvency and adequate capitalization of the proposed New Entity which may consist of,
    - (1) Debt;
    - (2) Assets;
    - (3) Liabilities;
    - (4) Cash flow
    - (5) Percentage of the total revenues of the company that are represented by this Contract;

- (6) The most recent annual financial reports;
    - (7) The most recent annual financial reports filed with government agencies, if applicable.
  - iii. a complete description of the relationship of any New Entity to any parent company or subsidiary or division resulting from the merger, acquisition or sale of the original Contractor's business or the part of the original Contractor's business that provides services under this Contract or from assumption by, or sale to, another entity of the contract itself, including:
    - (1) the names and positions of corporate or company officers, project managers, other Contractor management staff with responsibilities under the Contract, and numbers and the type of technical or other personnel who will be responsible for fulfilling the obligations of the Contract, and any subcontracts that will be used to provide any personal or other services under the Contract by the New Entity and,
    - (2) an organizational chart clearly describing the organizational structure of the New Entity, parent company, subsidiary, division or other unit of the entity or parent company with which it has merged or by which it, or the Contract, has been acquired.
  - iv. such additional evidence of financial solvency, adequate capitalization and information regarding corporate organizational and personnel assigned to the Contract as the State determines is necessary to evaluate the status of the proposed or consummated merger, acquisition or sale.
- c. The original Contractor shall immediately notify the State in writing in the event of a change in its legal name and/or Federal Employer Identification Number (FEIN). The Contractor shall comply with State requests for copies of any documents that have been filed with state corporate records officials or other officials in the state of its incorporation that verify the name change and a narrative description of the reasons for the name change. If a New Entity has succeeded to the interest of the original Contractor, it shall immediately provide the State written notification of its Federal Employer Identification Number (FEIN), its complete corporate name, State of incorporation, and other documentation required to effectuate the transfer.
- d. Notwithstanding any other provisions of this Contract to the contrary, the State may immediately terminate this Contract in whole or in stages in the event that it determines that the New Entity
  - i. has been debarred from State or Federal contracting in the past five years, or
  - ii. has had a contract terminated for cause by the State of Tennessee within the past five years.

The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor or New Entity for compensation for any service which has not been rendered. Upon such termination, the Contractor or New Entity shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- e. The New Entity shall provide to the State within ten (10) business days of the State's request, a notarized statement signed by an individual authorized to bind the New Entity certifying that all liabilities and obligations incurred by the former Contractor are assumed by the New Entity.
- f. If the New Entity owes money to the State of Tennessee, it acknowledges that Tennessee Code Annotated Section 9-4-604 requires repayment of these funds and will enter into a legally binding agreement for repayment.

**E.13. Security Audit.** The State may conduct audits of Contractor's compliance with the State's Enterprise Information Security Policy ("The Policy"), as well as those obligations imposed by

Federal or State law, regulation or policy. The Policy, as may be periodically revised, can be located at the following link:

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

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

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

Contractor shall provide reports or additional information upon request of the State and access for the State or the State's designated staff to Contractor's facilities and/or any location involved with providing services to the State or involved with processing or storing State data, and Contractor shall cooperate with State staff and audit requests submitted under this Section. Any confidential information of either party accessed or disclosed during the course of the security audit shall be treated as set forth under this Contract or federal or state law or regulations. Each party shall bear its own expenses incurred in the course of conducting this security audit. Contractor shall at its own expense promptly rectify any non-compliance with the Policy or other requirements identified by this security audit and provide proof to the State thereof.

**IN WITNESS WHEREOF,**

**CONTRACTOR LEGAL ENTITY NAME:**

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**CONTRACTOR SIGNATURE**

**DATE**

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

**STATE AGENCY NAME:**

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**NAME & TITLE**

**DATE**

### Performance Requirements and Payment Reductions

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

	business day of the month. <i>(Reference Section A.6.)</i>	(\$100.00)	
8	Provide Requirements Verification and Fit-Gap Analysis by mutually-agreed upon date in the Project Schedule. <i>(Reference Section A.6.)</i>	One Hundred Dollars (\$100.00)	Per calendar day after failure to supply
9	Provide State-approved Support and Maintenance Plan within 60 days of Contract Period Beginning Date. <i>(Reference Section A.6.)</i>	One Hundred Dollars (\$100.00)	Per calendar day after failure to supply

**ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE**

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

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

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**CONTRACTOR SIGNATURE**

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

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**PRINTED NAME AND TITLE OF SIGNATORY**

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**DATE OF ATTESTATION**

*(Fill out only by selected Contractor)*

SAMPLE LETTER OF DIVERSITY COMMITMENT

**(Company Letterhead/Logo)**

(Address)

(Date)

(Salutation),

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

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

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

\_\_\_\_\_

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

\_\_\_\_\_ %.

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

\_\_\_\_\_

\_\_\_\_\_

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

Further, we commit to:

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

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

Regards,

**(Company authority – signature and title)**