



STATE OF TENNESSEE
TREASURY DEPARTMENT

**REQUEST FOR QUALIFICATIONS # 30901-26215
AMENDMENT # 1
FOR TECHNOLOGY FOR THE STATE'S
ADMINISTRATION OF CLAIMS AND PROGRAMS OF
RISK MANAGEMENT**

DATE: May 29, 2015

RFQ # 30901-26215 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)	Tentative DATE (all dates are State business days)
1.	RFQ Issued		May 4, 2015
2.	Disability Accommodation Request Deadline	2:00 p.m.	May 7, 2015
3.	Pre-Response Teleconference	2:00 p.m.	May 8, 2015
4.	Notice of Intent to Respond Deadline	2:00 p.m.	May 11, 2015
5.	Written "Questions & Comments" Deadline	2:00 p.m.	May 18, 2015
6.	State response to written "Questions & Comments"		May 29, 2015
7.	RFQ Technical Response Deadline	2:00 p.m.	June 12, 2015
8.	Complete Evaluation of RFQ Submissions		June 26, 2015
9.	State Notice of Qualified Respondents Released		June 29, 2015
10.	State Schedules Respondent Oral Presentations		June 30 - July 2, 2015
11.	Respondent Oral Presentations	8:00am - 4:00pm	July 9 - July 13, 2015
12.	RFQ Cost Proposal Deadline (ONLY for Qualified Respondents)	2:00 p.m.	July 20, 2015
13.	State Opening for Scoring of Cost Proposals		July 21, 2015
14.	RFQ Negotiations		July 27 - July 29, 2015
15.	State Notice of Intent to Award Released and RFQ Files Opened for Public Inspection		August 3, 2015
16.	End of Open File Period		August 10, 2015
17.	State sends contract to Contractor for signature		August 11, 2015

18.	Respondent Contractor Signature Deadline	2:00pm	August 18, 2015
19.	Anticipated Contract Start Date (anticipated date for contract to be fully executed and vendor to begin work)		September 16, 2015

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	Could you provide a list of vendors this was sent to?	The vendor list will be provided upon written request to the RFQ Coordinator.
2	What is the existing software solution currently in place?	The State maintains two in-house developed Oracle based applications for Risk Management (TRMPS) and Claims Administration (Gemini). Custom Excel spreadsheets are used to manage certain claim and inventory information. The Statewide Edison system is used for payment processing. Supportive claim documents are maintained in the State's enterprise content management solution, Image Now (Perceptive Content).
3	We realize the RFQ is related to technology (a software program to meet your needs) but wanted to know if it also includes any physical insurance property appraisal services? Or will that need be addressed in the future under a separate RFP?	No, there is no need for physical insurance appraisal services with the currently published RFQ and there is no currently contemplated plan within a future RFP.
4	Would it be possible to obtain a list of vendor contacts that were on the conference call?	The teleconference participants will be provided upon written request to the RFQ Coordinator.
5	Could you please provide Rich Norman's contact information at the office of Diversity Business?	State of Tennessee Governor's Office of Diversity Business Enterprise Diversity Business Liaison, Agency Contact Richard Van Norman Richard.VanNorman@tn.gov (615) 253-4654
6	For the Requirements Matrix, there is a significant number of items which are marked as M-Mandatory. Can you please further clarify if a vendor's system does not or cannot meet one of these items, does that rule them out for selection? Does this answer vary from the Mandatory (Pass/Fail) tab to other areas where items are marked as M-Mandatory?	See Section 7a of this Amendment below. In the Attachment K RFQ 30901-26215 Requirements Matrix as, the "Mandatory (Pass/Fail)" tab has been replaced with the "Pass/Fail Requirements" tab. The Instructions tab has been updated and the "NA" code was removed from the Code Description. The Pass/Fail Requirements tab must be completed in accordance with Section A.10. Failing to meet or respond to any items in the "Pass/Fail Requirements" tab will serve to disqualify the respondent.

QUESTION / COMMENT	STATE RESPONSE
	<p>For the M-Mandatory requirements in tabs (A) through (E) respondents will select the appropriate designated code (SF, CF, RQ, TP, NR, MC, SP, TX) with corresponding comments where applicable.</p> <p>Items that are marked Mandatory are for the purpose of scoring the proposed solution and as such, the State welcomes information about your solution's capabilities.</p> <p>Failing to meet one of these "Mandatory" items in tabs (A) through (E) will reduce the score but will not, in and of itself, disqualify the respondent.</p>
<p>7 The workflow document suggests some claims are submitted via walk in, fax, email submissions - can you please identify whether the future state is to have all new claims/incidents to be reported through the selected system</p>	<p>While it is the desire to encourage online filing of incidents and claims, there has been no determination as to program and policy enhancements specific to the future submission of claims, currently submitted via walk in, fax or email. As such the State welcomes information about your solution's capabilities specific to improving the administration processes within the Division of Risk Management and Claims Administration.</p>
<p>8 If you could please confirm our interpretation of the documentation, pricing shall only be sent to the State upon being notified of being a 'qualified respondent'. No pricing need be sent with the Technical Response due June 12th.</p>	<p>The State confirms that a cost proposal must be submitted separately from the Technical Response. The Technical Response must not contain cost or pricing information of any type. In accordance with the Schedule of Events, Respondents selected as Qualified Respondents, will be notified on June 29, 2015, and will be invited to submit a cost proposal as detailed in Section 3.1.4 by July 20, 2015, the Cost Proposal deadline in the Schedule of Events.</p>
<p>9 Can you please define what determines a qualified respondent? and if there is an expected volume (maximum number) of those marked as such. Is it based on the first four items of the table in Section 5.5 (Evaluation Guide)?</p>	<p>Please see Section 5.2 of the RFQ. Qualified Respondents are those that have met all mandatory requirements and are in the competitive range. The competitive range is detailed under Section 5.2, Phase III, which provides that the State will identify no less than three (3) (if at least three (3) responses are submitted), and at the State's discretion, up to five (5), responses that have received the highest evaluations for their Technical Response specific to responses received for Attachments A, B, C and D, including Attachment K RFQ 30901-26215 Requirements Matrix.</p>
<p>10 Section A12: Regarding User Licensing: Can you please clarify the intent of the language 'Minimum of (x users)'. If selected as a qualified respondent, shall pricing by each vendor be provided in line with the number identified or are you looking for pricing which</p>	<p>Please see Amendment sections 8 and 9 below. Attachment F Cost Proposal & Evaluation Guide has been revised along with Section C.3 Payment Methodology of the Pro Forma Contract.</p>

QUESTION / COMMENT	STATE RESPONSE
includes unlimited growth beyond these numbers without additional cost.	
11 How many new incidents/claims are reported in a given year?	The Division of Claims Administration processes claims filed with and against the State. During fiscal year 2014, claimants filed 4,762 new claims against the State, including 2,908 Worker's Compensation claims filed with the State's contracted Third Party Administrator (CorVel). In addition, claimants filed 2,428 Criminal Injuries Compensation claims, providers filed 2,108 Sexual Assault Forensic Examination Reimbursement (SAFE) claims, and providers filed 444 Interlock Reimbursement claims.
12 Can you please identify any CMS-111 Medicare and/or FROI/SROI requirements that would run through the selected system	Currently the State's Workers' Compensation program is administered by CorVel the State's contracted Third Party Administrator (TPA), inclusive of Managed Care services and medical case management. It is the desire of the State that the proposed solution, support an interface to the State's Third Party Administrator where all of the State's CMS-111 Medicare and/or FROI/SROI data is currently managed.
13 Can you please provide greater detail on the historical data. How many historical claims/incidents would need to be converted to the selected system?	The State's Claim Administration and payment status application Gemini and Property Management application TRMPS house collectively upwards of 100,000 claims and incidents, generated over the past decade. The State has made no determination at this time, regarding the amount of historical claims and incidents requiring conversion into the proposed solution.
14 Please clarify the date on which Qualified Respondents are required to submit Cost Proposals. Section 5.2, Qualification of Technical Responses (page 17), indicates that Qualified Respondents are to submit Cost Proposals at the time of their Oral Presentation. However, the RFQ Schedule of Events (page 9) specifies a Cost Proposal deadline of July 20, 2015.	<p>The State welcomes Cost Proposals from Qualified Respondents seeking to deliver them during the Respondent Oral Presentations from July 9 - July 13, 2015 as well as on or before July 20, 2015 at 2:00pm Central.</p> <p>All responses must be delivered to:</p> <p>Tamara Byrd, MSM Sourcing Analyst Central Procurement Office Department of General Services William R. Snodgrass TN Tower – 3rd Floor 312 Rosa L. Parks Ave., Nashville, TN 37243 Work: (615) 532-2314 Email: Tamara.Byrd@tn.gov</p>
15 Section A.4.o, RMIS Delivery Phases (page 57), indicates that the State expects the project to be completed within two years from the effective date of the Contract. Section A.5, Service Deliverables (page 64), indicates that construction of the RMIS should be	See Amendment section 5 below. The State expects the project to be complete within two years from the effective date of the Contract.

QUESTION / COMMENT	STATE RESPONSE
<p>completed no later than 12 months after the Contract signing date. a) Please clarify the State's preferred go-live date for the overall solution. b) Does the State prefer separate deployments of the RMIS project phases as they are completed, or a single aggregated deployment of the completed phases? c) Does the State expect the construction of all RMIS phases to be completed within 12 months of the Contract signing date?</p>	
<p>16 Section B.15 (page 23) requests documentation of the Respondent's commitment to diversity. Will the State please provide additional details on how it will evaluate and score the Respondent's estimated level of participation by businesses owned by minorities, women, service-disabled veterans, and small business enterprises?</p>	<p>The Governor's Office of Diversity provides a technical summary of Respondents' responses to Item B.15 to the evaluation team. Members of the evaluation team may consider such summary in their evaluation of responses to Item B.15. Item B.15 is contained within Section B, which has a maximum possible score of 5.</p>
<p>17 Please provide additional insight on the staff resources that the State will make available during the RMIS project.</p>	<p>The State is committed to the success of this project and shall assign dedicated resources specific to all essential roles and responsibilities, including at a minimum State Project Management, Information Systems Business Analysts, Program Subject Matter Experts and other business area personnel applicable to the various phases of the project.</p>
<p>18 Will the RMIS project be federally funded or state funded?</p>	<p>This is a State funded project.</p>
<p>19 Is it acceptable for Respondents to propose redlined revisions to the Mandatory Terms and Conditions in Attachment J?</p>	<p>Respondents may include a "red-line" of RFQ Attachment J, Pro Forma contract, as indicated in Item B.21. Respondents should note, however, that the Pro Forma contract substantially represents the contract that the State intends for the apparent best evaluated Respondent to sign, and the State may not accept proposed changes that conflict with statutory requirements or are otherwise not in the best interest of the State. Under RFQ Section 5.4., if the State determines contract finalization discussions and negotiations are not productive, the State reserves the right to enter into contract negotiations with the next apparent best evaluated Respondent.</p>
<p>20 Section A.4.c.(6).ii (page 52) specifies that the Respondent shall establish the RMIS hosting environment within a Tier IV data center. Based on our experience, the State's requirements for availability, security, and systems management can be successfully addressed through deployment within a Tier III data center. In order to promote a more cost-effective RMIS solution, will the State consider proposals that provide hosting from a Tier III data center?</p>	<p>The State is not willing to revise the existing language in A.4(c) (6).ii (page 52). The State will require the selected Contractor to provide a secure, Tier IV data center.</p>

QUESTION / COMMENT	STATE RESPONSE
21 Attachment K - Requirement # 2 on the Mandatory (Pass/Fail) tab states that "The contractor will convert data stored in TRMPS," while Requirement # 5 on Tab (A) System states "The system must accommodate an Interface with TRMPS." Does the solution require that TRMPS data be converted, or does it require an interface with the TRMPS?	See Amendment 7.b. below. The State seeks a solution to accommodate a one-time export of data from TRMPS the State of Tennessee's application developed using an Oracle database for the inventory management of the State's Property assets.
22 Will there be an opportunity beyond May 18th to submit additional questions regarding this RFQ?	No. The deadline for Written Comments and Questions was May 18th, 2015 at 2:00pm Central.
23 (Terms and Conditions D.5) Will the State agree to compensate Vendor for any unamortized costs and reasonable wind-down costs in the event of a termination for convenience?	The State will not agree to compensation beyond that currently stated in Section D.5 in the event of a termination for convenience.
24 (Terms and Conditions D.6) Will the State agree to provide Vendor with a reasonable cure period prior to any termination for cause?	The State will agree to provide the Vendor with a cure period prior to any termination for cause. Please see the revised language in Section 6.a of this Amendment.
25 (Terms and Conditions D.18) Will the State consider capping Vendor liability to an amount equal to the total amount that the customer has paid the Vendor in the 12 months prior to the relevant incident?	The State intends to maintain the language currently contained in Section D.18 in accordance with Tenn. Code Ann. §12-3-701.
26 (Terms and Conditions D.19) Will the State consider limiting vendor liability to damages directly resulting from vendor's own negligent acts or omissions?	The State intends to maintain the language currently contained in Section D.19.
27 (Terms and Conditions D.24) Will the State agree to include among the "causes beyond the reasonable control of the Party" the actions of the other party and its other third party vendors?	The State intends to maintain the language currently contained in Section D.24.
28 (Terms and Conditions D.25) Will the State agree to share new costs incurred through changes in law or regulation?	The State will not agree to share new costs incurred by the Contractor in its compliance with Section D.25.
29 The State refers to its desired solution as "Software as a Service" (SaaS) (A.4 c (1)) but also, conversely, refers to licensing, including support and maintenance (A.12). Since these are often considered to be mutually exclusive models, can the State please provide additional clarification on the model it intends to use?	See Amendment sections 3 and 4 below. The State is requesting a per user proposed fee. For evaluation purposes, the State is providing the minimum number of licenses that it requires. The State would purchase additional licenses, should they be necessary, at the per/user proposed fee.
30 Will the DRMCA continue to accept questions beyond the May 18, 2015 time period?	No. The deadline for Written Comments and Questions was May 18th, 2015 at 2:00pm Central.

QUESTION / COMMENT	STATE RESPONSE
31 As outlined in section 5.4 Clarifications and Negotiations, will both the Respondents as well as the State have the opportunity to identify areas in which it is apparent that there may have been miscommunications or misunderstandings as to the state's specifications or requirements following the initial response submittal?	The written questions and comments is the time when the respondents should identify any miscommunications or misunderstandings in the document. The State may seek clarifications from respondents at any time during the procurement process.
32 Confirm that no pricing is to be included in the initial response.	The Technical Response must not contain cost or pricing information of any type. Please refer to Response Requirements Section 3.4 Response Prohibitions of the RFQ.
33 For RFQ Attachment K Requirements - Requirements Matrix will respondents be allowed to reference additional attachments or hyperlinks to supplement what has been included in the comments section?	Yes. The State welcomes respondents' supplemental information in addition to the completed Attachment K RFQ 30901-26215 Requirements Matrix as Amended
34 Please confirm that Contract as well as Payment Terms and Conditions will be subject to a more formal red lines process for the State as well the Respondent prior to entering in the final contract.	<p>Respondents may include a "red-line" of RFQ Attachment J, Pro Forma contract, as indicated in Item B.21. Respondents should note, however, that the Pro Forma contract substantially represents the contract that the State intends for the apparent best evaluated Respondent to sign, and the State may not accept proposed changes that conflict with statutory requirements or are otherwise not in the best interest of the State.</p> <p>RFQ Section 5.4 contains additional information regarding negotiations of costs and contract terms and conditions. Please note that under Section 5.4, if the State determines cost and contract finalization discussions and negotiations are not productive, the State reserves the right to enter into contract negotiations with the next apparent best evaluated Respondent.</p>
35 Payment Methodology and payment schedule cannot be accepted as currently outlined. Will is the State open to modifying these condition (License payment at time of contract will be required).	Respondents may include a "red-line" of RFQ Attachment J, Pro Forma contract, as indicated in Item B.21 with requested revisions. Under RFQ Section 5.4, the State may elect to negotiate with Qualified Respondents regarding costs and contract terms and conditions. Respondents should note, however, that the Pro Forma contract substantially represents the contract that the State intends the apparent best evaluated Respondent to sign.
36 Please clarify the total number of customer references required to be submitted with the response. Will the state require a total of five (5) references which would include two (2) of the larger accounts served by the Respondent and three (3) completed projects, or is it	Respondents should comply with the instructions as detailed in the Attachment B Section B General Qualifications & Experience items - B.17.

QUESTION / COMMENT	STATE RESPONSE
acceptable to submit fewer total references (3 or 4) as long as the references, in aggregate, represent two (2) of the larger accounts served by the Respondent and three (3) completed projects?	
37 Will the State consider extending the Technical Response deadline for RFQ # 30901-26215 by two weeks until June 26, 2015?	No. The State will maintain the published RFQ Schedule of Events.

3. Delete RFQ Section 1.4 Definitions and Abbreviations entry in its entirety:

SaaS	Software-as-a-Service solution model is a software licensing/delivery model whereby software is licensed on a subscription basis and is centrally hosted (usually by the vendor).
------	---

4. Delete RFQ Attachment J, Pro Forma Contract Section A.4.c (1) in its entirety, and insert the following in its place:

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

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

5. Delete RFQ Attachment J, Pro Forma Contract Section A.5, Service Deliverables #12 and #23 in their entirety and insert the following in their place:

12.	Construct RMIS	A.4.e	As mutually agreed upon by the State and Contractor in accordance with the Project Schedule, but no later than 24 12 months after the Contract signing date.
23.	Delivery of RMIS Phases 1-5	A.4.o	As mutually agreed upon by the State and Contractor in accordance with the Project Schedule, but no later than 24 months after the Contract signing date.

6. Delete RFQ Attachment J, Pro Forma Contract, Section D.6, in its entirety and insert the following in its place:

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

7. Delete RFQ Attachment K, Requirements Matrix, and insert the following in its place:

a. Section A Mandatory Requirements A.10 :

Provide written confirmation that the Respondent's RMIS solution will comply with/provide all requirements designated as "Mandatory" in RFQ Attachment A, Pro Forma Contract, (This may be accomplished by including a copy of the completed "Mandatory "Pass|Fail Requirements" tab of Attachment K, Requirements Matrix.)

b. Attachment D Technical Response & Evaluation Guide:

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.

c. Attachment K RFQ 30901-26215 Requirements Matrix including:

- i. Instructions Tab Organization of this Excel Spreadsheet
"Mandatory "Pass|Fail Requirements" Yes/No ONLY
- ii. Mandatory "Pass|Fail Requirements" tab
- iii. Respondent Response Values for Solution Module Requirements Codes and Code Descriptions:

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

- d. Attachment K RFQ 30901-26215 Requirements Matrix as Amended including the "Pass|Fail Requirements" tab name as well as all subsequent tabs (A) through (E) with the selection designated code (SF, CF, RQ, TP, NR, MC, NA, SP, TX) and corresponding comment fields.
- e. Please note that Requirement # 5 on Tab (A) System has been replaced.

The system must accommodate ~~an interface with TRMPS~~ a one-time export of data from TRMPS the State of Tennessee's application developed using an Oracle database for the inventory management of the State's Property assets.

8. Delete RFQ Attachment F, Cost Proposal in its entirety and insert the following in its place:

ATTACHMENT F

Cost Proposal & Evaluation Guide

For Qualified Respondents Only

NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED

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

The following Cost Proposal must be filled out as requested by the State.

RESPONDENT SIGNATURE:			
PRINTED NAME & TITLE:			
DATE:			
RESPONDENT LEGAL ENTITY NAME:			
IMPLEMENTATION, CHANGE ORDER WORK AND MODIFICATIONS			
Line item of Cost Description	Proposed Cost	State Use Only	
		Evaluation Factor	Evaluation Cost (cost x factor)
Total Cost for Implementation and State Approved Delivery of the RMIS System Phases and Interfaces using Project Initiation Phases & Project Management deliverables pursuant to Pro Forma contract Section A	\$ _____ / unit	1	
Completion and State Approval of Change Order Work performed pursuant to Pro Forma contract Section A.4.b.(2)	\$ _____ / person hours	500	

RESPONDENT LEGAL ENTITY NAME:			
Completion and State Approval of Modifications and Enhancements performed pursuant to Pro Forma contract Section A.4.q	\$ _____ / person hours	100	

USER LICENSING FEES

Cost Item Description	Proposed Cost					State Use ONLY		
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	Sum	Evaluation Factor	Evaluation Cost (sum x evaluation factor)
User Licensing Fee for System Administrative Users – minimum 5 licenses - Pro Forma Contract Section A.12. Please note this fee is an annual fee, and not a "per user" fee.	\$ / EACH	\$ / EACH	\$ / EACH	\$ / EACH	\$ / EACH		5	
User Licensing Fee for Program Super Users – minimum 13 users - Pro Forma Contract Section A.12. Please note this fee is an annual fee, and not a "per user" fee.	\$ / EACH	\$ / EACH	\$ / EACH	\$ / EACH	\$ / EACH		13	
User Licensing Fee for General User - Minimum 8 users - Pro Forma Contract Section A.12. Please note this fee is an annual fee, and not a "per user" fee.	\$ / EACH	\$ / EACH	\$ / EACH	\$ / EACH	\$ / EACH		8	
Unlimited User Licensing Fee for General Portal Users- Pro Forma Contract Section A.12. Please note this fee is an annual fee, and not a "per user" fee.	\$ / EACH	\$ / EACH	\$ / EACH	\$ / EACH	\$ / EACH		1	

SUPPORT AND MAINTENANCE

Cost Item Description	Proposed Cost					State Use ONLY		
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	Sum	Evaluation Factor	Evaluation Cost (sum x evaluation factor)
Support and Maintenance- as detailed in Pro Forma Contract Section A.4.p.	\$ / YEAR	\$ / YEAR	\$ / YEAR	\$ / YEAR	\$ / YEAR		1	
TOTAL EVALUATION COST AMOUNT (sum of evaluation costs above):								
The RFP Coordinator will use this sum and the formula below to calculate the Cost Proposal Score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.								
						x 30 (maximum possible score)	=	SCORE:
lowest evaluation cost amount from <u>all</u> proposals								

9. Delete RFQ Attachment J, Pro Forma Contract, Section C.3.b, Payment Methodology, User Licensing Fees (fourth and fifth Service Description tables) in their entirety and insert the following in its place:

C.3.

Service Description	Proposed Cost Year 1	Proposed Cost Year 2	Proposed Cost Year 3	Proposed Cost Year 4	Proposed Cost Year 5
User Licensing Fee for System Administrative Users ³ – Minimum 5 licenses - Pro Forma Contract Section A.12. Please note this fee is an annual “per user” fee.	\$ [NUMBER] per user				
User Licensing Fee for Program Super Users ³ – Minimum 13 users - Pro Forma Contract Section A.12. Please note this fee is an annual “per user” fee.	\$ [NUMBER] per user				
User Licensing Fee for General User ³ - Minimum 8 users - Pro Forma	\$ [NUMBER] per user				

Contract Section A.12. Please note this fee is an annual "per user" fee.					
Unlimited User Licensing Fee for General Portal Users ³ - Pro Forma Contract Section A.12. Please note this fee is an annual "per user" fee.	\$ [NUMBER] per user				

³ No User Licensing fees shall be accumulated or invoiced by the Contract until RMIS Phase 2 is deployed and active. User Licensing fees for Contract Year One will be paid by the State proportionally based on date of Phase 2 implementation. User Licensing fees for all other contract years awarded under the Contract shall be invoiced by the Contractor in equal annual installments, provided the combined invoices do not exceed the Total User Licensing contracted amount. Annual installments for all User Licensing fees shall correspond with the State's fiscal year (July1 to June 30).

Service Description	Proposed Cost Year 1	Proposed Cost Year 2	Proposed Cost Year 3	Proposed Cost Year 4	Proposed Cost Year 5
Support and Maintenance ⁴ – as detailed in Contract Section A.4.p.	\$ [NUMBER] per year				

⁴ No Support and Maintenance fee shall be accumulated or invoiced by the Contract until RMIS Phase 2 is deployed and active. Support and Maintenance fees for Contract Year One will be paid by the State proportionally based on date of Phase 2 implementation. Support and Maintenance fees for all other contract years awarded under the Contract shall be invoiced by the Contractor in equal annual installments provided the combined annual invoices do not exceed the Total Support and Maintenance contracted amount. Annual installments for all Support and Maintenance fees shall correspond with the State's fiscal year (July 1 to June 30).



**STATE OF TENNESSEE
CENTRAL PROCUREMENT OFFICE**

**REQUEST FOR QUALIFICATIONS
FOR
TECHNOLOGY FOR THE STATE'S ADMINISTRATION OF
CLAIMS AND PROGRAMS OF RISK MANAGEMENT
RFQ # 30901-26215**

TABLE OF CONTENTS

SECTIONS:

- 1. Introduction**
- 2. RFQ Schedule of Events**
- 3. Response Requirements**
- 4. General Information & Requirements**
- 5. Procurement Process & Contract Award**

ATTACHMENTS:

- A. Technical Response & Evaluation Guide – Mandatory Requirement Items**
- B. Technical Response & Evaluation Guide – General Qualifications & Experience Items**
- C. Technical Response & Evaluation Guide – Technical Qualifications, Experience & Approach Items**
- D. Technical Response & Evaluation - Review of the Requirements Matrix**
- E. Technical Response & Evaluation Guide - Oral Presentation and Demonstration**
- F. Cost Proposal & Evaluation Guide**
- G. Statement of Certifications & Assurances**
- H. Reference Questionnaire**
- I. Proposal Score Summary Mix**
- J. *Pro Forma* Contract**

Pro Forma Contract Attachments:

- 1. Performance Requirements and Payment Reductions**
- 2. Attestation RE Personnel Used in Contract Performance**
- 3. SAMPLE LETTER OF DIVERSITY COMMITMENT**

4. TREASURY DEPARTMENT GIFTS AND SOLICITATION POLICY

K. Requirements Matrix

L. RMIS Program Workflows

M. Interfaces

1. INTRODUCTION

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

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

1.1. Statement of Procurement Purpose

The State of Tennessee Treasury Department, Divisions of Risk Management and Claims Administration (DRMCA), oversees a variety of risk management areas, including oversight management of insurance and safety programs which are designed to protect and maintain the financial integrity of all State-owned assets, and provide a safe working environment for state employees and the general public. The Division of Risk Management oversees the administration of the State’s Workers’ Compensation and Property insurance programs, while the Division of Claims Administration processes claims filed with the State for Tort liability filed against the State (comprised of General, Auto and Medical Malpractice claims), Employee Property Damage, Criminal Injuries Compensation, Fleet Management, Interlock Assistance Fund, Criminal Injuries Compensation (victims’ compensation) and Sexual Assault Forensic Examination (SAFE) Reimbursement.

DRMCA seeks to procure a state of the art Risk Management Information System (RMIS) that can incorporate best practices in both Risk Management and Claims Administration, while providing the capability to interface with the State of Tennessee’s enterprise resource planning (ERP) system (Edison), Tennessee Board of Regents and the University of Tennessee systems which currently manage payroll, insurance, required Federal reporting, and associated functions, as well as other functions of the State currently performed manually or with in-house-developed, standalone applications.

The selected RMIS solution will provide cutting-edge tools and modules to better support the functions of the DRMCA by replacing the manual procedures associated with the administration of claims and the reporting functions of the State’s Risk Management exposures.

The selected RMIS solution must incorporate the key components associated with the entire life cycle of incidents and claims from initial reporting through decision, compensation and resolution; while providing a central repository for inventory and risk data including workflows defined specific to program policies and statutes. The requirements for the RMIS system are outlined in RFQ Attachment J, Pro Forma, with current program functionality and interfaces displayed in Attachment L and M.

The State of Tennessee desires to implement an integrated, browser-enabled Risk Management Information System supported by a single supplier. The proposed solution must include a Risk Management Information System with electronic document management capabilities. The Contractor will also provide professional implementation services that will include:

- Overall project management
- System configuration specific to program parameters and statutes
- Population of security, user and vendor data/reference tables
- Conversion and migration of claims data and images from legacy DRMCA applications
- All testing of the integrated solution using existing data and support for User Acceptance Testing
- Documentation of the new environment
- Training State staff in the use and support of the new solution

- As needed, onsite, post-production support

The Contractor will be accountable for the functionality of all parts of the RMIS system even if the system is comprised of software from multiple parties.

1.2. **Pre-Response Teleconference**

A Pre-Response Teleconference will be held at the time and date detailed in the RFQ Schedule of Events, RFQ § 2. Pre-Response teleconference attendance is not mandatory, and potential Respondents may be limited to a maximum number of attendees depending upon overall attendance and space limitations. To participate in the teleconference, contact the Solicitation Coordinator, listed in section 4.1.1 for further instructions.

1.3. **Notice of Intent to Respond**

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

1.4. **Definitions and Abbreviations**

TERM	DEFINITION
Access Level Privileges	Secure access to the system that is granted by role, specific person, groups, etc.
Admin/ Administrative Users	The State of Tennessee staff members who have authority to update configuration parameters, i.e., users in Treasury Information Systems and Division of Risk Management and Claims Administration.
Auto Liability	Provides coverage for state-owned licensed / rented / leased vehicles used for state business.
Authorized User	"Authorized user" is a generic term to denote that a person has been granted the permissions to perform the task within the security management area.
Comprehensive General Liability	Provides coverage for third-party losses where the State is legally liable, and also provides personal injury and wrongful acts, as well as other contractual and tort liabilities in addition to providing support to the State's Liability Third Party Administrator (TPA)
Contractor	Successful Offeror/Awarded Supplier
Conversion	To change, adapt, translate claims data or images from existing format, layout, etc. to Contractor's required system format, layout, etc.
Criminal Injury Compensation	Provides compensation for claims filed by victims, victims' dependents or other eligible claimants under the program's statutory requirements for financial reimbursement.
Data	
Active Data	Data that has not reached the point of being archived. Must be available for daily processing, by various users.
Data at Rest	Information stored on file servers, repositories (like Exchange or SharePoint servers), Web servers, and in Cloud Storage.
Data in Motion	Data sent over networks of any kind.

Deliverable	Any verifiable outcome, result, service or product that shall be delivered, developed, performed or produced by the successful Offeror as defined by the Scope of Work.
DRMCA	Division of Risk Management and Claims Administration
Edison	The State's Enterprise Resource Planning system (ERP), performing personnel management, payroll processing and other functions, data in the form of xls, xml and csv files, are extracted from Edison for processing within the Department of the Treasury. If pre-defined file formats are met, select data can be transferred into Edison, between computer interfaces via SFTP. The RMIS system will not replace functions performed in Edison, but will require a bidirectional interface to support the functions of the Division of Risk Management and Claims Administration, in addition to those of the Tennessee Board of Regents, the University of Tennessee
Editable list	Within a user interface to the Solution, a user's selectable list of values that is modifiable by an authorized user
Employee Property Damage (EPD)	Provides coverage reimbursement for loss or damage to personal property belonging to State of Tennessee employees if such loss or damage occurred while in the course and scope of employment and is required for the employee's job at the State.
Fleet Management	Tracks the acquisition, maintenance, vehicle efficiency and any reported incidents involving State of Tennessee cars, vans, trucks, airplanes, helicopters, drones, boats, etc.
Field	A data element within the Solution, including, but not limited to, text, numeric values, dates, hyperlinks and objects such as scanned images.
Force Majeure	The Force Majeure clause excuses the parties a party from not performing its contractual obligations that becomes impossible or impracticable, due to an event or effect that the parties could not have anticipated or controlled, including but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
Field Values	The data stored within a data element
Functionality	A subset of modality. This is how the system will appear and operate while the user is interacting with the system, whether on-line, over the web, or in reporting.
Input Field	A user interface feature for field values. The input field is designed to present the field values to the user in a format that is readily understandable to the user, and to allow the user to enter new values, when so authorized.
Interlock Assistance Fund	The Interlock Assistance Fund, provides to eligible certified providers, reimbursement of the costs associated with the lease, purchase, installation, removal and maintenance cost or fees related with the functioning ignition interlock device required by persons deemed by the court to be indigent, based upon statutory requirements of the Fund.
Medical Malpractice	Provides coverage for claims filed against the State of Tennessee for negligent care by medical professionals at the following agencies and institutions including: East Tennessee State University for the Tennessee Board of Regents, University of Tennessee Health Science Center College of Medicine including the departments of Dentistry, Family Practice and all Student Health clinics, The Tennessee Veterans Home Department of Health, Department of Mental Health and Substance Abuse, Department of Intellectual and Developmental Disabilities or any other state agency that provides medical services to citizens, students, or state employees.
MERs	Modification and Enhancement Requests. This is the mechanisms by which the State will request changes to the system.
	A memorandum of understanding (MOU) describes a bilateral or

MOU	multilateral agreement between two or more parties, namely the State and the Contractor. It expresses a convergence of will between the parties, indicating an intended common line of action.
OIR	State of Tennessee Department of Finance & Administration - Office for Information Resources
PHI and PII	Protected Health Information (PHI) and/or Personally Identifiable Information (PII).
Preparers Response	Within the Excel spreadsheet which details the requirements of the RMIS project (Attachment K), there is a column entitled "Respondent Response." When responding to this RFQ, the Respondent is to complete this column for every row on each tab of the spreadsheet. On the "Instructions" tab of this spreadsheet is a list of values that may be entered into the "Respondent Response" column. Any responses not from the list, and any rows left blank, will be scored at "0."
Primary and Secondary COPE Data	Primary and Secondary Construction, Occupancy, Protection and Exposure (COPE) data Inspection and Appraisal information gathered by State facility managers where Primary COPE data includes: Property description, Address, Type and year of construction, occupants, Sq. ft. of space and contents where Secondary COPE data includes: Roof age, Content damage-proneness grade, Ground-level equipment protection, Flood zone indication, etc.
Property Management	Provides coverage for the State of Tennessee new and legacy property inventory including buildings and their contents, in addition to Aviation, Boiler and Machinery, Fine Arts assets.
RTO	Recovery Time Objective of within 24 hours for which business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a break in business continuity.
RPO	Recovery Point Objective is the maximum targeted period of within 4 hours from when data might be lost or interrupted from an IT service due to a disaster (or disruption associated with a break in business continuity).
Respondent	Refers to a vendor submitting a response to this RFQ.
Return to Work	A Return to Work program is designed to facilitate the earliest possible return of injured or exposed State employees to the workplace, to perform meaningful, productive work within their physical capabilities. Return to Work can entail Modified Duty, Light Duty, Limited Duty, Alternate Duty, Restricted Duty, or Transitional Work.
RMIS	Risk Management Information System; Please see Attachment D, RMIS Requirements, for information on the integrated system modules and functionality needed and proposed by DRMCA.
SaaS	Software-as-a-Service solution model is a software licensing/delivery model whereby software is licensed on a subscription basis and is centrally hosted (usually by the vendor).
Searchability	Defined as the ability to run searches by any field the user is authorized to see, using a single field or multiple fields. The person can also incorporate operators such as >, <, >=, <=, =, <>, Contains, Does Not Contain, Is Blank, Is Not Blank, and others. Searches can be conducted on any page. Any field shown on a particular page must be available if the user is authorized to view it.
Sexual Assault Forensic Examination (SAFE) Reimbursement	Provides reimbursement to a facility that performs sexual assault forensic exams on victims of certain sexually-oriented crimes based on statutory requirements.
Seamless Interface	The joining of two applications so that they appear to be one program with a single user interface.

Slipping Tasks	Tasks that have been scheduled in the project plan but have yet to begin and have a potential completion date that is greater than anticipated project end date.
Solution/ System	Interchangeable terms for the RMIS system as desired by the State and as installed, configured and adapted by the Contractor for use by the State.
SOW	Statement of Work or Scope of Work
The "State"	Interchangeable term referring to the State of Tennessee and the Office of the Treasury and the Division of Risk Management and Claims Administration as identified in Section 1.1 "Statement of Procurement Purpose" of this RFQ
Subcontractors and Suppliers	Third parties a Contractor may utilize to perform services under the Contract, with prior approval from the State. Notwithstanding the use of any approved subcontractors or suppliers, the Contractor will be responsible for all work under the Contract
Tier IV Data Center	Data Center Tier Classification system: I, II, III and IV, of which Tier IV represents the highest level of projected availability, where a Tier IV data center is fault-tolerant, allowing for the occurrence of any unplanned activity while still maintaining operations.
Tort	Provides compensation for property damage or bodily injury damages to a claimant when the State is determined negligent and the direct cause of such loss. Tort Liability is comprised of Comprehensive General Liability, Auto Liability, Medical Malpractice and Employee Property Damage claims, as specified in T.C.A. § 9-8-307.
UAT	User Acceptance Testing. Testing of the system completed by end users to assess the readiness of the system for implementation. Typically conducted after system and regression testing and approved by the "State".
Unstarted Tasks	Unstarted Task filter identifies all the tasks that have not started, including all tasks in your schedule including future scheduled tasks
User	Persons who are authorized to access and use the Solution. This includes the following categories of users: <ul style="list-style-type: none"> •Citizens, Businesses and Organizations- to file and query the status of Tort Liability comprised of General, Auto and Medical Malpractice claims; Employee Property Damage and Criminal Injury claims. •State of Tennessee employees- to file, report and query the status of Tort Liability comprised of General, Auto and Medical Malpractice claims; Employee Property Damage; Criminal Injuries Compensation; and, Workers' Compensation claims. •Service Providers and Vendors- specific to reporting and status querying SAFE and Interlock Fund claims. •State of Tennessee Agency users-specific to the administration of the State's Property and Fleet Management incidents, claims and inventory entries and updates and Interlock and Workers' Compensation programs
User-Defined	Components and/or features in the system that permit the user to define fields, values, parameters, time-schedules, etc.
User-Defined Field	A field in the system that is defined and added by a user possessing appropriate privileges.
User-Defined Period	A period of time specified by the user as selection criteria.
Work Product	Custom Developed "Application Software," which shall mean application software which has been developed by the Contractor solely for the State (the "Work Product").
Warranty	An assurance or guarantee that a product or service is fit for use as

	represented and is free from defective material and workmanship.
Workers' Compensation	Provides support to the State's Workers' Compensation Third Party Administrator (TPA) and Pharmacy Based Management vendors on behalf of the of the State of Tennessee's employees who have been injured or exposed during the course and scope of their employment.

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)	Tentative DATE (all dates are State business days)
1.	RFQ Issued		May 4, 2015
2.	Disability Accommodation Request Deadline	2:00 p.m.	May 7, 2015
3.	Pre-Response Teleconference	2:00 p.m.	May 8, 2015
4.	Notice of Intent to Respond Deadline	2:00 p.m.	May 11, 2015
5.	Written "Questions & Comments" Deadline	2:00 p.m.	May 18, 2015
6.	State response to written "Questions & Comments"		May 29, 2015
7.	RFQ Technical Response Deadline	2:00 p.m.	June 12, 2015
8.	Complete Evaluation of RFQ Submissions		June 26, 2015
9.	State Notice of Qualified Respondents Released		June 29, 2015
10.	State Schedules Respondent Oral Presentations		June 30 - July 2, 2015
11.	Respondent Oral Presentations	8:00am - 4:00pm	July 9 - July 13, 2015
12.	RFQ Cost Proposal Deadline (ONLY for Qualified Respondents)	2:00 p.m.	July 20, 2015
13.	State Opening for Scoring of Cost Proposals		July 21, 2015
14.	RFQ Negotiations		July 27 - July 29, 2015
15.	State Notice of Intent to Award Released and RFQ Files Opened for Public Inspection		August 3, 2015
16.	End of Open File Period		August 10, 2015
17.	State sends contract to Contractor for signature		August 11, 2015
18.	Respondent Contractor Signature Deadline	2:00pm	August 18, 2015
19.	Anticipated Contract Start Date (anticipated date for contract to be fully executed and vendor to begin work)		September 16, 2015

3. RESPONSE REQUIREMENTS

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

- 3.1.1. **Mandatory Requirements:** This section details the mandatory technical, functional, and experience requirements that must be demonstrated in the response to this RFQ in order to be passed on to Phase II of the Technical Response evaluation. A Respondent must duplicate and use RFQ Attachment A as a guide to organize responses for the Mandatory Requirements of the RFQ response. The Respondent should reference the page location of the information within the response in the indicated column of the table. This section is included in the State's evaluation as to whether or not a Respondent meets mandatory qualifications (Phase I).
- 3.1.2. **General Qualifications & Experience:** This section is included in the State's evaluation of Phase II of the Technical Response Evaluation and details general information and qualifications that must be demonstrated in the response to this RFQ. A Respondent must duplicate and use RFQ Attachment B as a guide to organize responses for this portion of the RFQ response. The Respondent should reference the page location in the information within the response in the indicated column of the table.
- 3.1.3. **Technical Qualifications, Experience & Approach:** This section is also included in the State's evaluation of Phase II of the Technical Response Evaluation and details technical qualifications, experience, and approach items that must be demonstrated in the response to this RFQ. A Respondent must duplicate and use RFQ Attachment C and Attachment D 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. **Cost Proposal: *For Qualified Respondents only***
 - 3.1.4.1. This section only applies to those Respondents identified as being Qualified. See RFQ § 2, Schedule of Events, "State Notice of Qualified Respondents Released."
 - 3.1.4.2. If selected as a Qualified Respondent, 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.
 - 3.1.4.3. 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.
 - 3.1.4.4. The proposed cost shall incorporate ALL costs for services under the contract for the total contract period.
 - 3.1.4.5. A Respondent must sign and date the Cost Proposal.
 - 3.1.4.6. 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 – 3rd Floor

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 #30901-26215 TECHNICAL RESPONSE ORIGINAL”

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

“RFQ #30901-26215 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 #30901-26215 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 labeled:

“RFQ #30901-26215 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) within 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

4.1. Communications

4.1.1. Respondents shall reference RFQ #30901-26215 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 – 3rd 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:

Greg Cason
Director of Human Resources
State of Tennessee, Department of Treasury
502 Deaderick Street
Nashville TN 37243
Greg.Cason@TN.gov
Office: 615-741-4915
Fax: 615-741-0996

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 contractor 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

contractor 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,

4.3.2.

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

4.3.2.2. 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

4.3.2.3. 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.

4.3.3. 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 J, Pro Forma Contract, and any amendments for questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively called "questions and comments").

4.4.2. Any potential Respondent having questions and comments concerning this RFQ must provide such in writing to the State no later than the written "Questions & Comments Deadline" detailed in RFQ § 2, Schedule of Events.

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

4.5. Disclosure of Response Contents

4.5.1. All materials submitted to the State in response to this solicitation become property of the State of Tennessee. Selection for award does not affect this right. By submitting a response, a Respondent acknowledges and accepts that the full contents and associated documents submitted in response to this request will become open to public inspection. Refer to RFQ § 2, Schedule of Events.

- 4.5.2. The RFQ responses will be available for public inspection only after the completion of evaluation of the RFQ or any resulting solicitation which this RFQ becomes a part of, whichever is later.

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

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

4.7. RFQ Amendments & Cancellation

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

4.8. State Right of Rejection

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

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

4.9. Assignment & Subcontracting

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

4.10. Next Ranked Respondent

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

5. PROCUREMENT PROCESS & CONTRACT AWARD

5.1. Evaluation Categories & Maximum Points

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

The complete contractor selection will be a three-part process: (1) Qualification and evaluation of Technical Responses ;(2) Evaluation of Oral Presentations and (3) Evaluation of Cost Proposals. Any contract award is subject to successful contract negotiation.

- 5.2. Qualification of Technical Responses: Technical Responses will be short-listed for further evaluation, analysis or negotiation if they are apparently responsive, responsible, and within the competitive range. A Technical Response will be deemed within the competitive range based on the following criteria:

Phase I: The State will evaluate the Mandatory Requirements set forth in RFQ Attachment A on a pass/fail basis.

Phase II: Following Phase I evaluation, the State will apply a standard equitable evaluation model, which will represent a qualitative assessment of each response. Each response will be scored by Evaluation Team members according to the Technical Response & Evaluation Guides (See RFQ Attachments B, C & D).

The Solicitation Coordinator will total the average score from the evaluation team given each responsive and responsible Respondent's Response Points for RFQ Attachments B, C and D determine which of the Respondents are considered Qualified and within the competitive range, given Technical Qualifications, Experience & Approach and Program Specific criteria.

Phase III: Following Phase II the RFQ coordinator will identify no less than three (3) (if at least three (3) responses are submitted), and at the State's discretion, up to five (5), responses that have received the highest evaluations for their Technical Response. The RFQ coordinator shall notify each such Respondent ("Respondent Finalist") to schedule a time for their Oral presentation at which time they are to also submit a sealed cost proposal. These presentations will be scored by Evaluation Team members according to the Technical Response & Evaluation Guide (See RFQ Attachment E).

- 5.3. Cost Proposals: Respondents selected as Qualified Respondents, that are responsive and responsible and in the competitive range, will continue onto Part Two, Cost Proposal evaluation. The Cost Proposal containing the lowest cost will receive the maximum number of points allocated to the Cost Proposal. 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 reserves the right to conduct clarifications or negotiations with Respondents. All communications, clarifications, and negotiations shall be conducted in a manner that supports fairness in response improvement.

5.4.1. Clarifications: The State may identify areas of a response that may require further clarification or areas in which it is apparent that there may have been miscommunications or misunderstandings as to the State's specifications or requirements. The State may seek to clarify those issues identified during one or multiple clarification round(s). Each clarification sought by the State may be unique to an individual Respondent.

5.4.2. Negotiations: The State may elect to negotiate with Qualified Respondents, within the competitive range, by requesting revised responses, negotiating costs, or finalizing contract terms and conditions. The State reserves the right to conduct multiple negotiation rounds

5.4.2.1. Cost Negotiations: All responsive Respondents within the competitive range will be given equivalent information with respect to cost negotiations. All cost negotiations will be documented for the procurement file. Additionally, the State may conduct target pricing and other goods or services level negotiations. Target pricing may be based on considerations such as current pricing, market considerations, benchmarks, budget availability, or other methods that do not reveal individual Respondent pricing. During target price negotiations, Respondents are not obligated to meet or beat target prices, but will not be allowed to increase prices.

5.4.2.2. If the State determines costs and contract finalization discussions and negotiations are not productive, the State reserves the right to bypass the apparent best evaluated Respondent and enter into contract negotiations with the next apparent best evaluated Respondent.

5.5. Evaluation Guide

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

EVALUATION CATEGORY	MAXIMUM POINTS POSSIBLE
Mandatory Requirements (refer to RFQ Attachment A)	Pass/ Fail
General Qualifications & Experience (refer to RFQ Attachment B)	5
Technical Experience & Project Approach (refer to RFQ Attachment C)	15
Technical Review of Requirements Matrix (refer to RFQ Attachment D & Attachment K)	30
ORAL PRESENTATION AND DEMONSTRATION (refer to RFQ Attachment E)	20
Cost Proposal (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 G, pro forma contract. The Respondent must sign said contract no later than the Respondent Contract Signature Deadline detailed in RFQ § 2, Schedule of Events. If the Respondent fails to provide the signed contract by the deadline, the State may determine the Respondent is non-responsive to this RFQ and reject the response.
- 5.6.6. Notwithstanding the foregoing, the State may, at its sole discretion, entertain limited negotiation prior to contract signing and, as a result, revise the pro forma contract terms and conditions or performance requirements in the State's best interests, PROVIDED THAT such revision of terms and conditions or performance requirements shall NOT materially affect the basis of response evaluation or negatively impact the competitive nature of the RFQ and vendor selection process.
- 5.6.7. If the State determines that a response is nonresponsive and rejects it after opening Cost Proposals, the Solicitation Coordinator will re-calculate scores for each remaining responsive Cost Proposal to determine (or re-determine) the apparent best-evaluated response.

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	

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		number without the full report is insufficient and will <u>not</u> be considered responsive.)	
	A.6.	Provide a statement that no data conversion services or functional roles for your proposed solution reside outside of the U.S.	
	A.7.	Provide statement including confirmation that your integrated RMIS solution has been implemented by at least (3) other States and is still in production.	
	A.8.	Provide a statement of confirmation that your proposed licensed solution/service has not been terminated by any State or State agency in the past three (3) years due to contractual agreement actions including failure to comply with service level agreements, enhancement agreements or unresolved system performance issues.	
	A.9	Provide a statement from a company official confirming the monitoring and support of the State implementation process through a one (1) year Warranty Period, which shall begin upon the State's acceptance and written approval of the completed implementation. During the Warranty Period, the Contractor shall repair any system (software) malfunctions or performance problems, at no cost to the State.	
	A.10.	Provide written confirmation that the Respondent's RMIS solution will comply with/provide all requirements designated as "Mandatory" in RFQ Attachment A, Pro Forma Contract, (This may be accomplished by including a copy of the completed "Mandatory tab of Attachment K, Requirements Matrix.)	
<p><i>State Use – RFQ Coordinator Signature, Printed Name & Date:</i></p>			

TECHNICAL RESPONSE & EVALUATION GUIDE

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

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

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
	B.10.	<p>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.</p> <p>NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders such opinions.</p>
	B.11.	Provide a brief, descriptive statement detailing evidence of the Respondent's ability to deliver the goods or services sought under this RFQ (e.g., prior experience, training, certifications, resources, program and quality management systems, etc.).
	B.12.	Provide a narrative description of the proposed contract team, its members, and organizational structure along with an organizational chart identifying the key people who will be assigned to provide the goods or services required by this RFQ, illustrating the lines of authority, and designating the individual responsible for the completion of each task and deliverable of the RFQ.
	B.13.	Provide a personnel roster listing the names of key people who the Respondent will assign to perform tasks required by this RFQ along with the estimated number of hours that each individual will devote to the required tasks. Follow the personnel roster with a resume for each of the people listed. The resumes must detail the individual's title, education, current position with the Respondent, and employment history.
	B.14.	<p>Provide a statement of whether the Respondent intends to use subcontractors to accomplish the work required by this RFQ, and if so, detail:</p> <p>(a) the names of the subcontractors along with the contact person, mailing address, telephone number, and e-mail address for each;</p> <p>(b) a description of the scope and portions of the work each subcontractor will perform; <u>and</u></p> <p>(c) a statement specifying that each proposed subcontractor has expressly assented to being proposed as a subcontractor in the Respondent's response to this RFQ.</p>
	B.15.	<p>Provide documentation of the Respondent's commitment to diversity as represented by the following:</p> <p>(a) <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.</p> <p>(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:</p> <p>(i) contract description and total value;</p> <p>(ii) contractor name and ownership characteristics (i.e., ethnicity, gender, Tennessee service-disabled);</p> <p>(iii) contractor contact name and telephone number.</p> <p>(c) <u>Estimated Participation</u>. Provide an estimated level of participation by business</p>

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<p>enterprises owned by minorities, women, Tennessee service-disabled veterans, and small business enterprises if a contract is awarded to the Respondent pursuant to this RFQ. Please include the following information:</p> <ul style="list-style-type: none"> (i) a percentage (%) indicating the participation estimate. (Express the estimated participation number as a percentage of the total estimated contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics only and DO NOT INCLUDE DOLLAR AMOUNTS); (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. <p>NOTE: In order to claim status as a Diversity Business Enterprise under this contract, businesses must be certified by the Governor's Office of Diversity Business Enterprise (Go-DBE). Please visit the Go-DBE website at https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9265 for more information.</p> <ul style="list-style-type: none"> (d) <u>Workforce</u>. Provide the percentage of the Respondent's total current employees by ethnicity and gender. <p>NOTE: Respondents that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and subcontractors. Response evaluations will recognize the positive qualifications and experience of a Respondent that does business with enterprises owned by minorities, women, Tennessee service-disabled veterans and small business enterprises and who offer a diverse workforce.</p>
	B.16.	<p>Provide a statement of whether or not the Respondent has any current contracts with the State of Tennessee or has completed any contracts with the State of Tennessee within the previous 5-year period. If so, provide the following information for all current and completed contracts:</p> <ul style="list-style-type: none"> (a) the name, title, telephone number and e-mail address of the State contact responsible for the contract at issue; (b) the name of the procuring State agency; (c) a brief description of the contract's specification for goods or scope of services; (d) the contract term (e) the contract number. <p>NOTES:</p> <ul style="list-style-type: none"> ▪ Current or prior contracts with the State are <u>not</u> a prerequisite and are <u>not</u> required for the maximum evaluation score, and the existence of such contracts with the State will <u>not</u> automatically result in the addition or deduction of evaluation points. ▪ Each evaluator will generally consider the results of inquiries by the State regarding all contracts responsive to Section B.16 of this RFQ.
	B.17.	<p>Provide customer references from individuals (who are <u>not</u> current or former 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"> ▪ two (2) of the larger accounts currently serviced by the Respondent, <u>and</u> ▪ three (3) completed projects. <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</p>

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<p>detailed at RFQ Attachment H. References that are not completed as required will be considered nonresponsive and will not be considered.</p> <p>The Respondent will be <u>solely</u> responsible for obtaining the fully completed reference questionnaires, and for including them within the Respondent’s sealed Technical Response. In order to obtain and submit the completed reference questionnaires, as required, follow the process detailed below:</p> <p>(a) “Customize” the standard reference questionnaire at Attachment H by adding the subject Respondent’s name, and make exact duplicates for completion by references.</p> <p>(b) Send the customized reference questionnaires to each individual chosen to provide a reference along with a new standard #10 envelopes.</p> <p>(c) Instruct the person who will provide a reference for the Respondent to:</p> <p>(i) complete the reference questionnaire (on the form provided or prepared, completed, and printed using an exact duplicate of the document);</p> <p>(ii) sign <u>and</u> date the completed, reference questionnaire;</p> <p>(iii) seal the completed, signed, and dated, reference questionnaire within the envelope provided;</p> <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"> ▪ The State will not accept late references or references submitted by any means other than that which is described above, and each reference questionnaire submitted must be completed as required. ▪ The State will not review more than the number of required references indicated above. ▪ While the State will base its reference check on the contents of the sealed reference envelopes included in the Technical Response package, the State reserves the right to confirm and clarify information detailed in the completed reference questionnaires, and may consider clarification responses in the evaluation of references. ▪ The State is under <u>no</u> obligation to clarify any reference information.
	B.18.	<p>Provide a statement and any relevant details addressing whether the Respondent is any of the following:</p> <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 offence in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or grant under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;</p>

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<p>(c) is presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses detailed above; and</p> <p>(d) 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.19.	Provide copies of standard Service Level Agreement(s), Licensing/Service and Support Agreement(s) (including your ratio of technical support personnel specific to current client users) from at least three similar and recent clients. Respondent must redline these documents, indicating any items that are in conflict with the State's standard Terms & Conditions.
	B.20.	Describe up to three (3) projects in which your company successfully completed and implemented a system similar to the requested RMIS system. For each project, describe: <ul style="list-style-type: none"> • Client Name • Client Industry • Name and brief description of the project • Size of the project in terms of # of users, # of employees managed in the system, # of locations • Interfaces with other applications or organizations • Date implemented • Description of the services and activities performed by your company for the project
	B.21.	<p>The State is amenable to making changes to RFQ Attachment J, Pro Forma 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 J, Pro Forma contract, all suggested alternative or supplemental contract language. Do not include any exceptions or changes that (1) contradict a Federal requirement or a Mandatory Requirement, or (2) push back any deadlines.</p>
	B.22.	Provide a narrative of your system's configuration and ability specific to multiple levels of organizational hierarchy to include specified authority levels and access limitations.
	B.23.	Provide narrative of your solution's technical support services, including your ratio of technical support personnel specific to current client users.
		SCORE (for <u>all</u> Section B—Qualifications & Experience Items above): <i>(maximum possible score = 5)</i>
<i>State Use – Evaluator Identification:</i>		

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 may provide an attachment if necessary to thoroughly respond to the question.

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

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

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

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	C.1.	Provide a narrative that illustrates the Respondent’s understanding of and ability to satisfy the State’s Service Goals as described in Pro Forma Contract Section A.4.		10	
	C.2.	Provide a list of proposed system performance and availability measures that the State can expect from Respondent.		10	
	C.3.	Provide a narrative that describes the customary division of support between the contractor and the customer. Include standard roles and responsibilities definitions for both the contractor and the customer for new application releases, upgrades, and administrative functions.		3	
	C.4.	Provide a narrative that describes your conventional product maintenance and enhancement cycles. Do not include ANY pricing in response to this question.		4	
	C.5.	Provide a narrative that describes the variable options in addition to the quantity and capacity of support services skill required for each product licensing option. Do not include ANY pricing in response to this question.		5	
	C.6.	Provide a narrative that describes your experience in implementing your product for a new customer of similar size and scope of implementation as the State is envisioning. Include in that discussion, staffing requirements required by the customer in order to meet the RMIS project schedule. Provide a description of the skills required from the customer and the quantities and levels of commitment for each skill. Also, please describe successes and challenges faced and other lessons learned that you would apply to this project		15	

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.7.	<p>Provide a narrative that illustrates the Respondent's project methodology for managing and executing the State's project, ensuring delivery of specified goods and the completion of the scope of services, and accomplishment of required objectives within the State's project schedule as described in Pro Forma Contract Section A.4. Include in this narrative, the following deliverables:</p> <ul style="list-style-type: none"> a. the Respondent's understanding of and ability to satisfy the requirements for the Kickoff Meeting and Presentation as described in Pro Forma Contract Section A.4.a. b. a proposed high-level Work Breakdown Structure (WBS) and Project Schedule as described in Pro Forma Contract Section A.4.b.(1). i. c. a proposed Resource Management Plan as described in Pro Forma Contract Section A.4.b.(1). ii. d. a proposed Risk Management Plan as described in Pro Forma Contract Section A.4.b.(1). iii. e. a proposed Issue Management Plan as described in Pro Forma Contract Section A.4.b.(1). iv. f. a proposed Change Management Plan as described in Pro Forma Contract Section A.4.b.(1). v. g. a proposed Release Management Plan as described in Pro Forma Contract Section A.4.b.(1). vi. h. the completion of Change Orders as defined in Pro Forma Contract Section A.4.b. (2). i. the Respondent's understanding of and ability to satisfy the Weekly Status and Monthly Progress reporting requirements as described in Pro Forma Contract Sections A.4.b.(3) and A.4.b.(4). j. the Respondent's completion of the 		20	

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
		<p>Requirements Verification and Fit-Gap Analysis as described in Pro Forma Contract Section A.4.c.</p> <p>k. creation and maintenance of the Requirements Traceability Matrix as described in Pro Forma Contract Section A.4.d.</p> <p>l. a proposed Test Plan as described in Pro Forma Contract Section A.4.i.</p> <p>m. creation and maintenance of a Defect Tracking Log as described in Pro Forma Contract Section A.4.j.</p> <p>n. a proposed Implementation Plan as described in Pro Forma Contract Section A.4.k.</p> <p>o. completion of the Backup and Recovery Plan as described in Pro Forma Contract Section A.4.l.</p> <p>p. completion of the Contingency of Operations Plan as described in Pro Forma Contract Section A.4.m.</p> <p>q. Provide a narrative describing the Respondent's understanding of and ability to satisfy the Final Project Report requirement described in Pro Forma Contract Section A.4.r.</p>			
	C.8.	Provide a narrative that describes the type of interfaces that the proposed solution is capable of and how the Respondent will complete the Interfaces Design as described in Pro Forma Contract Section A.4.f.		5	
	C.9.	Provide a proposed Data Migration Plan as described in Pro Forma Contract Section A.4.h.		10	
	C.10.	Provide a narrative that illustrates how the Respondent will complete the Training as described in Pro Forma Contract Section A.4.n.		10	
	C.11.	Provide a narrative that illustrates how the Respondent will provide Support and Maintenance as described in Pro Forma Contract Section A.4.p.		3	

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.12.	Provide a narrative that illustrates how the Respondent will address Modifications and Enhancement (MERs) as described in Pro Forma Contract Section A.4.q.		5	
<i>The Solicitation Coordinator will use this sum and the formula below to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.</i>					
Total Raw Weighted Score: <i>(sum of Raw Weighted Scores above)</i>					
Total Raw Weighted Score		15	= SCORE:		
<hr/>		Maximum Possible Raw Weighted Score <i>(i.e., 5 x the sum of item weights above)</i>	<i>(maximum possible score)</i>		
<i>State Use – Evaluator Identification:</i>					
<i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i>					

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION D: REQUIREMENTS MATRIX.

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

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

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

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

For D1 respondent must provide responses to this section in the Excel file provided as RFQ Attachment K – 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.

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Requirement Matrix Item	Item Score	Evaluation Factor	Raw Weighted Score
	D.1.	Respond to each requirement in Attachment K – Requirements Matrix as instructed on the first worksheet of the Excel workbook, “Instructions.”. For this section, Respondent must provide its responses in the Excel file provided, 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.)		20	
	D.2.	Provide a narrative that illustrates your proposed solution's ability to accommodate the submission of loss or exposure claims, while incorporating supporting documents of varying types specific to the administration of the following lines of coverage: General Liability, Property Management, Fleet Management, Medical Malpractice, Employee Property Damage, Criminal Injury, Sexual Assault Forensic Examination Fund, Interlock Assistance Fund and Tort claims as defined in Attachment K Tab (A) System Online Entry Solution : Requirements 29- 37.		10	
	D.3.	Provide a narrative of your system's configuration ability specific to current and future business rules or legislative statutes.		10	
	D.4.	Provide an overview of your proposed solution's ability to accommodate the configuration of multiple levels of organizational hierarchy including the management of various user authorization levels and access limitations required for claim processing, decision and compensation, specific to statute and program rules as defined in Attachment K.		10	
	D.5.	Provide a narrative about your system's ability to configure alerts and notifications specific to the administration of the following lines of coverage: General Liability, Workers' Compensation, Property Management, Fleet Management, Medical Malpractice, Employee Property Damage, Criminal Injury, Sexual Assault Forensic Examination Fund, Interlock Assistance Fund and Tort claims		5	
	D.6.	Provide a narrative that illustrates your proposed solution's, ability to configure workflows required for the administration of the following lines of coverage : General Liability, Property Management, Fleet Management, Medical Malpractice, Employee Property Damage, Criminal Injury, Sexual Assault Forensic Examination Fund, Interlock Assistance Fund and Tort claims, including: (a) tracking the timeliness of each claim from initial submission through decision		5	

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Requirement Matrix Item	Item Score	Evaluation Factor	Raw Weighted Score
		<ul style="list-style-type: none"> (b) monitoring individual claim examiner and authorizing supervisor tasks and milestones (c) securing all claim supporting information and documents (d) managing claimant notifications and decision processing 			
	D.7.	Provide a narrative of your solution's ability to accommodate integration with the State's document management system Perceptive Content (Image Now) to satisfy the needs as defined in Attachment K – Tab(C) Document Management and Imaging.		5	
	D.8.	Provide a narrative of your solution's ability to associate claims specific to a unique occurrence, claimant or any other identifier as defined by the Division of Risk Management and Claims Administration		5	
	D.9.	Provide a narrative discussing your solution's ability to accommodate the State's financial analysis, payment processing and compensation validation needs including: <ul style="list-style-type: none"> (a) compensation limits defined by statutes payable to each, claimant, the contractor, service provider, agency (b) method and validation of payment as defined by Division of Risk Management and Claims Administration and processed by the Treasury (c) prevent duplicate payments to the same payee. (d) management of compensation reserves. 		5	
	D.10.	Provide an overview of your solution's ability to accommodate the State's diverse reporting needs specific to the administration of the following lines of coverage: General Liability, Workers' Compensation, Property Management, Fleet Management, Medical Malpractice, Employee Property Damage, Criminal Injury, Sexual Assault Forensic Examination Fund, Interlock Assistance Fund and Tort claims, where the response includes at a minimum : <ul style="list-style-type: none"> (a) "as of" and standard pre-defined state-mandated self-insured reports (b) the scheduling and distribution of reports (c) compensation level and predicative modeling reports (d) Primary and Secondary COPE data reports (e) Prohibiting the inclusion of confidential 		5	

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Requirement Matrix Item	Item Score	Evaluation Factor	Raw Weighted Score
		sensitive information from routine reports specific to the security access of the report recipient			
	D.11.	Provide a narrative of your solution's ability to aid in expansion of the State's current Return to Work program and other safety initiatives.		5	
	D.12.	Provide a narrative that illustrates your proposed solutions, ability to migrate data specific from the Treasury legacy applications to the RMIS.		5	
	D.13.	Provide a narrative describing your processes and procedures for promptly investigating, documenting and reporting security incidents (such as suspected intrusion, illegal activity, or unauthorized activity) and ultimately complying with State and Federal policies, standards and regulations for notification, including at a minimum any unauthorized exposure of PII or PHI data and/or unauthorized access to the facilities where data is stored.		5	
	D.14.	Provide a narrative detailing your Backup and Recovery Plan and Contingency of Operations as described in Pro Forma Contract Section A.4.l and A.4.m respectively.		5	
<i>The Solicitation Coordinator will use this sum and the formula below to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.</i>			Total Raw Weighted Score: <i>(sum of Raw Weighted Scores above)</i>		
Total Raw Weighted Score		X 30 <i>(maximum possible score)</i>	= SCORE:		
Maximum Possible Raw Weighted Score <i>(i.e., 5 x the sum of item weights above)</i>					
<i>State Use – Evaluator Identification:</i>					
<i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i>					

TECHNICAL RESPONSE & EVALUATION GUIDE

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

Respondent must not include any cost information in the oral presentation and demonstration, including in any accompanying materials.

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 scores as indicated.

RESPONDENT LEGAL ENTITY NAME:					
Ref #	Item Ref.	Oral Presentation and Demonstration Items	Item Score	Evaluation Factor	Raw Weighted Score
E.1.	Demonstrate the following features and functionality in the Respondent's proposed RMIS solution:				
E.1.1	Loss or Exposure Entry: <ul style="list-style-type: none"> (a) Demonstrate the ability to report a loss or exposure including the simultaneous submission of supporting documents in various formats including but not limited to, doc, xlsx, pdf, jpg, mpg4, mov, wav, tiff or gif,. (b) Present measures to validate claim entries against date of occurrence or submission, county or city location of reported loss or exposure, victim name, victim SSN, and/or crime type, to determine possible matches and eliminate duplicates. (c) Show the ease of navigation from a Central Navigation Point/Portal through the various modules integral to claim administration for the specific programs as described the Attachment K Requirements Matrix. (d) Demonstrate the ability to create at least two varying and unique users specific to their access to sensitive or confidential claim data, authorization of claim decisions, and distinct read/write/view only capabilities. (e) Perform at least two different searches, including (but not limited to) filtering results by user access level, date of claim entry and claim payments 'as of'. (f) Generate claim related alerts and notifications that may 			20	

RESPONDENT LEGAL ENTITY NAME:					
Ref #	Item Ref.	Oral Presentation and Demonstration Items	Item Score	Evaluation Factor	Raw Weighted Score
		include (but are not limited to) date or location of claim occurrence, claim milestones, claim payments" as of" and claim decision (g) Generate claim related alerts and notifications that may include (but are not limited to) date or location of claim occurrence, claim milestones, claim payments" as of" and claim decision			
E.1.2	Enabled System Workflow	<ul style="list-style-type: none"> (a) Demonstrate the ability to create multi-level approval workflows specific to program parameters and user access levels, each of which include automatic email notifications and in-system task reminders along with distinct read/write/view only capabilities. (b) Show the ease of configuration specific to statutory or program parameter enhancements, including but not limited to associating claims by a unique occurrence or event, reporting agency, claimant or date. (c) Demonstrate the ability to upgrade or downgrade reported losses specific to program parameters (d) Demonstrate system's capability to accurately display simultaneous overlaps (more than one person in the same claim at the same time) (e) Show the ease of configuration specific to anticipated program expansion. Examples can include but are not limited to the Workers' Compensation Return to Work program. (f) Perform at least two different searches, including (but not limited to) filtering results by user access level, date of claim entry and claim payments 'as of'. 		20	
E.1.3	Reporting and Analytics:	<ul style="list-style-type: none"> (a) Generate at least two contractor-provided best practice reports and <ul style="list-style-type: none"> i. export to Excel and pdf ii. show graphing and charting capability (b) Examples may include but are not limited to: performance reports, turnover/exit trends, and drill-down reports. (c) Run a custom report that calculates the expected annual expenditures by division based on claim type, a unique occurrence or, outstanding claim compensation. (d) Create an ad hoc report on system data from an audit trail, including (but not limited to) who made what change and when. (e) Scheduling and distribution of reports including the elimination of sensitive data to persons without access to said data. 		20	
E.1.4	Inventory Management:			10	

RESPONDENT LEGAL ENTITY NAME:					
Ref #	Item Ref.	Oral Presentation and Demonstration Items	Item Score	Evaluation Factor	Raw Weighted Score
		(a) Describe and demonstrate the ability to enter and manage property and fleet inventory management data and supporting documents in various formats. (b) Describe and detail the ability to link or associate property and fleet inventory management claims to unique occurrences, locations, agencies or any other identifiers as defined by the Division of Risk Management and Claims Administration (c) Describe the ability to capture and generate reports Primary and Secondary COPE data report on Primary and Secondary COPE data			
E.2	Present the following:				
E.2.1		Illustrate the ability for the State's Return to Work and the other safety programs to be expanded using your solution		20	
E.2.2		Describe the flexibility your solution provides in accommodating the possible expansion of our programs in keeping with State and Federal reporting parameters given the configuration of tables and content.		10	
<i>The Solicitation Coordinator will use this sum and the formula below to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.</i>			Total Raw Weighted Score:		
			<i>(sum of Raw Weighted Scores above)</i>		
$\frac{\text{Total Raw Weighted Score}}{\text{Maximum Possible Raw Weighted Score}}$ <i>(i.e., 5 x the sum of item weights above)</i>			$\times 20$ <i>(maximum possible score)</i>		= SCORE:
<i>State Use – Evaluator Identification:</i>					
<i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i>					

Cost Proposal & Evaluation Guide
For Qualified Respondents Only

NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED

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

The following Cost Proposal must be filled out as requested by the State.

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

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

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

RESPONDENT SIGNATURE:			
PRINTED NAME & TITLE:			
DATE:			
RESPONDENT LEGAL ENTITY NAME:			
IMPLEMENTATION, CHANGE ORDER WORK AND MODIFICATIONS			
Line item of Cost Description	Proposed Cost	State Use Only	
		Evaluation Factor	Evaluation Cost (cost x factor)
Total Cost for Implementation and State Approved Delivery of the RMIS System Phases and Interfaces using Project Initiation Phases & Project Management deliverables pursuant to Pro Forma contract Section A	\$ / unit	1	
Completion and State Approval of Change Order Work performed pursuant to Pro Forma contract Section A.4.b.(2)	\$ / person hours	500	

RESPONDENT LEGAL ENTITY NAME:			
Completion and State Approval of Modifications and Enhancements performed pursuant to Pro Forma contract Section A.4.q	\$	/ person hours	100
USER LICENSING FEES			
Line item of Cost Description	Proposed Cost	State Use Only	
		Evaluation Factor	Evaluation Cost (cost x factor)
User Licensing Fee for System Administrative Users – minimum 5 licenses - Pro Forma Contract Section A.12. Please note this fee is an annual fee, and not a “per user” fee.	\$ /year	5	
User Licensing Fee for Program Super Users – minimum 13 users - Pro Forma Contract Section A.12. Please note this fee is an annual fee, and not a “per user” fee.	\$ /year	5	
User Licensing Fee for General User - Minimum 8 users - Pro Forma Contract Section A.12. Please note this fee is an annual fee, and not a “per user” fee.	\$ /year	5	
Unlimited User Licensing Fee for General Portal Users- Pro Forma Contract Section A.12. Please note this fee is an annual fee, and not a “per user” fee.	\$ /year	5	
SUPPORT AND MAINTENANCE			
Cost Item Description	Proposed Cost	State Use ONLY	
		Evaluation Factor	Evaluation Cost (cost x factor)
Support and Maintenance- as detailed in Pro Forma Contract Section A.4.p.	\$ / year	5	
TOTAL EVALUATION COST AMOUNT (sum of evaluations above): The RFQ Coordinator will use this sum and the formula below to calculate the Cost Proposal Score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.			

RESPONDENT LEGAL ENTITY NAME:			
lowest evaluation cost amount from <u>all</u> proposals	x 30 (maximum section score)	= SCORE:	
evaluation cost amount being evaluated			
<i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i>			

STATEMENT OF CERTIFICATIONS AND ASSURANCES

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

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

1. The Respondent will comply with all of the provisions and requirements of the RFQ.
2. The Respondent will provide all specified goods or services as required by the contract awarded pursuant to this RFQ.
3. The Respondent accepts and agrees to all terms and conditions set out in the contract awarded pursuant to this RFQ.
4. The Respondent acknowledges and agrees that a contract resulting from the RFQ shall incorporate, by reference, all Response responses as a part of the contract.
5. The Respondent will comply, as applicable, with:
 - (a) the laws of the State of Tennessee;
 - (b) Title VI of the federal Civil Rights Act of 1964;
 - (c) Title IX of the federal Education Amendments Act of 1972;
 - (d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government; and,
 - (e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government.
6. To the best of the undersigned's knowledge, information or belief, the information detailed within the Response to the RFQ is accurate.
7. The Response submitted to the RFQ was independently prepared, without collusion, and under penalty of perjury.
8. No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Respondent in connection with the request or any potential resulting contract.
9. The Response submitted in response to the RFQ shall remain valid for at least 120 days subsequent to the date of the Response opening and thereafter in accordance with any contract pursuant to the RFQ.

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

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

SIGNATURE & DATE:

PRINTED NAME & TITLE:

LEGAL ENTITY NAME:

FEIN or SSN:

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 with the Respondent's Technical Proposal.

RFQ # 30901-26215 PROPOSAL REFERENCE QUESTIONNAIRE

REFERENCE SUBJECT: **PROPOSER NAME** (completed by proposer before reference is requested)

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

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

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

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

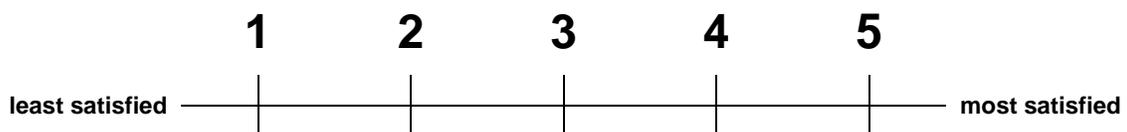
(2) Please provide the following information about the individual completing this reference questionnaire on behalf of the above-named individual, company, organization, or entity.

NAME:	
TITLE:	
TELEPHONE #	
EMAIL ADDRESS:	

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

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

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



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

If you circled 3 or less above, what did the reference subject do to earn that rating?

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

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

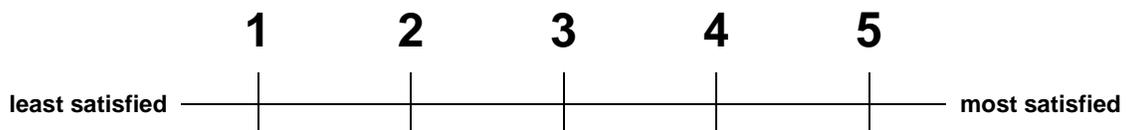
(7) How satisfied are you with the reference subject's ability to perform based on your expectations and according to the contractual arrangements?

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

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

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

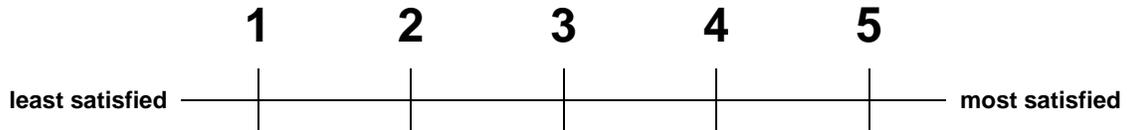
Please respond by circling the appropriate number on the scale below.



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

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

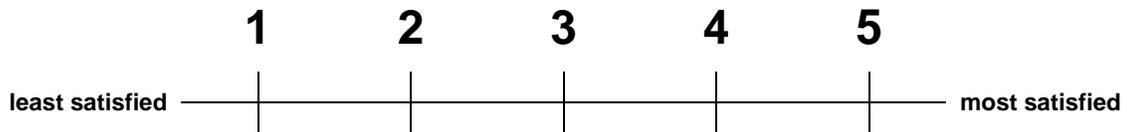
Please respond by circling the appropriate number on the scale below.



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

- (12) Would you contract again with the reference subject for the same or similar 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:

PROPOSAL SCORE SUMMARY MATRIX

	<i>PROPOSER NAME</i>		<i>PROPOSER NAME</i>		<i>PROPOSER NAME</i>	
GENERAL QUALIFICATIONS & EXPERIENCE SECTION B (maximum: 5)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	AVERAGE:		AVERAGE:		AVERAGE:	
TECHNICAL EXPERIENCE & PROJECT APPROACH SECTION C (maximum: 15)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	AVERAGE:		AVERAGE:		AVERAGE:	
TECHNICAL REVIEW OF REQUIREMENTS MATRIX SECTION D (maximum: 30)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	AVERAGE:		AVERAGE:		AVERAGE:	
ORAL PRESENTATION SECTION E (maximum: 20)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
COST PROPOSAL (maximum: 30)	SCORE:		SCORE:		SCORE:	
TOTAL PROPOSAL EVALUATION SCORE: (maximum: 100)						
<i>RFQ Coordinator Signature, Printed Name & Date:</i>						

RFQ # 30901-26215 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,
TREASURY DEPARTMENT
AND
CONTRACTOR NAME

This Contract, by and between the State of Tennessee, Treasury Department, hereinafter referred to as "The State" and **Contractor Legal Entity Name**, hereinafter referred to as the "Contractor", is for the provision of a Risk Management Information System (RMIS), as further defined in the "SCOPE OF SERVICES".

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

Contractor Place of Incorporation or Organization: Location Contractor Edison Registration ID # **Number**.

A. SCOPE OF SERVICES:

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

A.2 **Definitions.** The following are key definitions related to specific services requested in this Contract. Definitions and Abbreviations 1.4, contains additional terms and acronyms used by the State related to the services requested in this Contract.

- a. **"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 money or resources.
- b. **"Custom Developed Solution"** shall mean a customized solution developed by the Contractor for the State.
- c. **"Third-Party Software"** shall mean software not owned by the State or the Contractor.
- d. **"Deliverables"** means the set of products to be delivered to the State by the Contractor to fulfill the terms of this Contract.
- e. **"Work Product"** shall mean all deliverables exclusive of hardware, such as software, software source code, planning and delivery documentation, etc., that are created designed, developed or presented by the Contractor exclusively for the State during the course of this project using the State's money or resources.

A.3 Service Goal. The goal is to establish a contract with a single, qualified supplier who will provide a web-enabled, Risk Management Information System (RMIS) integrated with electronic document management capabilities to ultimately support and enhance the functions of the State of Tennessee's Division of Risk Management and Claims Administration programs.

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 full-time Project Manager to serve as the Contractor's primary point of contact for all activities and issues. The Contractor shall ensure its Project Manager provides sufficient management of the project to ensure all project activities are performed efficiently, accurately, and on schedule. The Contractor Project Manager shall coordinate with the State Business Project Manager to ensure Contractor activities and task assignments are managed consistently with overall Contract requirements.

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

- (1) Project Management Plan. The Contractor shall work with the State Business Project Manager to develop a master Project Management Plan that describes the approach, activities, stages, duration, risks, and implementation for all Project work. The State will provide written acceptance of the Contractor's Project Management Plan. The State will be responsible for the master Project Management Plan. The Contractor shall prepare and provide to the State Business Project Manager the following for inclusion in the master Project Management Plan:
 - i. Work Breakdown Structure (WBS) and Project Schedule: lists the work packages to be performed for the project, and a schedule baseline that will be used as a reference point for managing project progress as it pertains to schedule and timeline.
 - ii. Resource Management Plan: explains how the Contractor will maintain a pool of resources for the project.
 - iii. Risk Management Plan: explains how project risks will be managed including a mitigation strategy.
 - iv. Issue Management Plan: explains how project issues will be documented, tracked and reported, including the process for escalating issues for joint management decision by the Contractor and the State
 - v. Change Management Plan: a proposed plan for managing project changes including, but not limited to, process, scope, resources, and implementation.
 - vi. Release Management Plan: outlines procedures for release and deployment of system components, including details on how the Contractor will manage the release of future software upgrades and enhancements.

The State will provide written acceptance of the Project Management Plan.

- (2) Change Orders. The State may, at its sole discretion and with written notice to the Contractor, request changes in the scope of services that are necessary but were inadvertently unspecified in the scope of services of this Contract. Change Orders can occur during each phase of the project.
 - i. Memorandum of Understanding. In no event more than ten (10) business days after receipt of a written change order request from the State, the Contractor shall respond with a written proposal for completing the service. Said proposal must specify:
 - the effect, if any, of implementing the requested change(s) on all other services required under this Contract;
 - the specific effort involved in completing the change(s);

- the expected schedule for completing the change(s);
- the maximum number of person hours required for the requested change(s); and
- the maximum cost for the change(s), PROVIDED THAT such maximum cost shall not exceed the product of the person hours required multiplied by the appropriate payment rate proposed for change order work.

- i. The Contractor shall not perform any change order service until the State has approved the change order proposal. If approved, the State will sign the Change Order Proposal, and it shall constitute a Memorandum of Understanding (MOU) between the Contract Parties pertaining to the specified change(s) and shall be incorporated, hereby, as a part of this Contract.
- ii. Change Order Performance. Subsequent to State approval of an MOU, the Contractor shall complete the required change order services. The State will be the sole judge of the acceptable completion of change order work and, upon such determination, shall provide the Contractor written approval of the work.
- iii. Change Order Remuneration. The State will remunerate the Contractor only for acceptable work. All acceptable work performed pursuant to an approved MOU, without a formal amendment of this Contract, shall be remunerated. The State shall be liable to the Contractor only for the cost of the actual person hours worked to complete the change order work, not to exceed the maximum cost for the change detailed in the MOU. In no instance shall the State be liable to the Contractor for the cost of any person hours worked in excess of the maximum person hours indicated in or of any amount exceeding the maximum cost specified by the approved MOU authorizing the service. Upon State approval of the change order work, the Contractor shall invoice the State in accordance with the relevant provisions of this Contract.

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

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

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

- (4) Monthly Progress Report. The Contractor shall prepare and submit to the State a Monthly Progress Report throughout the project’s duration. Monthly Progress Reports shall contain, at a minimum:
- i. Progress toward project milestones
 - ii. Explanations of schedule and cost variances relative to the previous month’s progress report and the baseline schedule and cost projections
 - iii. Updates on implementation
 - iv. Status of deliverables
 - v. Action items and status

vi. Status of Modification and Enhancement Requests (MERs)

The State will provide written acceptance of each Weekly Status and Monthly Progress report.

- 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 Attachment K – Requirements Matrix, and to map and document the extent that the Contractor's solution meets each requirement. The Contractor shall use its responses to Attachment K – Requirements Matrix, for the verification process. The Contractor and the State shall reach and the Contractor shall document a common understanding of Requirements, including possible rephrasing for clarity, and Gaps (changes required in software to meet Requirements).

The Contractor shall prepare and deliver to the State for review and approval a Requirements Verification document that includes a finalized list of Business Requirements Specifications, which detail the specific features and functions of each requirement. This document shall include identified gaps (requirements that are not met or not met fully by the contractor's solution prior to modification) and a high-level statement of how each gap will be filled. The State will provide written acceptance of the Requirements Verification document.

High-level Requirements for the RMIS system include:

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

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

- (2) Reporting & Analytics. The Solution shall provide a reporting module that will allow Treasury users to run existing reports, create new ad hoc reports, schedule reports, and export the reports in a format that will allow them to easily manipulate the reports, in addition to providing a means for authorized users to schedule and distribute reports directly from the solution. The solution shall also include a user interface that will allow authorized users to develop new reports, both for ad hoc reporting and continued/scheduled reporting. More detailed requirements are incorporated into this contract in Attachment K - Requirements, Section (B) Reporting & Analytics.

The Contractor shall work with State project team members, as identified by the State, to verify the requirements outlined in Attachment K – Requirements Matrix, and to map and document the extent that the Contractor's solution meets each requirement. The Contractor shall use its responses to Attachment K – Requirements Matrix, for the verification process. The Contractor and the State shall reach and the Contractor shall document a common understanding of Requirements, including possible rephrasing for clarity, and Gaps (changes required in software to meet Requirements).

- (3) Document Management/Imaging. The Solution must include a document repository to scan, route, separate and search all claim related and supporting documents. The Solution must also include a way to batch transfer existing claim related and supporting documents in State legacy systems into the new repository, with the ability

to upload and index documents-both past and future. More detailed requirements are incorporated into this contract in Attachment K - Requirements Matrix, Section (C) Document Management/Imaging.

- (4) Application Administration. The Solution shall include a comprehensive administration section allowing Treasury DRMCA and Information Systems to coordinate security/access, functions and communications within the system. More detailed requirements are incorporated into this contract in Attachment K - Requirements Matrix, Section (D) Application Administration.
- (5) Program Administration. The Solution shall support the Division of Risk Management and Claims Administration in its management of insurance and safety programs including the oversight administration of the State's Workers' Compensation and Property insurance programs, while processing Tort liability claims filed against the State (comprised of General, Auto and Medical Malpractice claims), Employee Property Damage, Criminal Injuries Compensation, Fleet Management, Interlock Assistance Fund, Criminal Injuries Compensation (victims' compensation) and Sexual Assault Forensic Examination (SAFE) Reimbursement; more detailed requirements are incorporated into this contract in Attachment K - Requirements Matrix - Program Administration.

(6) Hosting and Infrastructure Requirements:

i. Hardware and Software

- The Contractor shall provide the hardware, software, communications, and other infrastructure necessary to meet the requirements of the contract at no additional cost to the State. The State is responsible for any hardware (PCs) to access the system, as well as any software licenses to access and utilize data extracts, such as SQL or Microsoft Excel. The State will use its own network resources to access the Contractor's RMIS solution.

ii. Hosting Environment

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

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

- Environmental Systems – The data center must have fault tolerant, redundant environmental systems, including power, temperature and humidity control, and fire suppression.
- Physical Security – The data center must be physically secured. Access must be restricted to authorized personnel using multi-layered controls and procedures.

Policies for granting access must be in place and consistently followed. Access shall only be granted to those with a need to perform tasks in the data center.

- Network, Server and Application Security – The data center network must include robust firewall, intrusion prevention and intrusion detection systems to prevent and detect unauthorized access.
 - System Access Monitoring – The contractor shall generate and review routine reports regarding system access. The contractor shall review the log information collected on a regular basis to identify unauthorized or inappropriate access to any device or service within the network, suspicious network scans or other anomalies. The Contractor shall audit all attempted accesses that fail or succeed identification, authentication, and authorization requirements. In addition to the data captured in these reports, the Contractor's system shall retain additional detailed information, suitable for forensics that shall be provided to the State upon request. Log information shall be reviewed on a regular basis, as defined by systems security best practices and regulations (NIST, ARRA/HITECH, and HIPAA) and agreed to by the State.
- d. Requirements Traceability Matrix. The Contractor shall prepare and deliver to the State for review and approval a Requirements Traceability document that includes a finalized list of Business Requirements Specifications, which detail the specific features and functions of each requirement. To assist with tracking all project requirements and deliverables Treasury Information Systems will prepare an initial Requirements Traceability Matrix and deliver it to the Contractor. The Contractor will use an approved Requirements Traceability Matrix (RTM) method to track requirements so that use cases, design/specification documents, etc. can be mapped for traceability and so that test cases can be mapped to requirements to ensure adequate test coverage. In addition to requirements verification, at a minimum the RTM will provide the following benefits:
- i. Provide clarification to the contract requirements.
 - ii. Provide a trail or “traceability” of requirements to be met – starting from the contract and culminating with the preparation of the requirements document.
 - iii. Provide a common understanding for the “go-forward” activities of subsequent rollouts, including “what” will be delivered and “when” in the project’s evolution it will be delivered.
 - iv. Provide a mechanism to track agreements on requirement clarification, refinement, elaboration, addition, or removal during the course of the project.

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

The State will provide written acceptance of the Requirements Traceability Matrix.

- e. Construct RMIS. The Contractor shall develop and configure the RMIS system, in accordance with the plans and requirements specified in Contract Sections A.4.b. through A.4.q. All construction work shall occur in the Contractor’s technical environment.
- f. Interface Design. The Contractor shall create an Interface design deliverable that includes the following seamless interfaces:
- (1) The on-going import and export of data from Edison (the State’s Oracle/PeopleSoft ERP system) to the RMIS system: The Contractor will be provided the Edison Business Partner Interfaces – Technical Quick Start Guide after contract execution.
 - (2) The one-time import and export of data from TRMPS (the State’s Oracle based Property Management application) to RMIS for the management of the State’s Property Management data including but not limited to, Primary and Secondary COPE data, property values ‘as of’ specific to the administration of the State’s property assets

- (3) The import and export of data on an annual base from the State's geospatial and emergency location based solutions and RMIS. Where the State's geospatial and emergency location based solutions is designed to facilitate the annual capturing and management of GIS dataset of the State's property assets for the purpose of supporting the Tennessee Base Mapping Program.
- (4) The ongoing import and export of data from CorVel the State's Third Party Administrator (TPA) for Workers' Compensation claims and incidents to RMIS.
- (5) Document Imaging system (if not part of the contractor's solution) to and from the RMIS system, in an ongoing process.
- (6) Bulk data transfers from other systems to the RMIS system, including file formats such as PDF, XLS, CSV, TXT and XML to and from the RMIS system.

The Contractor shall design the interfaces according to the requirements contained in Attachment K Requirements Matrix, Section A (System).

The State will provide written acceptance of all Interface Designs.

- g. Construct Interfaces. The Contractor shall construct each interface, as defined in Contract Sections A.4.b. through A.4.i. and in Attachment K –Requirements Matrix. The Contractor shall not be responsible for modifying legacy State applications. However, the Contractor shall be responsible for working with the State and related business partners to construct and test interfaces. All interfaces shall be thoroughly documented by the Contractor and approved by the State.
- h. Data Migration Plan. The Contractor shall work with the State to develop a plan describing the strategy, approach, and design for migrating existing data from Treasury legacy applications to the RMIS. At a minimum the data migration plan will include the following:

Methodology for mapping all data elements from multiple sources based upon Treasury business rules

- i. Strategy for validating all data
- ii. Identify data anomalies; assess risk and strategy for corrective action
- iii. Data correction strategy for pre and post conversion
- iv. Conversion methodology specific to the phased approach for implementation

The Contractor shall work with the State to develop a Data Migration plan describing the strategy, approach, and design for migrating existing employee data from Edison, the State's claimant payroll and leave data system, the State's Claim Administration record keeping and payment status application Gemini and system to RMIS. The Data Migration Plan shall describe how data for a single employee will be combined into a single record, along with recommendations to minimize the risk of incorrect data migration.

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

- i. Test Plan. The Contractor shall develop and deliver a plan describing how the Contractor will coordinate, manage, and conduct thorough testing of the RMIS system prior to delivery to the State for User Acceptance Testing (UAT). The Plan shall include, at a minimum, testing all functionality, reports, correspondence, notices, and interfaces and system performance. Documentation of the inputs, outputs, problems identified, and corrections made shall be required, in the form of a functional test results document. Functional testing shall be

performed by the Contractor on each module of the system and on the integrated system prior to delivery to the State for UAT. Individual sets of test data and test plans shall be created by the Contractor to completely test internal conditions of the system. The State will provide written acceptance of the Test Plan and reserves the right to request periodic updates to the document.

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

- (1) Creating the appropriate test environment(s)
- (2) Installing RMIS in the test environment
- (3) Installing and configuring any automated testing tools/packages

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

- i. **Functional Testing.** Documentation of the inputs, outputs, problems identified, and corrections made shall be required, in the form of a Functional Test Results document. Functional testing shall be performed by the Contractor on each module/program and relevant datasets. Individual sets of test data and test plans shall be created by the Contractor to completely test internal conditions of the module/program. Successful functional testing occurs when the module's test plan is completed without failure.
- ii. **System and Integration Testing.** The Contractor shall fully test all software to ensure it meets the requirements and to demonstrate the functionality and performance characteristics before the start of User Acceptance Testing (UAT). The system tests shall actively use all of the functions, test all interfaces, and process all types of input. The Contractor shall include specific types of test cases and transactions in the test, as specified by the State.
- iii. **Conduct Testing.** The Contractor shall perform all functional, system, and integration testing of RMIS, including interfaces, system performance and data migration, in accordance with Contract Section A.4.n. and the State Approved Test Plan. The Contractor shall be responsible for all aspects of system and integration testing. The Contractor shall perform testing of all interfaces, with interaction and involvement of State personnel responsible for each interface. State staff shall actively provide input and feedback during the Plan's development. All testing shall be performed in the Contractor's technical environment. The Contractor shall conduct functional, system, integration and regression testing during each phase of the RMIS project. In addition, prior to each go-live, the Contractor will conduct a performance/capacity test simulating 500 users.

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

The Contractor shall be required to work with the State to facilitate and coordinate the execution of UAT in the designated test environment. The Contractor shall provide recommended processes and procedures for UAT in the Test Plan.

- j. **Defect Tracking Log.** The Contractor shall develop and maintain a Defect Tracking Log which shall include at a minimum, for each Defect:

- (1) Unique tracking number
- (2) Short name and description of the defect
- (3) Reference to test condition that identified the defect
- (4) Date Defect was identified

- (5) Tester
- (6) Disposition (e.g., Not a Defect, Fixed, Successfully Retested, etc.)
- (7) Severity Level
- (8) Description of changes made to correct Defect

The Contractor shall correct all defects as directed by and at the State's sole discretion. The Contractor shall deliver a daily Defect Tracking Report to the State's Business Project Manager upon commencement of User Acceptance Testing (UAT). The Defect Tracking Report shall be based on data recorded in a defect tracking tool and will include any modifications or enhancements identified during UAT. A weekly defect summary report will be required by the Contractor until all defects have been resolved.

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

- k. 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, Extranet and Internet
 - (3) Confirmation of the training schedule
 - (4) Backup and recovery procedures
 - (5) Contingency approach

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

- l. Backup and Recovery Plan. The Contractor shall create a Backup and Recovery Plan that supports multiple environments, failover environments, and Disaster Recovery. In order to prevent loss of data, the Contractor shall develop and implement recovery procedures, including the process for restoring data to its original or prior state, in the form of Recovery Time Objective (RTO) within 24 hours and Recovery Point Objectives (RPO) within 4 hours. The Backup and Recovery Plan shall be updated, at a minimum, annually and shall include the results of any disaster recovery exercises conducted by the Contractor. The State will provide written acceptance of the Backup and Recovery Plan and reserves the right to request periodic updates to the right to request periodic updates to the document. Required contents of the plan should include, but are not limited to, documenting any project implementation assumptions and constraints for the proposed RMIS specific to Disaster Recovery details regarding the State's use of RMIS, including backup and Disaster Recovery, roles and responsibilities, and recovery approach. The plan should reference external OIR and Treasury systems where the disaster recovery details are consolidated across the State's enterprise applications.
- m. Contingency of Operations. The Contractor shall develop and submit a Contingency of Operations Plan to specify planning for the remediation of specific systems, equipment, software, and/or operations in the event of critical impact resulting from natural, accidental or intentional events. The Contingency of Operations Plan shall document the Contractor's plans and procedures to maintain State support and shall include, but not be limited to the following:
 - (1) Description of the Contractor's emergency management procedures and policy
 - (2) Description of how the Contractor will account for their employees during an emergency
 - (3) Planned temporary work locations or alternate Facilities
 - (4) How the Contractor will communicate with the State during emergencies

- (5) List of primary and alternate Contractor points of contact, each with primary and alternate telephone numbers and e-mail addresses
- (6) Procedures for protecting the State furnished equipment (if any)
- (7) Procedures for safeguarding sensitive and/or classified State information (if applicable)

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

- n. Training. The Contractor will provide training services to the State related to the use of the RMIS system.
- (1) Training Plan. The Contractor will develop a Training Plan detailing specific training plans for each role type that will interact with the RMIS solution. The Contractor and the State will collaborate and develop the specific role types, permissions and training for each category of users. Training will be appropriate for these roles and categories.
 - (2) Training Material. The Contractor shall develop and deliver to the State Train-the-Trainer material for the final RMIS functionality as approved by the State. Training material shall be prepared using State-standard Microsoft Office products. The Contractor will provide training materials for the State's designated trainers, including unlimited right to copy.
 - (3) Train-the-Trainer Training. The Contractor shall offer a train-the-trainer program to train State-designated RMIS Trainers using the Training Material developed in accordance with Contract Section A.3.b - through A.3.n. and the State-approved Test Plan. A variety of training approaches may be proposed, such as:
 - i. On-site training
 - ii. Virtual classroom
- The State reserves the right to make final determination of the training approaches to be used as part of the Train-the-Trainer Training, any other Training formats.
- (4) Help Content. The Contractor shall develop and deliver content for the Help functions of RMIS.

The Contractor shall deliver the training components for each phase of the project. The State will provide written acceptance of the Training Plan, Training Material and Help Content.

- o. RMIS Delivery Phases. This project must be delivered in phases. Each phase will have a migration, deployment and Post Implementation Assessment as determined by both Contractor and the State. The State expects the project to be complete within two years from the effective date of the Contract. The Contractor shall ensure adequate support is available on-site go-live for each phase. The order of the phases is detailed:
- (1) RMIS Phase 1. This project phase involves the deployment of administrative functions to the Division of Risk Management and Claims Administration and Treasury Information Systems teams(DRMCA and IS). The modules to be rolled out include the ability to create program specific workflows, forms and templates, reporting and analytics, and document management and imaging, available to users via a claim filing online entry solution.
 - (2) RMIS Phase 2. This project phase involves the deployment of the Interlock Assistance Fund and Property Management modules to the DRMCA. Upon completion of the Phase 2 implementation and acceptance by the State, the Contractor shall prepare and deliver a Post-Implementation Assessment. The State will review the Assessment and, if

acceptable, will provide approval in writing. Upon State approval, RMIS Phase 3 will commence.

- (3) RMIS Phase 3. This project phase involves the deployment of Fleet Management and Tort Liability modules where Tort Liability is comprised of Comprehensive General, Auto Liability, Medical Malpractice and Employee Property Damage claim module(s) to the DRMCA. Upon completion of the Phase 3 implementation and acceptance by the State, the Contractor shall prepare and deliver a Post-Implementation Assessment. The State will review the Assessment and, if acceptable, will provide approval in writing. Upon State approval, RMIS Phase 4 will commence.
- (4) RMIS Phase 4. This project phase involves the deployment of Criminal Injury Compensation and SAFE Reimbursement to the DRMCA. Upon completion of the Phase 4 implementation and acceptance by the State, the Contractor shall prepare and deliver a Post-Implementation Assessment. The State will review the Assessment and, if acceptable, will provide approval in writing. Upon State approval, RMIS Phase 5 will commence.
- (5) RMIS Phase 5. This project phase involves the deployment of the Workers' Compensation module to the DRMCA users. Upon completion of the Phase 5 implementation and acceptance by the State, the Contractor shall prepare and deliver a Post-Implementation Assessment. The State will review the Assessment and, if acceptable, will provide approval in writing. The Contractor shall ensure adequate support is available, during go-live.

In order to achieve the established goals, the State has established the following key milestones for RMIS:

RMIS Milestone	Description	Target Timeline
RMIS Phase 1	Deployment of application administrative functions including: <ul style="list-style-type: none"> • Deployment of a claim filing online entry solution • Ability to create program specific workflows, forms and templates • Reporting and Analytics • Document Management & Imaging 	As mutually agreed upon by the State and Contractor in accordance with the Project Schedule
RMIS Phase 2	Deployment of the Interlock Assistance Fund and Property Management modules.	As mutually agreed upon by the State and Contractor in accordance with the Project Schedule
RMIS Phase 3	Deployment of Fleet Management and Tort Liability modules where Tort Liability is comprised of Comprehensive General, Auto Liability, Medical Malpractice and Employee Property Damage claim modules.	As mutually agreed upon by the State and Contractor in accordance with the Project Schedule
RMIS Phase 4	Deployment of Criminal Injury Compensation and Safe Reimbursement Fund modules.	As mutually agreed upon by the State and Contractor in accordance with the Project Schedule
RMIS Phase 5	Deployment of the Workers' Compensation modules.	As mutually agreed upon by the State and Contractor in accordance with the Project

		Schedule
--	--	----------

Each phase is considered delivered upon written acceptance by the State.

- p. Support and Maintenance. The Contractor shall provide support and maintenance for the RMIS system that will commence with the State's acceptance and written approval of the Post-Implementation Assessment report for each of the RMIS Phases and will continue throughout the Contract. The Contractor shall provide direct, second-tier technical support and shall maintain the operational readiness, interoperability, and conformance to specifications and requirements of RMIS.

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.

- (1) Annual Support and Maintenance. Annual support and maintenance shall include all updates, corrections and modification to the Contractor's software, plus any updates, corrections, modifications or new versions of third party software. Additionally, annual support and maintenance plan shall include all new releases or versions of the Contractor's solution, including all required third party software included in the solution.

The Contractor shall be responsible for establishing a Support Center as required by this Contract.

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

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

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

- i. Make appropriate Contractor support resources available to the State between **from 7:00 a.m. to 7:00 p.m.** Central Time, Monday through Friday, except State holidays,

to provide the services described and detailed in this section. (Confirmation from DRMCA)

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

Severity Level	Description	Service Level Goal
Level 1	Problem has an immediate impact on a majority of end users' ability to access and/or use the system. 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. For example, a software process causes frequent, unpredictable, system-wide slowdown, and must be restarted to resume acceptable performance.	Within 24 hours from the time a Severity Level 3 problem is reported to the Contractor, the Contractor shall assign resources to solve the problem within a mutually agreed upon timeframe. The Contractor shall provide a status update to the State's Technical Contact (identified in Section D.2) or his/her designee every 48 hours until the problem is resolved, or a workaround provided, or a fix scheduled for a future date or release
Level 4	Problem has a moderate impact and is moderately urgent. These circumstances create conditions that inconvenience users of the system.	The Contractor shall work with the State's Treasury 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.

The Contractor shall provide the State with Quarterly Service Level Reports no later than the tenth (10th) business day of the following quarter. The Service Level Reports will provide the time, severity level, description, acknowledgement time, and resolution time for each incident logged during the reporting period. The Service Level Reports will also show actual Service Level performance as compared to Service Level goals. Failure to provide reports by the tenth (10th) business day will incur penalties as indicated in Pro Forma Contract Attachment 1 – Performance Requirements and Payment Reductions.

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

The Contractor shall install all hardware and software patches, updates, and other utilities according to the contractor recommendations and industry best practices, as required to maintain system operations and security. All patches and updates shall be fully tested prior to implementation in the production environment.

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

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

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

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

System Usage and Performance Reports for the previous month must be provided to the State by the fifth (5th) business day of the following month. Failure to provide reports by the fifth (5th) business day will incur penalties as indicated in Pro Forma Contract Attachment 1 – Performance Requirements and Payment Reductions.

(5) Change Management. The Contractor must propose change control processes and procedures for State review and approval. The Contractor is responsible for release management and shall implement changes and releases, as appropriate, according to approved change control processes.

(6) Business Continuity and Disaster Recovery. 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.

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

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

- i. Requestor name and role
- ii. Brief description
- iii. Reason or justification
- iv. Requirements and specifications
- v. Request for a cost estimate, approximate time (hours) and resources necessary to complete the modification or enhancement
- vi. Requested or mandated delivery date

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

- i. The Total Fixed Cost to deliver the Modification or Enhancement solely based on the Contractor's estimate of the total number of hours required to deliver the Modification or

Enhancement payment rates specified in Contract Section, where the Total Fixed Cost represents the maximum amount the State will compensate the Contractor for the Modifications or Enhancements.

- ii. The estimated delivery date of the Modification or Enhancement.
- iii. The impact of delivering Modifications or Enhancements on RMIS operations and activities.

(3) The State, at its sole discretion, may accept or reject the Contractor's Estimate.

- i. If the State agrees to the Contractor's Estimate, the State shall provide acceptance in writing, which authorizes the Contractor to begin work according to the MER.
- ii. If the State does not agree to the Contractor's Estimate, the State may:
 - Elect not to proceed with the Modification or Enhancement;
 - Negotiate the Estimate with the Contractor;
 - Revise the MER

(4) The Contractor shall modify RMIS according to the MER, and shall thoroughly test the modifications

- i. The Contractor shall prepare and provide to the State new or updated system and user documentation related to the Modification or Enhancement.
- ii. The Contractor shall work with the designated State project team member to coordinate with Edison and other support the contractors on any change that affects those systems.

(5) The State will test the delivered Modification or Enhancement to ensure that:

- i. The Modification or Enhancement completely provides the functions as required by the MER
- ii. The Modification or Enhancement has no deficiencies in documentation
- iii. The Modification or Enhancement has no defects in efficiency or performance.

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

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

- r. Final Project: The Contractor shall create a Final Project Report using the Treasury's Project Closure Report Form, summarizing project activities, lessons learned, and recommended next steps. The Final Project Report shall be submitted to the State Business Project Manager no later than fifteen (15) business days prior to the final signoff of the final project implementation. The State will provide written acceptance of the Final Project Report.

A.5 Service Deliverables.

#	Deliverable	Contract Section (s)	Delivery Date
1.	Kickoff Meeting Presentation	A.4.a	Within 30 days after the Contract Effective Date
2.	Work Breakdown Structure and Project Schedule	A.4.b.(1).i	Within 30 days after the Contract Effective Date
3.	Resource Management Plan	A.4.b.(1).ii	Within 30 days after the Contract Period Beginning Date
4.	Risk Management Plan	A.4.b.(1).iii	Within 30 - 45 days after the Contract Period Beginning Date
5.	Issue Management Plan	A.4.b.(1).iv	Agreed upon date after the Contract Period Beginning Date
6.	Change Management Plan	A.4.b.(1).(v)	Agreed upon date after the Contract Period Beginning Date
7.	Release Management Plan	A.4.b.(1).vi	Agreed upon date after the Contract Period Beginning Date
8.	Change Orders	A.4.b.(2)	As mutually agreed upon by the State and Contractor in accordance with the Project Management Plan.
9.	Weekly Status Report	A.4.b.(3)	No later than the close of business on the first business day of the week beginning the first week after the Contract Effective Date.
10.	Monthly Progress Report	A.4.b.(4)	No later than the 5th business day of the month beginning the first month after the Contract Effective Date.
11.	Requirements Verification and Fit-Gap Analysis	A.4.c	As mutually agreed upon by the State and Contractor in accordance with the Project Schedule
12.	Construct RMIS	A.4.e	As mutually agreed upon by the State and Contractor in accordance with the Project Schedule, but no later than 12 months after the Contract signing date.
13.	Interface Design	A.4.f	As mutually agreed upon by the State and Contractor in accordance with the Project Schedule
14.	Construct Interfaces	A.4.g	As mutually agreed upon by the State and Contractor in accordance with the Project Schedule

15.	Data Migration Plan	A.4.h	As mutually agreed upon by the State and Contractor in accordance with the Project Schedule
16.	Test Plan including Functional Testing, System and Integration Testing and User Acceptance (UAT)	A.4.i	As mutually agreed upon by the State and Contractor in accordance with the Project Schedule
17.	Defect Tracking Log	A.4.j	As mutually agreed upon by the State and Contractor in accordance with the Project Schedule
18.	Defect Tracking Reports	A.4.j	Daily upon commencement of User Acceptance Testing (UAT)
19.	Implementation Plan	A.4.k	As mutually agreed upon by the State and Contractor in accordance with the Project Schedule
20.	Backup and Recovery Plan	A.4.l	As mutually agreed upon by the State and Contractor in accordance with the Project Schedule
21.	Contingency of Operations Plan	A.4.m	As mutually agreed upon by the State and Contractor in accordance with the Project Schedule
22.	Training Materials and Trained Trainers	A.4.n	At least thirty (30) calendar days prior to the UAT of each project phase
23.	Delivery of RMIS Phases 1-5	A.4.o	As mutually agreed upon by the State and Contractor in accordance with the Project Schedule
24.	Support and Maintenance Plan	A.4.p	Within sixty (60) calendar days of the Contract Period Beginning Date
25.	Quarterly Service Level Reports	A.4.p.(2)	Quarterly upon commencement of Support and Maintenance Plan
26.	Monthly System Usage and Performance Reports	A.4.p.(3)	Monthly upon commencement of Support and Maintenance Plan
27.	Modifications and Enhancements	A.4.q	As mutually agreed upon by the State and Contractor in accordance with the Project Schedule
28.	Final Project Report	A.4.r	No later than fifteen (15) business days prior to the Contract Period End Date

A.6 Terms of Warranty.

a. General Warranty Terms.

- (1) The warranty terms, conditions, and language within this contract supersede any warranty language provided by the Uniform Computer Information Transaction Act (UCITA).
- (2) The Contractor expressly warrants that the RMIS System and any productions or services resulting from additional work and/or enhancements produced or provided by the Contractor to the State:
 - i. as being compliant in all respects with the terms of the Contract or the additional work and/or enhancement requests,
 - ii. as being free from errors, defects, deficiencies or deviations,
 - iii. will perform in such a manner as the Contract, additional work and/or enhancement requests require and intended and that the RMIS System is otherwise consistent with industry standards.

b. Warranty Periods.

- (1) The warranty period(s) shall be three hundred sixty-five (365) days and shall apply to all software accepted by the State and shall apply to all products or services resulting from additional work and/or enhancements related to the software.
- (2) The warranty period(s) on the RMIS System will begin on the date that the State approves, in writing, the Post-Implementation Assessment completed by the Contractor and the State at the end of the implementation process for each RMIS System phase.
- (3) The warranty period(s) on any additional work and/or enhancements requests by the State subsequent to a phase that has been implemented will begin on the date that the State approves, in writing, the Post-Implementation Assessment completed by the Contractor and the State after the additional work and/or enhancement has been implemented. The warranty period for additional work and/or enhancements initiated during the final year of the contract shall run for the remaining term of the contract.
- (4) The warranty shall be applicable when State staff performs any function under direction of the contractor during any turnover, training or maintenance periods required in the Contract.

c. Warranty Coverage.

- (1) The warranty encompasses any errors, defects, deficiencies or deviations (collectively "defects") discovered in any product or service and encompasses errors created in State data caused by such defects to the extent that such defects and resultant data errors are not the result of State supplied hardware or software, as reasonably determined by the State.
- (2) The warranty requires the correction by the Contractor of all products or services containing any errors, defects, deficiencies or deviations in State data caused by such. Correction is required, whether occurring in the original contract or resulting from an additional work or custom enhancement requested by the State, or that which is procured in any amendment to the Contract, or in any interfaces created, or in all training manuals and system documentation provided by the Contractor.

- (3) Any corrections of defects relating to the Contract Scope of Services requirements or deliverables and any investigation necessary to determine the source of such defects shall be completed by the Contractor at no cost to the State.

d. Time Frames for Warranty Services.

- (1) The Contractor must promptly, at the direction of and within the time specified by the State, correct any defects and all RMIS-related system errors, deficiencies and/or deviations and correct performance and/or operational delays.
- (2) The Contractor shall provide emergency maintenance services to correct code problems or any performance or operations problems related to the design or coding of the solution software, its function or interfaces on a twenty-four (24) hours, seven (7) days a week basis.
- (3) The Contractor shall provide toll-free telephone support between 7:00 A.M. and 7:00 P.M. Central Time Monday through Friday, with the exception of designated State holidays. In addition, the Contractor shall provide self-service and on-line frequently asked question (FAQ) style support at all times. The Contractor shall provide an email address for receiving support requests, with all emails acknowledged as received within 2 hours of being sent if sent before 3:00 P.M. Central Time or by 10:00 A.M. Central Time.
- (4) Products and services shall be either replaced, revised, repaired, or corrected within twenty-one (21) calendar days of written notification by the State of the errors, defects, deficiencies or deviations; provided, however, that if the continued use of a defective or deficient product or service would cause damage to the State system(s) or associated data, or would otherwise seriously impair, as determined by the State, the ability of users of the solution(s) to do their jobs or the functions for which the solution was established, then Contractor shall act to repair the defects immediately, unless an extension is otherwise granted in writing by the State.
- (5) The State will determine when any errors, defects, deficiencies, or deviations have been resolved.

e. Resources Required for Warranty Service. The Contractor shall apply all necessary resources to correct the errors, defects, deficiencies or deviations without cost or expense to the State and shall make these corrections with the time frame specified by the State.

f. Failure to Provide Effective Warranty Services. If the Contractor fails to repair an error, defect, deficiency or deviation for products or services covered by the warranty, the State may, at its option, act to correct or repair the error, defect, deficiency or deviation, and the Contractor shall be required to reimburse the State for all costs incurred to conduct the repair.

g. Contract for Warranty Services.

- (1) The Contractor will be the initial contact point for all warranty notifications and support requests, regardless of the perceived source of the problem.
- (2) The Contractor may elect to have toll-free telephone or on-site warranty repair or support services performed by subcontracted personnel; however, if this is the case, the Contractor shall be responsible for coordinating the effort so that the use of any third-party support is transparent to the State and so that the State shall not have to deal directly with the subcontractor.
- (3) The State reserves the right to approve Subcontractors for warranty service and such subcontractor shall be approved in writing by the State.

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

- h. Maintenance of Operations and Services during Warranty Work. The correction of errors, defects, deficiencies or deviations in work products and/or services shall not detract from or interfere with software maintenance or operational tasks.
- i. Problems Not Caused by Contractor Fault.
 - (1) If Contractor personnel determine that the problem is not the fault of Contractor-provided software or hardware, the Contractor shall notify State support personnel immediately, along with documentation to support that the problem is not the fault of the Contractor.
 - (2) If the State agrees the problem is due to software, hardware, or project management decisions that are the responsibility of the State, the State shall resolve the problem. However, in this case, if requested by the State, Contractor personnel shall remain on-site and/or dedicated to the problem to perform any required joint functions until the problem is resolved.

A.7 Upgrades and Enhancements.

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

A.8 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.9 Secure Website.

- a. The Contractor shall host a secure project website for use by the Contractor and the State. The website landing page shall clearly indicate that RMIS is a State of Tennessee program and shall display logos, title, text and banner regarding unauthorized use.
- b. The website content shall only be accessible to authorized users. The Contractor shall create user accounts and manage access in accordance with the requirements of this contract.
- c. In no event may data be downloaded, uploaded, stored, submitted or received by or through personally owned data devices that are not under the State of Tennessee Information Security policy.

d. The website shall be updated as warranted by changes or developments and upon request by the State.

A.10 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.11 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 Software user's or another's software, hardware, networks, data or information. If the Contractor is aware of any security incident, vulnerability or other malicious code within their software or network, the Contractor shall immediately disclose this information to the State via telephone and e-mail, as well as identify a timeline to mitigate and eliminate the risk.

A.12 User Licensing. The Contractor shall provide user licenses specific to the proposed user type, designated action and number of users as defined by the Division of Risk Management and Claims Administration. The State stipulates, that all user licenses are transferable to accommodate staff turnover, changes in job responsibilities and program expansion.

Proposed User Licenses			
Users Assigned by Type	Designated Role	Designated User Actions	Proposed Number of Users
System Administrative Users	Treasury Information Systems Infrastructure*	Management of user access and other administrative functions	Minimum of 5
Program Super-users	Division of Risk Management and Claims Administration Program managers & supervisors *	Administration of the State's programs	Minimum of 13
Users	Users in various agencies*	Day to Day management of the State's programs including reporting and status querying	Minimum of 8
Citizen, Business, Organization or Vendor Users via Portal	Citizens, Businesses, Organizations or Service Provider Vendors	Reporting and status querying specific to TORT Liability comprised of General, Auto and Medical Malpractice, Criminal Injury Claims, SAFE and Interlock	Unlimited

		Fund claims	
--	--	-------------	--

* All State of Tennessee users unless noted otherwise.

A.13 Security Audit for Compliance with State Policy.

The State may conduct audits of Contractor’s compliance with the State’s Enterprise Information Security Policy (“The Policy”) or under this Contract, including 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 by 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.

A.14 Applicable Gifts and Solicitation Policy. The Contractor shall not offer to give, or give, any gift to any employee of the Treasury Department or to any member of a Board, Commission or Committee administratively attached to the Treasury Department that would violate the Treasury Department’s Gifts and Solicitations Policy, included as Attachment 4 to this Contract.

A. 15 Retention of Data. The Contractor shall maintain all data belonging to the State, in accordance with the requirements for data storage and retention found in this Contract, that this is in its possession through the term of the Contract.

A.16 Transfer of Data. The Contractor shall provide to the State all data belonging to the State that is in its possession within sixty days after the termination date of the Contract. The Contractor and the State shall determine a mutually agreeable format and process for transferring such data. This section does not relieve the Contractor from maintaining all records as required by the Contract.

A.17 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 the Contractor for the Defective goods or services.

A.18 Inspection and Acceptance. The State shall have the right to inspect all goods or services 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.

B. TERM OF CONTRACT:

This Contract shall be effective on DATE (“Effective Date”) and extend for a period of 60 months with an option to extend 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)**. 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 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

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

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

Service Description	Amount (per compensable increment)
<p>Completion and State approval of the following Deliverables:</p> <ul style="list-style-type: none"> • Deliverable #2: Project WBS and Schedule – as detailed in Contract Section A.4.b.(1).i • Deliverable #3: Resource Management Plan – as detailed in Contract Section A.4.b.(1).ii • Deliverable #4: Risk Management Plan - as detailed in Contract Section A.4.b.(1).iii • Deliverable #5: Issue Management Plan - as detailed in Contract Section 	<p>\$ [NUMBER] 10% of the Total Cost for Implementation and State Approved Delivery</p>

<p>A.4.b.(1).iv</p> <ul style="list-style-type: none"> • Deliverable #6: Change Management Plan - as detailed in Contract Section A.4.b.(1).v • Deliverable #7: Release Management Plan – as detailed in Contract Section A.4.b.(1).vi • Deliverable #19: Implementation Plan – as detailed in Contract Section A.4.k. • Deliverable #20: Backup and Recovery Plan – as detailed in Contract Section A.4.l. • Deliverable #22: Contingency of Operations Plan – as detailed in Contract Section A.4.m. • Deliverable #25: Support and Maintenance Plan - as detailed in Contract Section A.4.p. 	
<p>Completion and State approval of the following Deliverables related to Phase 1:</p> <ul style="list-style-type: none"> • Deliverable #11: Requirements Verification and Fit-Gap Analysis – as detailed in Contract Section A.4.c. • Deliverable # 12: Construction RMIS Phase 1 as detailed in Contract Section A.4.e • Deliverable #13: Interface Design – as detailed in Contract Section A.4.j. • Deliverable #15: Data Migration Plan – as detailed in Contract Section A.4.h. • Deliverable #16: Conduct Testing – as detailed in Contract Section A.4.i. • Deliverable #17: Defect Tracking Log – as detailed in Contract Section A.4.j. • Deliverable #18: Defect Tracking Reports – as detailed in Contract Section A.4.j • Deliverable #22: Training Material and trained trainers – as detailed in Contract Section A.4.n. • Delivery # 23 Delivery of RMIS Phases – as detailed in Contract Section A.4.o. 	<p>\$ [NUMBER] 15% of the Total Cost for Implementation and State Approved Delivery</p>
<p>Completion and State approval of the following Deliverables related to Phase 2:</p> <ul style="list-style-type: none"> • Deliverable #11: Requirements Verification and Fit-Gap Analysis – as detailed in Contract Section A.3.c. • Deliverable # 12: Construction of RMIS Phase 2 as detailed in Contract Section A.3.e • Deliverable #13: Interface Design – as detailed in Contract Section A.4.j. • Deliverable #15: Data Migration Plan – as detailed in Contract Section A.4.h. • Deliverable #16: Conduct Testing – as detailed in Contract Section A.4.i. • Deliverable #17: Defect Tracking Log – as detailed in Contract Section A.4.j. • Deliverable #18: Defect Tracking Reports – as detailed in Contract Section A.4.j • Deliverable #22: Training Material and trained trainers – as detailed in Contract Section A.4.n. • Delivery # 23 Delivery of RMIS Phases – as detailed in Contract Section A.4.o. 	<p>\$ [NUMBER] 15% of the Total Cost for Implementation and State Approved Delivery</p>
<p>Completion and State approval of the following Deliverables related to Phase 3:</p> <ul style="list-style-type: none"> • Deliverable #11: Requirements Verification and Fit-Gap Analysis – as detailed in Contract Section A.3.c. • Deliverable # 12: Construction of RMIS Phase 3 as detailed in Contract Section A.3.e • Deliverable #13: Interface Design – as detailed in Contract Section A.4.j. • Deliverable #15: Data Migration Plan – as detailed in Contract Section A.4.h. • Deliverable #16: Conduct Testing – as detailed in Contract Section A.4.i. • Deliverable #17: Defect Tracking Log – as detailed in Contract Section A.4.j. • Deliverable #18: Defect Tracking Reports – as detailed in Contract Section A.4.j • Deliverable #22: Training Material and trained trainers – as detailed in Contract Section A.4.n. • Delivery # 23 Delivery of RMIS Phases – as detailed in Contract Section A.4.o. 	<p>\$ [NUMBER] 15% of the Total Cost for Implementation and State Approved Delivery</p>
<p>Completion and State approval of the following Deliverables related to Phase 4:</p>	<p>\$ [NUMBER] 20% of the Total</p>

<ul style="list-style-type: none"> • Deliverable #11: Requirements Verification and Fit-Gap Analysis – as detailed in Contract Section A.3.c. • Deliverable # 12: Construction of RMIS Phase 4 as detailed in Contract Section A.3.e • Deliverable #13: Interface Design – as detailed in Contract Section A.4.j. • Deliverable #15: Data Migration Plan – as detailed in Contract Section A.4.h. • Deliverable #16: Conduct Testing – as detailed in Contract Section A.4.i. • Deliverable #17: Defect Tracking Log – as detailed in Contract Section A.4.j. • Deliverable #18: Defect Tracking Reports – as detailed in Contract Section A.4.j • Deliverable #22: Training Material and trained trainers – as detailed in Contract Section A.4.n. • Delivery # 23 Delivery of RMIS Phases – as detailed in Contract Section A.4.o. 	Cost for Implementation and State Approved Delivery
<p>Completion and State approval of the following Deliverables related to Phase 5:</p> <ul style="list-style-type: none"> • Deliverable #11: Requirements Verification and Fit-Gap Analysis – as detailed in Contract Section A.3.c. • Deliverable # 12: Construction of RMIS Phase 4 as detailed in Contract Section A.3.e • Deliverable #13: Interface Design – as detailed in Contract Section A.4.j. • Deliverable #15: Data Migration Plan – as detailed in Contract Section A.4.h. • Deliverable #16: Conduct Testing – as detailed in Contract Section A.4.i. • Deliverable #17: Defect Tracking Log – as detailed in Contract Section A.4.j. • Deliverable #18: Defect Tracking Reports – as detailed in Contract Section A.4.j • Deliverable #22: Training Material and trained trainers – as detailed in Contract Section A.4.n. • Delivery # 23 Delivery of RMIS Phases – as detailed in Contract Section A.4.o. 	\$ [NUMBER] 15% of the Total Cost for Implementation and State Approved Delivery
<p>Completion and State approval of the following Deliverables:</p> <ul style="list-style-type: none"> • Deliverable # 28 Completion and Delivery of State- Approved Final Project Report – as detailed in Contract Section A.4.r. 	\$ [NUMBER] 10% of the Total Implementation Cost
Total Implementation Amount	\$(NUMBER)

Service Description	Amount (per compensable increment)
Change Orders ¹ - as detailed in Contract Section A.4.b.(2)	\$ [NUMBER] per person hour

¹The Contractor shall be compensated for change orders requested and performed pursuant to Contract Section A.4.b.(2) without a formal amendment of this contract based upon the payment rates detailed in the Change Order portion of Contract Section C.3.b above and as agreed pursuant to said Section A.4.b.(2). If, at any point during the Contract period, the State determines the cost of necessary Professional Services work would exceed said maximum amount, the State may amend this Contract to address the need.

Service Description	Amount (per compensable increment)
----------------------------	--

Modification and Enhancement Requests (MERs) ² – as detailed in Contract Section A.4.q.	\$ [NUMBER] per person hour
---	---------------------------------------

² The Contractor shall be compensated for modifications and enhancements requested and performed pursuant to Contract Section A.4.q without a formal amendment of this contract based upon the payment rates detailed in the Modifications and Enhancements Requests portion of Contract Section C.3.b above and as agreed pursuant to said Section A.4.q. If, at any point during the Contract period, the State determines the cost of necessary Professional Services would exceed the maximum liability, the State may amend this Contract to address the need.

Service Description	Amount (per compensable increment)
User Licensing Fee for System Administrative Users ³ – Minimum 5 licenses - Pro Forma Contract Section A.12 Please note this fee is an annual fee, and not a “per user” fee.	\$ [NUMBER] per year
User Licensing Fee for Program Super Users ³ – Minimum 13 users - Pro Forma Contract Section A.12. Please note this fee is an annual fee, and not a “per user” fee.	\$ [NUMBER] per year
User Licensing Fee for General User ³ - Minimum 8 users - Pro Forma Contract Section A.12. Please note this fee is an annual fee, and not a “per user” fee.	\$ [NUMBER] per year
Unlimited User Licensing Fee for General Portal Users ³ - Pro Forma Contract Section A.12. Please note this fee is an annual fee, and not a “per user” fee.	\$ [NUMBER] per year

³ No User Licensing fees shall be accumulated or invoiced by the Contract until RMIS Phase 2 is deployed and active. User Licensing fees for Contract Year One will be paid by the State proportionally based on date of Phase 2 implementation. User Licensing fees for all other contract years awarded under the Contract shall be invoiced by the Contractor in equal annual installments, provided the combined invoices do not exceed the Total User Licensing contracted amount. Annual installments for all User Licensing fees shall correspond with the State’s fiscal year (July1 to June 30).

Service Description	Amount (per compensable increment)
Support and Maintenance ⁴ – as detailed in Contract Section A.4.p.	\$ [NUMBER] per year

⁴ No Support and Maintenance fee shall be accumulated or invoiced by the Contract until RMIS Phase 2 is deployed and active. Support and Maintenance fees for Contract Year One will be paid by the State proportionally based on date of Phase 2 implementation. Support and Maintenance fees for all other contract years awarded under the Contract shall be invoiced by the Contractor in equal annual installments provided the combined annual invoices do not exceed the Total Support and Maintenance contracted amount. Annual installments for all Support and Maintenance fees shall correspond with the State’s fiscal year (July 1 to June 30).

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

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

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

- a. Each invoice on Contractor's letterhead shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice Number (assigned by the Contractor)
 - (2) Invoice Date
 - (3) Contract Number (assigned by the State)
 - (4) Customer Account Name:
 - (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, and/or email)
 - (9) Contractor Remittance Address
 - (10) Description of Delivered goods or services provided and invoices, included identifying information as applicable;
 - (11) Number of delivered or completed units, increments, hours or days as applicable, of each service invoiced
 - (12) Applicable payment methodology (as stipulated in Section C.4.) 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 described in Section A and in accordance with payment terms and conditions set forth in Contract 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; or shipping charges; 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 matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.

- C.7 **Invoice Reductions.** The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of

audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.

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

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

a. The Contractor shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once said form is received by the State, all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH).

b. The Contractor shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number in the Substitute S-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 signed by the contract Parties and approved by all appropriate State officials in accordance with applicable Tennessee laws and regulations. (Depending upon the specifics of this contract, this said officials may include approvals by but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury, and the Chief Procurement Officer).

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. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

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

Rodney Escobar
Director of Risk Management and Claims Administration
Department of the Treasury
Andrew Jackson State Office Building
502 Deaderick Street
Work: (615) 741-9957
Email: Rodney.Escobar@tn.gov

The Contractor:

Contractor Contact Name and 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 hereto and approved by all applicable State both the officials. who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the State Treasurer and Director of Risk Management and Claims Administration).
- D.4 **Subject to Funds Availability.** The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. The State's exercise of the right to terminate this Contract Said termination 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 whatsoever of any description or amount.
- D.5 **Termination for Convenience.** The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. 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 for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.6 **Termination for Cause.** If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract ("Breach Condition"), the State shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Contract by the Contractor.
- 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 total Contract 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 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 Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such 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 Tennessee Code Annotated Section 12-4-1243-309, et seq., 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 2 - Attestation RE Personnel Used in Contract Performance, hereto, semi-annually during the period of this Contract. 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 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 period of this Contract, 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 relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such 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 Tennessee Code Annotated, Section 12-3-30912-4-124, et seq. 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 either (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 and/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 insist in any one or more cases upon 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 such 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 hereto.
- D.15 **Independent Contractor.** The parties shall not act as employees, partners, joint ventures, or associates of one another. The parties hereto that such 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 such 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”).
- 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 such information without entering into a business associate agreement or signing another such 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 Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Sections 9-8-101 through 9-8-407.
- D.27 **Entire Agreement.** This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, 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 relating hereto, 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 hereof shall not be affected thereby and shall remain in full force and effect. The terms and conditions of this Contract are declared 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) this Contract document with any attachments or exhibits (excluding the items listed at subsections b. through e., below);
 - (b) any clarifications of or addenda to the Contractor's proposal seeking this Contract;
 - (c) the State solicitation, as may be amended, requesting proposals in competition for this Contract;
 - (d) any technical specifications provided to proposers during the procurement process to award this Contract;
 - (e) the Contractor's proposal seeking this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1 **Conflicting Terms and Conditions.** Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2 **Insurance.** The Contractor shall carry adequate liability and other appropriate forms of 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.
 - (5) Cyber-liability Coverage (including privacy breach response and network asset protection) with a limit of not less than five million dollars (\$5,000,000) aggregate. The State is to be notified immediately if 50% of the required insurance aggregate limit is encumbered. The Contractor's obligation to obtain the insurance does not waive or release the Contractor's liabilities or duties to indemnify under this Agreement.

- 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 **Contractor Commitment to Diversity.** The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's proposal responding to RFQ-30901-27715 (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 persons with a disability. Such reports shall be provided to the State of Tennessee Governor's Office of Diversity Business Enterprise in form and substance as required by said office.

- E.5 **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.6 **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.

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>(Reference Section A.4.u.(1))</p>	Five Hundred Dollars (\$500.00)	Per incident, per hour > 1 hour
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>(Reference Section A.4.u.(1))</p>	One Hundred Dollars (\$100.00)	Per incident, per hour > 4 hours
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>(Reference Section A.4.u.(1))</p>	One Hundred Dollars (\$100.00)	Per incident, per calendar day > 1 day
4	<p>Provide Quarterly Service Level reports by the 10th business day of the following quarter.</p> <p>(Reference Section A.4.u.(1))</p>	One Hundred Dollars (\$100.00)	Per calendar day after failure to supply
5	<p>Provide Monthly System Usage and Performance Reports by the 5th business day of the following month.</p> <p>(Reference Section A.4.u.(3))</p>	One Hundred Dollars (\$100.00)	Per calendar day after failure to supply
6	<p>The Approval and Completion of Change Orders specific to the scope of services of this Contract (Reference A.4.b(2))</p>	One Hundred Dollars (\$100.00)	Within ten (10) business days after receipt of a written Change Order request from the State
7	<p>Provide Work Breakdown Structure and Project Schedule within 30 calendar days of the Contract Period Beginning Date.</p> <p>(Reference Section A.4.b (1).i)</p>	One Hundred Dollars (\$100.00)	Per calendar day after failure to supply
8	<p>Provide Weekly Project Status Reports by the first business day of the week.</p> <p>(Reference Section A.4.p)</p>	One Hundred Dollars (\$100.00)	Per calendar day after failure to supply

9	Provide Monthly Progress Reports by the 5th business day of the month. (Reference Section A.4.p)	One Hundred Dollars (\$100.00)	Per calendar day after failure to supply
10	Provide Requirements Verification and Fit-Gap Analysis by a mutually-agreed upon date in the Project Schedule. (Reference Section A.4.c.)	One Hundred Dollars (\$100.00)	Per calendar day after failure to supply
12	Provide Test Plan by mutually-agreed upon date in the Project Schedule. (Reference Section A.4.i.)	One Hundred Dollars (\$100.00)	Per calendar day after failure to supply
13	Provide Defect Tracking Reports daily upon commencement of User Acceptance Testing (UAT). (Reference Section A.4.i.)	One Hundred Dollars (\$100.00)	Per business day not supplied
14	Provide Training Materials and Trained Trainers at least 30 calendar days prior to the implementation of each project phase. (Reference Section A.4.n.)	One Hundred Dollars (\$100.00)	Per calendar day after failure to supply
15	Provide State-approved Support and Maintenance Plan within 60 days of Contract Period Beginning Date. (Reference Section A.4.p.)	One Hundred Dollars (\$100.00)	Per calendar day after failure to supply
16	Provide State-approved Final Project Report no later than 15 days prior to the Contract Period End Date. (Reference Section A.4.r.)	One Hundred Dollars (\$100.00)	Per calendar day after failure to supply

(Fill out only by selected Contractor)

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	
FEDERAL EMPLOYER IDENTIFICATION NUMBER (or Social Security number)	

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

CONTRACTOR SIGNATURE

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

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION

(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)

TREASURY DEPARTMENT GIFTS AND SOLICITATION POLICY

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

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

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

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

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

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