



**STATE OF TENNESSEE
CENTRAL PROCUREMENT OFFICE**

**REQUEST FOR QUALIFICATIONS
FOR
INFORMATION TECHNOLOGY PROJECTS (IT PROJECTS)**

RFQ # 32101-15100

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1. INTRODUCTION

The State of Tennessee, Department of General Services, 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 Respondents for contract award to provide the needed goods or services.

Through this RFQ or any subsequent solicitation, the State seeks to buy the requested goods or services at the most favorable, competitive prices and to give ALL qualified businesses, including those 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

1.1.1 This solicitation is partially a re-advertisement of RFP# 32101-13020 IT Projects. There were 18 specializations across 5 categories that were awarded in this RFP. There were 7 specializations that were not awarded as a part of the RFP, that are being re-advertised.

There have also been new specializations added, bringing the total number of specializations to twenty-two (22).

This will be an RFQ, whereas Wave 1 was conducted as an RFP. Any contract awarded from this RFQ will be governed by the provisions set forth in this RFQ, and not RFP #32101-13020.

Each Respondent meeting the minimum requirements specified by this solicitation and agreeing to a discount from its retail cost will be awarded a contract. Subsequent to the award of a contract resulting from this RFQ, each Respondent awarded a contract will be considered pre-qualified to submit Project Quotes on Statements of Work (SOW) from state agencies requesting professional services for IT projects. No project will exceed one million dollars (\$1,000,000.00). Projects include tasks such as analysis; planning; design; development; upgrades; onetime maintenance; installation; integration; and knowledge transfer.

IT project Technical Categories covered by the contracts will include:

- Application/System Development
- Data Management and Business Intelligence
- Information Security
- Strategic Planning

The Technical Categories are described in RFQ Attachment F, *pro forma* Contract Attachment B.

The services must be provided in accordance with the *Tennessee Information Resources Architecture*. State of Tennessee standard products are represented in the Specializations for the Technical Categories. The procuring State agency will identify the State of Tennessee standard products available for use in an IT project in the SOW. Contractors will not be allowed to deviate from State of Tennessee standard products in a Project Quote for an SOW. The State will not change or add State of Tennessee standard products based on the award of the IT Project Contracts or selection of a Contractor for an SOW.

A complete listing of State of Tennessee standard products is contained in the *Tennessee Information Resources Architecture*. Potential Respondents may request a copy of the *Tennessee Information Resources Architecture* by submitting a written request to the Solicitation Coordinator listed in RFQ Section 4.1.1. When a contract is executed pursuant to this RFQ, the *Tennessee Information Resources Architecture* will be included as Contract Attachment D.

A Respondent must support at least one (1) Technical Category and at least one (1) Specialization within that Technical Category to respond to this Solicitation. A Respondent does not have to support all Technical Categories and does not have to support all Specializations associated with a Technical Category to respond (see RFQ Attachment C for the specific requirements related to each Technical Category). In a Technical Category where

Specializations are State of Tennessee standard products, a Respondent that does not support State of Tennessee standard product(s) for that Technical Category, but supports a competitor's product must **NOT** respond based on providing services in that Technical Category. For example, if a Respondent provides CRM software services, but does not support Microsoft Dynamics, the company must not respond to this RFQ expecting to provide CRM software services; however, if that Respondent also supports Call Center Consulting, the Respondent may respond in the Application/System Development Technical Category.

Respondents should be aware that state agencies are not obligated to use an awarded Contractor for IT projects. A Contractor must provide the lowest quote conforming to the SOW to provide services. In addition, due to the dynamic nature of projects within State government, the State cannot predict the overall number of SOWs or the number of SOWs within a Technical Category/Specialization that will be issued. Therefore, the State makes no guarantees, either stated or implied, about the demand for resources provided through the awarded IT Project Contracts.

1.1.2 All statistical and fiscal information contained in this RFQ and its exhibits, including amendments and modifications thereto, are provided "as is", without warranty as to the accuracy or adequacy of the data or information so provided, and reflect the department's best understanding based on information or belief available to the department at the time of RFQ preparation. No inaccuracies in such data or information shall be a basis for delay in performance or a basis for legal recovery of damages, actual, consequential or punitive.

1.2. Pre-Response Conference

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

Multi-Media Room
WRS Tennessee Tower, 3rd Floor
312 Rosa L Parks Avenue
Nashville, TN 37243

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
Contractor-Owned Software	commercially available software the rights to which are owned by Contractor, including but not limited to commercial "off-the-shelf" software which is not developed using State's money or resources.
Custom-Developed Application Software	customized application software developed by Contractor solely for State.
Rights Transfer Application Software	any pre-existing application software owned by Contractor or a third party, provided to State and to which Contractor will grant and assign, or will facilitate the granting and assignment of, all rights, including the source code, to State.

Third-Party Software	software not owned by the State or the Contractor.
Work Product	all deliverables exclusive of hardware, such as software, software source code, documentation, planning, etc., that are created, designed, developed, or documented by the Contractor for the State during the course of the project using State's money or resources, including Custom-Developed Application Software. If the system solution includes Rights Transfer Application Software, the definition of Work Product shall also include such software.
Federal Tax Information ("FTI")	Federal Tax Information ("FTI") means any return or return information, as defined by I.R.C. § 6103(b)(2), received from the Internal Revenue Service or secondary source, such as the Social Security Administration, Federal Office of Child Support Enforcement, or Bureau of Fiscal Service. FTI includes any information created by the recipient that is derived from return or return information.

2. RFQ SCHEDULE OF EVENTS

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

EVENT	TIME (central time zone)	DATE (all dates are state business days)
1. RFQ Issued		October 6, 2015
2. Disability Accommodation Request Deadline	2:00 p.m.	October 9, 2015
3. Pre-response Conference	2:00 p.m.	October 15, 2015
4. Notice of Intent to Respond Deadline	2:00 p.m.	October 16, 2015
5. Written "Questions & Comments" Deadline	2:00 p.m.	October 23, 2015
6. State Response to Written "Questions & Comments"		November 10, 2015
7. Technical Response Deadline	2:00 p.m.	December 4, 2015
8. State Notice of Qualified Respondents Released		December 11, 2015
9. RFQ Cost Proposal Deadline (Only for Qualified Respondents)	2:00 p.m.	December 18, 2015
10. State Notice of Intent to Award Released <u>and</u> RFQ Files Opened for Public Inspection	2:00 p.m.	January 5, 2016
11. State sends contract to Contractor for signature		January 13, 2016
12. Respondent Contract Signature Deadline	2:00 p.m.	January 20, 2016

EVENT	TIME (central time zone)	DATE (all dates are state business days)
13. Anticipated Contract Start Date (anticipated date for contract to be fully executed and vendor to begin work)		February 1, 2016

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 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 included as part of this solicitation, then the Cost Proposal must be recorded on an exact duplicate of RFQ Attachment D, Cost Proposal & Evaluation Guide. Any response that does not follow the instructions included in RFQ Attachment D may be deemed nonresponsive.
- 3.1.4.3. A Respondent must only record the proposed cost exactly as required by the RFQ Attachment D, 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:

Trey Norris
 Department of General Services
 WRS Tennessee Tower, 3rd Floor
 312 Rosa L. Parks Ave., Nashville, TN 37243
trey.norris@tn.gov
 Telephone # 615-741-7148
 FAX # 615-741-0684

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 # 32101-15100 TECHNICAL RESPONSE ORIGINAL”

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

“RFQ # 32101-15100 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 # 32101-15100 COST PROPOSAL ORIGINAL”

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

“RFQ # 32101-15100 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 shall not:

- 3.4.1. Restrict the rights of the State or otherwise qualify the response to this RFQ;
- 3.4.2. Include, for consideration in this procurement process or subsequent contract negotiations, incorrect information that the Respondent knew or should have known was materially incorrect;
- 3.4.3. Include more than one response, per Respondent, to this RFQ;

- 3.4.4. Include any information concerning costs (in specific dollars or numbers) associated with the Technical Response;
- 3.4.5. Include the respondent's own contract terms and conditions (unless specifically requested by the RFQ); or
- 3.4.6. Include the respondent as a prime contractor while also permitting one or more other respondents to offer the respondent as a subcontractor in their own responses.

3.5. **Response Errors & Revisions**

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

3.6. **Response Withdrawal**

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

3.7. **Response Preparation Costs**

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

3.8. **Additional Services**

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

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

4. **GENERAL INFORMATION & REQUIREMENTS**

4.1. **Communications**

- 4.1.1. Respondents shall reference RFQ # 32101-15100 in all communications relating to this solicitation, and direct any such communications to the following person designated as the Solicitation Coordinator:

Trey Norris, Category Specialist
 Department of General Services
 WRS Tennessee Tower, 3rd Floor
 312 Rosa L. Parks Ave., Nashville, TN 37243
trey.norris@tn.gov
 Telephone # 615-741-7148
 FAX # 615-741-0684

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:
 - Richard VanNorman, Diversity Business Liaison
 - Central Procurement Office
 - 3rd Floor, William R Snodgrass, Tennessee Tower
 - 312 Rosa L. Parks Avenue
 - Nashville, TN 37243-1102
 - Telephone # 615-253-4654
 - FAX # 615-741-0684
 - Richard.vannorman@tn.gov

4.2. **Nondiscrimination**

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

4.3. **Conflict of Interest**

- 4.3.1. The State may not consider a proposal from an individual who is, or within the past six (6) months has been, a State employee. For these purposes,
 - 4.3.1.1. An individual shall be deemed a State employee until such time as all compensation for salary, termination pay, and annual leave has been paid;
 - 4.3.1.2. A contract with or a proposal from a company, corporation, or any other contracting entity in which a controlling interest is held by any State employee shall be considered to be a contract with or proposal from the employee; and
 - 4.3.1.3. A contract with or a proposal from a company, corporation, or any other contracting entity that employs an individual who is, or within the past six months has been, a State employee shall not be considered a contract with or a proposal from the employee and shall not constitute a prohibited conflict of interest.
- 4.3.2. This RFQ is also subject to *Tennessee Code Annotated*, Section 12-4-101.

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

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

4.9. **Assignment & Subcontracting**

- 4.9.1. The vendor may not subcontract, transfer, or assign any portion of the Contract awarded as a result of this RFQ without prior approval of the State. The State reserves the right to refuse approval, at its sole discretion, of any subcontract, transfer, or assignment.
- 4.9.2. If a Respondent intends to use subcontractors, the response to this RFQ must specifically identify the scope and portions of the work each subcontractor will perform (refer to RFQ Attachment B, Item B.13.).
- 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.

- 4.11. Only the State's official, written responses and communications with Respondents are binding with regard to this RFQ. Oral communications between a State official and one or more Respondents are unofficial and non-binding.
- 4.12. Potential Respondents must ensure that the State receives all written questions and comments, including questions and requests for clarification, no later than the Second Round Written Questions & Comments Deadline detailed in the RFQ Section 2, Schedule of Events.
- 4.13. Respondents must assume the risk of the method of dispatching any communication or response to the State. The State assumes no responsibility for delays or delivery failures resulting from the Respondent's method of dispatch. Actual or digital "postmarking" of a communication or response to the State by a specified deadline is not a substitute for the State's actual receipt of a communication or response.

- 4.14. The State reserves the right to determine, at its sole discretion, the method of conveying official, written responses and communications related to this RFQ. Such written communications may be transmitted by mail, hand-delivery, facsimile, electronic mail, Internet posting, or any other means deemed reasonable by the State. For internet posting, please refer to the following website: <http://tn.gov/generalservices/article/request-for-proposals-rfp-opportunities>
- 4.15. The State reserves the right to determine, at its sole discretion, the appropriateness and adequacy of responses to written comments, questions, and requests related to this RFQ. The State's official, written responses will constitute an amendment of this RFQ.
- 4.16. Any data or factual information provided by the State (in this RFQ, an RFQ amendment or any other communication relating to this RFQ) is for informational purposes only. The State will make reasonable efforts to ensure the accuracy of such data or information, however it is the Respondent's obligation to independently verify any data or information provided by the State. The State expressly disclaims the accuracy or adequacy of any information or data that it provides to prospective Respondents.
- 4.17. Notwithstanding the above, pro forma Contract section C.3 provides for limited service "change orders" without a formal Contract Amendment upon the documented mutual agreement by the Parties.

5. **PROCUREMENT PROCESS & CONTRACT AWARD**

- 5.1. The complete vendor selection will be a two-part process: (1) Technical Response and Evaluation (RFQ Attachments A, B, and C); and (2) a Cost Response (RFQ Attachment D). Any contract award is subject to successful contract negotiation.

The State may determine a Response to be non-responsive and ineligible for contract award if the Respondent fails to address all Response items, organize and properly reference the Technical Response and Evaluation Guide, or complete the Cost Response exactly as provided and required below. A Respondent is liable for any and all Response errors or omissions.

- 5.1.1. Technical Response and Evaluation Guide – The *Technical Response and Evaluation Guide* specific mandatory requirements for making a Response in response to this RFP. A Respondent must duplicate and use this Guide, completed with Response page numbers, to cover (as a table of contents), organize, reference, and complete the *Technical Response and Evaluation Guide* portion of the Response. All information and documentation included within a Response must address a specific requirement of the *Technical Response and Evaluation Guide* and must be clearly referenced. The State will deem any information not meeting these criteria to be extraneous and will not review it.

NOTICE: DO NOT include any pricing or cost information in any part of the Technical Response and Evaluation Guide. If a Respondent includes any pricing or cost information amount of any type (even pricing relating to other projects) within the Technical Response and Evaluation Guide, the state will deem the Response non-responsive and reject it.

- 5.1.2. Cost Response – A Respondent must use an exact duplicate of RFQ Attachment D, the *Cost Response Guide*, to record ONLY the proposed cost EXACTLY as indicated. The Cost Response must incorporate ALL costs for ALL services under the contract for the total contract period. A Respondent must NOT record any other rates, amounts, or information except that which is specifically required.

A Respondent must sign and date the completed Cost Response.

NOTICE: The state will deem the Response non-responsive and reject it if a Respondent fails to submit a Cost Response exactly as required.

- 5.2. 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.
- 5.2.1. 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.
- 5.2.2. 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
- 5.2.2.1. 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.
- 5.2.2.2. 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.

5.3. 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, Technical Qualifications, Experience & Approach (refer to RFQ Attachment B)	Pass/Fail
Technical Qualifications, Experience & Approach (refer to RFQ Attachment C)	Pass/Fail

- 5.4 The State intends to award a contract to each Respondent that meets the minimum qualifications for at least one Technical Category/Specialization and agrees to a discounted hourly rate. In the Respondent's awarded contract, the Respondent will be pre-qualified to provide professional services for IT projects in all Technical Categories/Specializations for which the Respondent meets the minimum qualifications.
- 5.5 To ensure sufficient competition on future SOWs issued under the awarded contracts, the State will not award contracts or issue SOWs for a Technical Category/Specialization for which there are less than three (3) pre-qualified Respondent/Contractors. The State will exercise the following, in any order, if less than three (3) Respondent/Contractors are pre-qualified for a Technical Category/Specialization at award of the initial RFQ or any point during the contract period.

- Re-advertise for the Technical Category/Specialization.

Under the initial RFQ, if there are less than three (3) pre-qualified Respondents for the Technical Category/Specialization, no Respondents will receive a contract for the Technical Category/Specialization. Respondents will have to bid on the re-advertised procurement for the Technical Category/Specialization.

At any point during the contract period, if there are less than three (3) Contractors for the Technical Category/Specialization, the remaining Contractor(s) for the Technical Category/Specialization will retain their contracts, but no SOWs will be issued for the Technical Category/Specialization until there are at least three (3) Contractors for the Technical Category/Specialization. Contractors will be allowed to complete any in-process SOW(s) for the Technical Category/Specialization. The State will re-advertise the procurement to select additional Contractor(s).

- Remove the Technical Category/Specialization.

Under the initial RFQ, if there are less than three (3) pre-qualified Respondents for the Technical Category/Specialization, no Respondents will receive a contract for the Technical Category/Specialization. The State will not re-advertise for the Technical Category/Specialization.

At any point during the contract period, if there are less than three (3) Contractors for the Technical Category/Specialization, existing contracts will be amended to remove the Technical Category/Specialization or canceled if the Contractor's contract is only for the removed Technical Category/Specialization. Contractors will be allowed to complete any in-process SOW(s) for the Technical Category/Specialization prior to contract amendment or cancellation.

- 5.6 After the initial award and during the contract period, the State will **not** award additional contracts for a Technical Category/Specialization with three (3) or more pre-qualified Contractors.
- 5.7 The process for selecting Contractors for individual Statements of Work and Project Quotes is as described in the RFQ Attachment F, *pro forma* Contract Sections A.2 and A.3.

ATTACHMENT A**TECHNICAL RESPONSE & EVALUATION GUIDE**

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

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

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 E) 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 (<i>e.g.</i> , 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.	<p>Provide documentation disclosing the amount of cash flows from operating activities for the Respondent's most current operating period. Said documentation must indicate whether the cash flows are positive or negative, and, if the cash flows are negative for the most recent operating period, the documentation must include a detailed explanation of the factors contributing to the negative cash flows.</p> <p>NOTICE: All persons, agencies, firms, or other entities that provide opinions regarding the Respondent's financial status <u>must</u> be properly licensed to render such opinions. The State may require the Respondent to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders the opinions.</p>	
<p><i>State Use – RFQ Coordinator Signature, Printed Name & Date:</i></p>			

ATTACHMENT B

TECHNICAL RESPONSE & EVALUATION GUIDE

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

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 each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
	B.10.	what extent it will impair the Respondent's performance in a contract pursuant to this RFQ. NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders such opinions.
	B.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 statement of whether the Respondent intends to use subcontractors to accomplish the work required by this RFQ, and if so, detail: (a) the names of the subcontractors along with the contact person, mailing address, telephone number, and e-mail address for each; (b) a description of the scope and portions of the work each subcontractor will perform; <u>and</u> (c) a statement specifying that each proposed subcontractor has expressly assented to being proposed as a subcontractor in the Respondent's response to this RFQ.
	B.14.	Provide documentation of the Respondent's commitment to diversity as represented by the following: (a) <u>Business Strategy</u> . Provide a description of the Respondent's existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, Tennessee service-disabled veterans, and small business enterprises. Please also include a list of the Respondent's certifications as a diversity business, if applicable. (b) <u>Business Relationships</u> . Provide a listing of the Respondent's current contracts with business enterprises owned by minorities, women, Tennessee service-disabled veterans and small business enterprises. Please include the following information: (i) contract description; (ii) contractor name and ownership characteristics (i.e., ethnicity, gender, Tennessee service-disabled); and (iii) contractor contact name and telephone number. (c) <u>Estimated Participation</u> . Provide an estimated level of participation by business enterprises owned by minorities, women, Tennessee service-disabled veterans, and small business enterprises if a contract is awarded to the Respondent pursuant to this RFP. Please include the following information: (i) a percentage (%) indicating the participation estimate. (Express the estimated participation number as a percentage of the total estimated contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics only and DO 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. NOTE: In order to claim status as a Diversity Business Enterprise under this contract,

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<p>businesses must be certified by the Governor's Office of Diversity Business Enterprise (Go-DBE). Please visit the Go-DBE website at https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9265 for more information.</p> <p>(d) <u>Workforce</u>. Provide the percentage of the Respondent's total current employees by ethnicity and gender.</p> <p>NOTE: Respondents that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and subcontractors. Response evaluations will recognize the positive qualifications and experience of a Respondent that does business with enterprises owned by minorities, women, Tennessee service-disabled veterans and small business enterprises and who offer a diverse workforce.</p>
	B.15.	<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 five-year period. If so, provide the following information for all current and completed contracts:</p> <p>(a) the name, title, telephone number and e-mail address of the State contact responsible for the contract at issue;</p> <p>(b) the name of the procuring State agency;</p> <p>(c) a brief description of the contract's specification for goods or scope of services;</p> <p>(d) the contract term; and</p> <p>(e) the contract number.</p> <p>NOTES:</p> <ul style="list-style-type: none"> ▪ 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.15 of this RFQ.
	B.16.	<p>Provide written confirmation that the Respondent has offices physically located within the continental United States, and is fully capable of complying with the State's requirements regarding on-site and off-site work expressed in RFQ Attachment F, <i>pro forma</i> Contract.</p>
	B.17.	<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> <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> <ul style="list-style-type: none"> ▪ has within a three (3) year period preceding the contract had one or more public

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		transactions (federal, state, or local) terminated for cause or default.
<i>State Use – Evaluator Identification:</i>		

ATTACHMENT C

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH. The Respondent should explain its approach to providing goods or services to the State. The items listed below represent specific questions the State would request you answer in your response. For ease of review, please annotate your explanation so that it contains references to the items listed below where they are addressed. This section contains the requirements for pre-qualification of Specializations within a Technical Category. **A Respondent must support at least one (1) Specialization within a Technical Category to respond to this Solicitation. A Respondent may submit evidence and seek pre-qualification for multiple Technical Categories/Specializations.**

The Respondent must provide all requested evidence for each Specialization for which the Respondent is seeking pre-qualification and put the page number where the evidence is located in the Page # field.

The Respondent should put "NA" in the Page # field for Specializations for which the Respondent is **not** requesting pre-qualification.

Prior to State evaluation of Technical Response and Evaluation Guide, the RFQ Coordinator will review each Response for compliance with all RFQ requirements, including but not limited to:

- The Response must be delivered to the State no later than the Response Deadline.
- The Technical Response Evaluation Guide and the Cost Response must be packaged separately as required.
- The Technical Response and Evaluation Guide must NOT contain cost or pricing information of any type.
- The Response must NOT contain any qualification, limitation, or other restrictions.

The Response Evaluation Team will, then, review the General and Technical Responses to determine if the mandatory requirement items are addressed as required and that it documents that the Respondent meets each mandatory qualification and experience requirement for the specialization(s) they seek and is otherwise, at least, minimally acceptable as a contractor for the subject services.

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items
	C.1.	Provide a narrative that illustrates the Respondent's understanding of the State's requirements and expectations from a vendor under this contract.
	C.2.	For each specialization for which the Respondent is seeking pre-qualification, provide three or more descriptions (750 words or less each) of engagements that demonstrate the Respondent's qualifications. This description should outline the tasks performed such as development, design, customization, upgrade, installation, integration, implementation, training, one-time maintenance, data conversion, knowledge transfer, coding implementation, QA planning, security/ risk assessment, etc. The descriptions provided should always include client name, client contract info, number of users, project date(s), and any other information important for the State to know to understand the vendor's role and scope of the engagement.
Assumptions:		
NOTE THAT THE FOLLOWING ASSUMPTIONS APPLY TO SECTION C.3-C.24, UNLESS OTHERWISE NOTED:		
-Multiple engagements may be provided for the same client as long each engagement was separate and distinct.		
-Separate phases of the same project are not considered separate and distinct engagements (with the exception of C.3 and C.6.		

-Engagements must not be for the Respondent's company or a subcontractor company identified in Technical Response Guide, B.13. (with the exception of the specialization in Category 4- Information Security)	
Technical Category 1 – Application Development	
C.3.	<p>Microsoft Dynamics CRM Deployment & Integration Specialization</p> <p>Provide written confirmation for the following two (2) items:</p> <p>Respondent and/or subcontractor(s) identified in Technical Response Guide, B.13. employ at least three(3) consultants who hold Microsoft Specialist certification(s) for Microsoft Dynamics products certification; written confirmation must be in the form of a minimum of three (3) consultant certificates for three current employees of the Respondent or a subcontractor identified in B.13.</p> <p>and</p> <p>Respondent and/or subcontractor(s) identified in Technical Response Guide, B.13. have provided Microsoft Dynamics CRM Deployment and Integration-related services to a minimum of three (3) organizations with a minimum of two hundred (200) Microsoft Dynamics CRM users within the past five (5) years; written confirmation must be provided for three (3) or more engagements in the form of the brief description outlined in Section C.2.above.</p>
C.4.	<p>Red Hat JBoss Specialization</p> <p>Provide written confirmation for the following item:</p> <p>Respondent and/or subcontractor(s) identified in Technical Response Guide, B.13. have provided Red Hat JBoss-related services to a minimum of three (3) organizations with a minimum of five hundred (500) users of the application hosted on Red Hat JBoss within the past five (5) years; written confirmation must be provided for three (3) or more engagements in the form of the brief description outlined in Section C.2. above.</p>
C.5.	<p>IBM WebSphere Specialization</p> <p>Provide written confirmation for the following item:</p> <p>Respondent and/or subcontractor(s) identified in Technical Response Guide, B.13. have provided IBM WebSphere-related services to a minimum of three (3) organizations with a minimum of five hundred (500) users of the application hosted on IBM WebSphere within the past five (5) years; written confirmation must be provided for three (3) or more engagements in the form of the brief description outlined in Section C.2. above.</p>
C.6.	<p>Microsoft Dynamics CRM Development & Customization Specialization</p> <p>Provide written confirmation for the following two (2) items:</p> <p>Respondent and/or subcontractor(s) identified in Technical Response Guide, B.13. employ at least three(3) consultants who hold Microsoft Specialist certification(s) for Microsoft Dynamics products certification; written confirmation must be in the form of a minimum of three (3) consultant certificates for three current employees of the Respondent or a subcontractor identified in B.13.</p> <p>and</p> <p>Respondent and/or subcontractor(s) identified in Technical Response Guide, B.13. have provided Microsoft Dynamics CRM Development and Customization-related services to a minimum of three (3) organizations with a minimum of one hundred fifty (150) Microsoft Dynamics CRM users within the past five (5) years; written confirmation must be provided for three (3) or more engagements in the form of the brief description outlined in Section C.2. above.</p>
C.7.	IBM Mainframe Application Development Specialization

		<p>Provide written confirmation for the following item:</p> <p>Respondent and/or subcontractor(s) identified in Technical Response Guide, B.13. have provided IBM Mainframe Application Development-related services to a minimum of three (3) organizations with more than five thousand (5,000) employees and a minimum of one thousand (1,000) total users of all IBM Mainframe Applications within the past five (5) years;</p> <p>written confirmation must be provided for three (3) or more engagements in the form of the brief description outlined in Section C.2. above.</p>
	C.8.	<p>Call Center Consulting Specialization</p> <p>Provide written confirmation for the following item:</p> <p>Respondent and/or subcontractor(s) identified in Technical Response Guide, B.13. have provided Call Center Consulting-related services to a minimum of three (3) organizations with a call center handling at least one thousand (1,000) customer contacts per month within the past five (5) years;</p> <p>written confirmation must be provided for three (3) or more engagements in the form of the brief description outlined in Section C.2. above.</p>
	C.9.	<p>Solution and Data Architecture Specialization</p> <p>Provide written confirmation for the following item:</p> <p>Respondent and/or subcontractor(s) identified in Technical Response Guide, B.13. have provided Solution and Data Architecture-related services to a minimum of three (3) organizations with a minimum of thirty (30) business solutions and associated Data in the organization-wide Architecture within the past five (5) years;</p> <p>written confirmation must be provided for three (3) or more engagements in the form of the brief description outlined in Section C.2. above.</p>
	C.10.	<p>Service Oriented-Architecture (SOA) Specialization</p> <p>Provide written confirmation for the following item:</p> <p>Respondent and/or subcontractor(s) identified in Technical Response Guide, B.13. have provided Service-Oriented Architecture-related services to a minimum of three (3) organizations with a minimum of twenty (20) business services in active use in the organization's Service-Oriented Architecture implementation within the past five (5) years;</p> <p>written confirmation must be provided for three (3) or more engagements in the form of the brief description outlined in Section C.2. above.</p>
	C.11.	<p>Oracle Hyperion Development and Implementation Specialization</p> <p>Provide written confirmation for the following two (2) items:</p> <p>Respondent and/or subcontractor(s) identified in Technical Response Guide, B.13. are a Hyperion-certified reseller and an Oracle Platinum Partner. Written confirmation for this must be a letter from Oracle indicating the reseller's status.</p> <p>and</p> <p>Respondent and/or subcontractor(s) identified in Technical Response Guide, B.13. have provided Oracle Hyperion Development and Implementation-related services to a minimum of three (3) organizations with more than five thousand employees (5,000) and a minimum of five hundred (500) Oracle Hyperion Development and Implementation application users within the past five (5) years;</p> <p>written confirmation must be provided for three (3) or more engagements in the form of the brief description outlined in Section C.2. above.</p>
	C.12.	<p>PHP Programming Specialization</p> <p>Provide written confirmation for the following item:</p>

		<p>Respondent and/or subcontractor(s) identified in Technical Response Guide, B.13. have provided PHP Programming-related services to a minimum of three (3) organizations with a minimum of one thousand (1,000) PHP Programming-related application users (external users, such as website visitors, may be counted) within the past five (5) years;</p> <p>written confirmation must be provided for three (3) or more engagements in the form of the brief description outlined in Section C.2. above. This brief description should also contain the URL for any PHP websites currently in production developed and implemented as a part of the listed engagements.</p>
Technical Category 2 – Data Management and Business Intelligence		
	C.13.	<p>MySQL Database Specialization</p> <p>Provide written confirmation for the following item:</p> <p>Respondent and/or subcontractor(s) identified in Technical Response Guide, B.13. have provided MySQL Database-related services to a minimum of three (3) organizations with a minimum of one hundred (100) MySQL Database based application users within the past five (5) years;</p> <p>written confirmation must be provided for three (3) or more engagements in the form of the brief description outlined in Section C.2. above.</p>
	C.14.	<p>Business Objects Specialization</p> <p>Provide written confirmation for the following item:</p> <p>Respondent and/or subcontractor(s) identified in Technical Response Guide, B.13. have provided Business Objects-related services to a minimum of three (3) organizations with a minimum of five hundred (500) Business Objects application users within the past five (5) years;</p> <p>written confirmation must be provided for three (3) or more engagements in the form of the brief description outlined in Section C.2. above.</p>
	C.15.	<p>SAS Specialization</p> <p>Provide written confirmation for the following item:</p> <p>Respondent and/or subcontractor(s) identified in Technical Response Guide, B.13. have provided SAS-related services to a minimum of three (3) organizations with a minimum of five hundred (500) SAS application users within the past five (5) years;</p> <p>written confirmation must be provided for three (3) or more engagements in the form of the brief description outlined in Section C.2. above.</p>
	C.16.	<p>Online Transactional/Analytical Processing (OLAP and OLTP) Data Structures and Design Specialization</p> <p>Provide written confirmation for the following item:</p> <p>Respondent and/or subcontractor(s) identified in Technical Response Guide, B.13. have provided OLAP and OLTP Data Structures and Designs-related services to a minimum of three (3) organizations with a minimum of five hundred (500) OLTP application users and/or a minimum of one hundred (100) OLAP application users within the past five (5) years;</p> <p>written confirmation must be provided for three (3) or more engagements in the form of the brief description outlined in Section C.2. above.</p>
	C.17.	<p>IBM Information Management Systems (IMS) Database (and supported options) Specialization</p> <p>Provide written confirmation for the following item:</p> <p>Respondent and/or subcontractor(s) identified in Technical Response Guide, B.13. have provided IBM IMS Database-related services to a minimum of three (3) organizations with a minimum of one thousand (1,000) IBM IMS Database application users within the past five (5) years;</p>

		written confirmation must be provided for three (3) or more engagements in the form of the brief description outlined in Section C.2. above.
	C.18. Identity Access Management (IAM) Solutions Specialization	<p>Provide written confirmation for the following item:</p> <p>Respondent and/or subcontractor(s) identified in Technical Response Guide, B.13. have provided Identity Access Management Solutions-related services to a minimum of three (3) organizations with more than one thousand five hundred (1,500) identities active in <u>the</u> Identity Access Management system within the past five (5) years;</p> <p>written confirmation must be provided for three (3) or more engagements in the form of the brief description outlined in Section C.2. above.</p>
	C.19. Apache Solr Specialization	<p>Provide written confirmation for the following item:</p> <p>Respondent and/or subcontractor(s) identified in Technical Response Guide, B.13. have provided Apache Solr-related services to a minimum of three (3) organizations with a minimum of one thousand five hundred (1,500) Apache Solr users within the past five (5) years;</p> <p>written confirmation must be provided for three (3) or more engagements in the form of the brief description outlined in Section C.2. above. This brief description should also contain the URL for any websites utilizing Solr currently in production that were developed and implemented as a part of the listed engagements</p>
	C.20. Data Masking Specialization	<p>Provide written confirmation for the following item:</p> <p>Respondent and/or subcontractor(s) identified in Technical Response Guide, B.13. have provided Data Masking-related services to a minimum of three (3) organizations with more than five hundred (500) employees and at least one application with twenty (20) or more relational database tables to be masked within the past five (5) years;</p> <p>written confirmation must be provided for three (3) or more engagements in the form of the brief description outlined in Section C.2. above.</p>
Technical Category 4 – Information Security		
<p>Respondent must show evidence for the following levels of consultants for each of the Information Security Specializations listed in items RFQ Attachment F, <i>pro forma</i> Contract Attachment B, Technical Category 4:</p> <p>Level II - From five (5) to less than ten (10) years of experience; Level III - From ten (10) to less than fifteen (15) years of experience; Level IV - Fifteen (15) or more years of experience.</p>		
	C.21. Application Security Design Specialization	<p>Provide written confirmation for the following two (2) items:</p> <p>Respondent and/or subcontractor(s) identified in Technical Response Guide, B.13. employs at least six (6) Level II, Level III, and/or Level IV consultants with information security-related experience and knowledge of networking and tools and techniques used to perform tasks such as code review and vulnerability assessments; written confirmation must be in the form of a minimum of two (2) consultant resumes per Level, listing the years of experience for each consultant. Resumes for consultants having more experience than required for a Level may be submitted to represent a consultant for that Level, e.g., a consultant with eleven (11) years of experience may be submitted to represent a Level II consultant, as long as a total of six (6) resumes for different consultants are submitted. The resumes must include names and be for current employees of the Respondent or a subcontractor identified in B.13.</p>

		<p><u>And either of the following:</u></p> <p>a. Respondent and/or subcontractor(s) identified in Technical Response Guide, B.13. have provided application security design services to a minimum of three (3) organizations with more than seven thousand five hundred (7,500) employees within the past five (5) years;</p> <p><i>or</i></p> <p>b. Respondent and/or subcontractor(s) identified in Technical Response Guide, B.13. have provided application security design services on a minimum of three (3) public websites/web applications that receive at least twenty-five thousand (25,000) visits per day within the past five (5) years;</p> <p>written confirmation must be provided for three (3) or more engagements in the form of the brief description outlined in Section C.2. above.</p>
Technical Category 5 – Strategic Planning		
	C.22.	<p>Setting Up Project Management Office (PMO) Specialization</p> <p>Provide written confirmation for the following item:</p> <p>Respondent and/or subcontractor(s) identified in Technical Response Guide, B.13. have set up a Project Management Office (PMO) similar to the description in RFQ Attachment F, <i>pro forma</i> Contract Attachment B, Technical Category 5, Specialization e. to a minimum of three (3) organizations with a project portfolio of either or both of the following within the past five (5) years:</p> <p>a. at least five (5) concurrently active projects</p> <p><i>or</i></p> <p>b. at least three (3) contracts with values of over five million dollars (\$5,000,000)</p> <p>written confirmation must be provided for three (3) or more engagements in the form of the brief description outlined in Section C.2. above.</p>
	C.23.	<p>Setting Up Quality Assurance (QA) Practices Specialization</p> <p>Provide written confirmation for the following item:</p> <p>Respondent and/or subcontractor(s) identified in Technical Response Guide, B.13. have set up Quality Assurance (QA) Practices similar to the description in RFQ Attachment F, <i>pro forma</i> Contract Attachment B, Technical Category 5, Specialization f. to a minimum of three (3) organizations with either or both of the following within the past five (5) years:</p> <p>a. At least two (2) concurrently active long-term (greater than 12 months) projects;</p> <p><i>or</i></p> <p>b. At least four (4) concurrently active short-term (3-6 months, e.g. Agile) projects;</p> <p>written confirmation must be provided for three (3) or more engagements in the form of the brief description outlined in Section C.2. above.</p>
	C.24.	<p>Learning and Knowledge Management Solutions Specialization</p> <p>Provide written confirmation for the following item:</p> <p>Respondent and/or subcontractor(s) identified in Technical Response Guide, B.13. have provided Learning and Knowledge Management Solutions similar to the description in RFQ Attachment F, <i>pro forma</i> Contract Attachment B, Technical Category 5, Specialization g. to a minimum of three (3) organizations with more than two thousand five hundred (2,500) employees within the past five (5) years;</p> <p>written confirmation must be provided for three (3) or more engagements in</p>

		the form of the brief description outlined in Section C.2. above.
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ATTACHMENT D

Cost Proposal & Evaluation Guide

For Qualified Respondents Only

COST RESPONSE GUIDE

NOTICE: THE COST RESPONSE MUST BE COMPLETED EXACTLY AS REQUIRED

COST RESPONSE SCHEDULE – The Cost Response Items, detailed below, shall be utilized solely to calculate the maximum cost that can be quoted on any individual SOW project by the Respondent if awarded a Contract. The Items will not be used to determine the Respondents who are awarded Contracts. However, the State reserves the right to negotiate with the Respondent in accordance with RFQ Section 5.2.

This cost evaluation in RFQ Attachment D will establish maximum costs for the Items that will be used to calculate the maximum cost that the Respondent can be bid for the firm, fixed cost for an SOW as described in Attachment F *pro forma* Contract Section A.3. The maximum cost (discounted estimated retail project cost) for each SOW quote shall be determined using Table 1 Price Catalog as described in *pro forma* Contract Section A.3.h.v.

The Cost Response shall remain valid for at least 120 days subsequent to the date of the Cost Response 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 Respondent must complete all rows and columns in Table 1 Price Catalog using the following instructions:

The column labeled “Item” should include any and all items that could potentially constitute a component of a full retail price quote. This should include labor rates or any other cost item that the Respondent would typically provide for services pertaining to the Technical Category(ies)/Specialization(s) being bid. All labor rates must be fully loaded to include all administrative, ancillary, travel, and expense costs. The State agencies procuring services will not pay separate costs for these items.

The column labeled “Unit Price” is the cost of the item listed in that row.

The column labeled “Price Basis” is the cost basis (per hour, per day, etc.) of Item listed in that row.

The column labeled “Applicable to *pro forma* Contract Attachment B Technical Category/Specialization” is (are) the Technical Category(ies)/Specialization(s) from Table 2 for which the Item can apply.

Table 1 Price Catalog

	Item	Unit Price	Price Basis	Applicable to <i>pro forma</i> Contract Attachment B Technical Category/Specialization*
Example	IBM Senior Consultant	\$ 100.00	Per Hour	1h,1k, 2j
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
	(Repeat rows as necessary for all potential Items)			

The Respondent must enter "Yes" or "No" in the "Bidding on This" column for each Technical Category/Specialization row to indicate whether the Respondent is bidding on the Technical Category/Specialization. This will also serve as a legend for the last column in Table 1.

Table 2 Specializations

Contract Attachment B Technical Category/Specialization	Technical Category	Specialization	Bidding on This (Y/N)
1.d.	Application/System Development	Microsoft Dynamics CRM Deployment & Integration	
1.g.	Application/System Development	Red Hat JBoss	
1.h.	Application/System Development	IBM WebSphere	
1.j.	Application/System Development	Microsoft Dynamics CRM Development & Customization	
1.k.	Application/System Development	IBM Mainframe Application Development	
1.l.	Application/System Development	Call Center Consulting	
1.m.	Application/System Development	Solution and Data Architecture	
1.n.	Application/System Development	Service-Oriented Architecture	
1.o.	Application/System Development	Oracle Hyperion Development & Implementation	
1.p.	Application/System Development	PHP Programming	
2.c.	Data Management & Business Intelligence	MySQL Database (and supported options)	
2.e.	Data Management & Business Intelligence	Business Objects	
2.h.	Data Management & Business Intelligence	SAS	
2.i.	Data Management & Business Intelligence	Online Transactional/Analytical Processing (OLAP and OLTP) Data Structures and Design	
2.j.	Data Management & Business Intelligence	IBM Information Management Systems (IMS) Database (and supported options)	
2.k.	Data Management & Business Intelligence	Identity Access Management (IAM) Solutions	
2.l.	Data Management & Business Intelligence	Apache Solr	
2.m.	Data Management & Business Intelligence	Data Masking	
4.c.	Information Security	Application Security System Design	
5.e.	Strategic Planning	Setting Up Project Management Office (PMO)-	
5.f.	Strategic Planning	Setting Up Quality Assurance (QA) Practices	
5.g.	Strategic Planning	Learning and Knowledge Management Solutions	

This Cost Response must be signed by an individual empowered to legally bind the proposing entity to the provisions of this RFQ 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 contractually bind the proposing entity.

RESPONDENT SIGNATURE & DATE:

PRINTED NAME & TITLE:

RESPONDENT LEGAL ENTITY NAME:

ATTACHMENT E**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:

RFQ # 32101-15100 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,
DEPARTMENT OF GENERAL SERVICES
AND
CONTRACTOR NAME**

This Contract, by and between the State of Tennessee, Department of General Services, Central Procurement Office ("State") and **Contractor Legal Entity Name** ("Contractor"), is for the provision of Information Technology (IT) Projects professional services, as further defined in the "SCOPE." State and Contractor may be referred to individually as a "Party" or collectively as the "Parties" to this Contract.

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

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

Contractor Edison Registration ID # **Number**

A. SCOPE:

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

A.2. Summary of Services.

a. Through this Information Technology (IT) Projects Contract, State agencies shall obtain professional services for IT projects that include tasks such as analysis, planning, design, development, testing, upgrades, maintenance, installation, and integration. IT projects will include the following Technical Categories:

- Application/System Development
- Data Management and Business Intelligence
- Information Security
- Strategic Planning

See Contract Attachment B for additional information regarding each Technical Category and associated Specializations.

b. For each IT project, pre-qualified IT Projects Contractors shall provide a Project Quote for a Statement of Work (SOW) that describes the services the procuring State agency is seeking. The SOW shall be developed and issued by the procuring State agency. The SOW process shall be competitive as described in Contract Section A.3 and shall result in the selected Contractor providing the requested services. The procuring State agency and the selected Contractor shall enter into a Task Order (TO) agreement for the services. See Contract Attachment C Draft Task Order.

c. The Contractor shall be pre-qualified for one or more Technical Categories/Specializations. See Contract Attachment F Pre-Qualified Technical Category(ies)/Specialization(s). The procuring State agency shall issue the SOW to all Contractors who are pre-qualified for the Technical Category(ies)/Specialization(s) identified in the SOW. If an SOW is issued for multiple Technical Category(ies)/Specialization(s), three (3) or more Contractors must be individually pre-qualified for the multiple Technical Category(ies)/Specialization(s). Contractors shall not team on a Project Quote in response to an SOW issued for multiple Technical Category(ies)/Specialization(s).

d. As the administrator and provider of the State of Tennessee's Information Technology infrastructure and standards, the Department of Finance and Administration Office for Information Resources (OIR) shall pre-approve all SOWs prior to issuance.

OIR pre-approval shall be documented in the SOW; if the Contractor receives an SOW with no indication of OIR pre-approval, the Contractor shall contact OIR to confirm whether an SOW has been pre-approved before submitting a response to the SOW.

This Section A.2.d. only applies to State of Tennessee agencies. Other entities, such as local governments, do not require OIR pre-approval.

- e. This Contract shall **not** be used to procure:
 - i. Staff augmentation services
 - ii. Hardware, including appliances
 - iii. Commercial Off-the-Shelf (COTS) packages
 - iv. Software licenses without accompanying services
 - v. Software maintenance fees, except for purchase with initial software licenses
 - vi. Ongoing Services, such as ongoing maintenance, system administration, hosting services, ongoing network monitoring, or production operation services
 - vii. Standardized Training Courses
- f. This Contract shall **not** be used for ongoing maintenance; however, SOWs may include knowledge transfer, training, guidance, and mentoring of State agency support staff to enable such staff to provide ongoing support for the applications or systems internally.

A.3. SOW and Project Quote Process.

- a. At a procuring State agency's request, the Contractor will provide the services to accomplish the requirements detailed in the SOW. This Contract is limited to IT projects that are one million dollars (\$1,000,000.00) or less. The actual monetary cap for a project will be defined in the SOW ("SOW Monetary Cap"). An IT project may **not** be divided into multiple SOWs to circumvent the SOW Monetary Cap applicable to the IT project.
- b. In the SOW, the procuring State agency will describe the project's requirements and the desired deliverables, and recommended skill sets required to complete the projects. The Contractor will provide a detailed "Project Quote" for the SOW that describes how the Contractor will accomplish the project within the anticipated time frame and total cost limitations.
- c. The Contractor shall make task assignments and define and manage the Contractor personnel work schedules with the goal of accomplishing the procuring State agency's requirements in a timely fashion. The Contractor agrees to bring to bear additional resources as necessary to accomplish the project within the timeframes stated in the SOW, at no additional cost to the procuring State agency.
- d. The procuring State agency has the right to request on-site or off-site work as the procuring State agency deems necessary. The procuring State agency will specify the location where the project work will be performed in the SOW. In general, the procuring State agency may allow development work to be performed off-site, which includes off-shore, but most other tasks will require some, if not all, on-site work.
- e. Standard State of Tennessee work schedules are based on a Monday through Friday thirty seven and one-half (37.5) hour workweek, typically comprised of five (5) seven and one-half (7.5) hour workdays, between the hours of 8:00 a.m. CST and 4:30 p.m. CST, excluding State of Tennessee holidays. Much of the on-site work performed under this Contract will occur during the standard State of Tennessee work schedule. However, at the procuring State agency's discretion and with pre-approval, some projects may require tasks to be performed on weekends, State of Tennessee holidays, and/or at off-hours Monday through Friday. The SOW will denote such non-standard work schedule tasks, where possible.
- f. Statement of Work.

The SOW will include the following:

- i. Technical Category(ies)/Specialization(s)
 - ii. Description of the project including all requirements that must be met; requirements may include additional Contractor qualifications for specialized projects.
 - iii. Anticipated project begin and end dates.
 - iv. Required deliverables.
 - v. Location(s) where project work will be performed, including the use of onsite, offsite, and offshore resources at the procuring State agency's discretion.
 - vi. Hardware and software provided by the procuring State agency, if applicable.
 - vii. Availability of State agency staff (if any) to assist with the project effort.
 - viii. Format and requirements for the Project Quote, including details for a fixed priced payment methodology (i.e., phased, deliverable, and/or lump-sum to be paid upon completion); a payment methodology will not be based solely on hourly rates; hourly rates may be included only when the potential for change orders to fixed price items exists in the SOW.
 - ix. Project Quote delivery requirements.
 - x. SOW number to facilitate tracking.
 - xi. SOW schedule, including the written clarification deadline and Project Quote deadline.
 - xii. SOW Monetary Cap
 - xiii. OIR pre-approval. (State of Tennessee agencies only)
 - xiv. Other information deemed necessary by the procuring State agency.
- g. SOW Schedule.

Each SOW will specify the deadline for the Contractor to provide a Project Quote. This deadline will be no less than ten (10) business days, but it may be longer at the procuring State agency's discretion. The SOW will also specify the deadline by which the Contractor may seek written clarifications of the work involved. The procuring State agency will provide responses to such clarifications in writing and distribute the responses to all pre-qualified IT Project Contractors for the associated Technical Category.

- h. Project Quote.

The Contractor will submit a Project Quote, which will include the following items:

- i. A description of the Contractor's approach to meet the SOW requirements and provide the requested services, at the level of detail requested in the SOW.
- ii. A project work plan that accomplishes the project within the procuring State agency specified timeframe, detailing all tasks to be performed. This work plan shall include a Complete Contractor staffing plan, showing Contractor personnel certifications and resource loading, along with indications of any and all State agency personnel effort required to complete the project. The same personnel may be simultaneously engaged to perform services under multiple IT Project Contract SOWs; however, the Contractor agrees to provide adequate staff in accordance with A.3.c.
- iii. Any Contractor assumptions on which the Project Quote is based. These assumptions cannot conflict with or seek to delete the terms and provisions of the Contract. In the event of a conflict, the Contract will prevail. Note: The

Contractor shall **not** include its own terms and conditions as a part of the Project Quote.

- iv. A firm, fixed total price that covers **all** costs, including, but not limited to, manpower, administrative fees, and travel, to accomplish the project. This total price will be the maximum amount of compensation that can be paid to the Contractor under this SOW; regardless of the resources required, the Contractor may charge the procuring State agency no more than this total price to complete the project. The total price and associated cost item(s) must meet the following:
 - (A) The cost item(s) submitted must correspond exactly to the cost item(s) format included in the SOW.
 - (B) The Contractor must enter costs for **all** requested cost item(s). The Contractor must not leave a cost item blank. The Contractor may enter zero in a cost item if the Contractor does not intend to charge the procuring State agency for the item.
 - (C) The total price must be **less than** the SOW Monetary Cap and less than or equal to the discounted estimated retail project cost as described in Contract Section A.3.h.v.
- v. An estimated project cost calculated using the Unit Price and the estimated quantity of each Item required for the project from Contract Attachment E, Price Catalog, i.e., what the project cost would be if billed at the current maximum hourly rate. This will also be used to validate that the firm, fixed cost submitted in Contract Section A.3.h.iv. is less than or equal to the Contractor's catalog cost.

This estimated project cost shall be solely for comparison purposes and shall not be used for any billing purposes whatsoever in terms of costs or utilization of components.
- vi. Other information as required by the SOW.

i. Evaluation of Project Quote.

- i. After the Project Quote Deadline, the procuring State agency will review the submitted Project Quotes, comparing each Contractor's Project Quote to the SOW requirements. The Contractor submitting the lowest-priced Project Quote conforming to the SOW will be selected to provide the services.
- ii. The procuring State agency may request written clarification of the Contractor's Project Quote during the review process.
- iii. The procuring State agency will communicate the Contractor selected, in writing, to all IT Projects Contractors that submitted a Project Quote.
- iv. If Project Quote(s) that are lower than the selected Contractor's Project Quote were received, the procuring State agency must document reason(s) why such Project Quote(s) do not conform to the SOW and were not selected. Such reason(s) include, but are not limited to, failure to comply with one or more of the following:
 - (A) The Project Quote must be delivered by the Project Quote Deadline specified in the SOW.
 - (B) The Project Quote must meet all requirements defined in the SOW.
 - (C) The Project Quote must not include Contractor terms and conditions or seek to delete or alter the terms and provisions of the Contract.
 - (D) The total price and associated cost item(s) provided in the Project Quote must meet Contract Sections A.3.h.iv (and subsections) and A.3.h.v.
- v. The procuring State agency shall cancel the SOW if no Project Quotes meeting the SOW requirements are received.

j. Task Order – General Instructions.

After the procuring State agency has determined the selected Contractor for the SOW, the procuring State agency will develop a Task Order (TO) binding the Contractor to the terms of the Contract. No terms and conditions shall be added to the TO. See Contract Attachment C Draft Task Order. Prior to the Contractor beginning work on the IT project, all required signatures must be obtained for the TO, including Contractor TO signatory(ies), the procuring State agency's TO signatory(ies), and appropriate State officials in accordance with applicable Tennessee laws and regulations. The procuring State agency will only sign the TO and will not sign any Contractor documents related to the project. A fully executed TO, containing all required signatures, authorizes the Contractor to provide the requested services. The procuring State agency shall not be liable to pay the Contractor for any work performed prior to the Contractor's receipt of a fully executed TO.

The TO will fix the maximum amount of money to be paid in compensation for the services requested on a particular SOW (the "TO Project Price"). This amount cannot be exceeded without a TO amendment. Such a TO amendment, if deemed necessary by the procuring State agency, must be within the scope of the associated SOW. The TO amendment will increase the maximum potential compensation due the Contractor for the work in question, and possibly extend the SOW Project End Date. The TO amendment will require the same signatures as the original TO.

The TO Project Price shall cover all costs, including, but not limited to, manpower, administrative costs, and travel, required to complete the services and deliverables in the project as specified. The TO Project Price can only be increased by TO amendment, and the total increase, whether increased by a single TO amendment or multiple TO amendments cannot exceed seven percent (7%) of the original TO Project Price. Regardless of the foregoing, the TO Project Price, whether or not amended, must not exceed one million dollars (\$1,000,000.00). At the procuring State agency's option, the end date of the project may be extended by TO amendment.

See Contract Attachment C for a draft of the TO document. Procuring State agency signatories shall vary based on the associated SOW. The State reserves the right to modify the format of this document at any time during the term of the Contract.

k. Task Order – Termination.

The procuring State agency may immediately terminate for convenience any or all of the TOs entered into by the procuring State agency and the Contractor pursuant to this Contract by giving the Contractor written notice. The Contractor shall be entitled to receive equitable compensation for satisfactory authorized services completed as of the termination date.

If the Contractor, or Contractor-provided personnel, fail to properly perform their obligations under any TO entered into by the procuring State agencies and the Contractor pursuant to this Contract, or violate any of the terms of this Contract, the State shall have the right to terminate for cause any or all of the Contractor's TOs, and to withhold payments in excess of fair compensation for completed services. The State will provide notification of termination for cause in writing. This notice will: (1) specify in reasonable detail the nature of the breach; (2) provide the Contractor with an opportunity to cure, which must be requested in writing no less than 10 days from the date of the termination notice; and (3) shall specify the effective date of termination in the event the Contractor fails to correct the breach. The Contractor must present the State with a written request detailing the efforts it will take to resolve the problem and the time period for such resolution. 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.

This section shall not limit the State's right to terminate the Contract for convenience or cause in accordance with Contract Section D.3 and Contract Section D.4.

l. Invoicing and Payments for Services.

The services shall be provided and invoiced as described in the SOW and Contract Sections C.3 and C.5, not to exceed the TO Project Price stated in the TO. Depending upon the specific needs and life-cycle of the project in question, the procuring State agency may pay the TO Project Price as phase/deliverable/lump-sum payment(s), with each payment predicated upon the completion of deliverable(s), or as a lump-sum payment upon completion of the entire project, including all deliverable(s) associated therewith. Hourly rate(s) shall be paid for completed deliverables associated with change orders as appropriate. The payment method to be used in any case will be described in the SOW and shall always be for completed deliverable(s).

A.4. Contractor Account Managers.

The Contractor shall assign, at its own expense, one or more Account Manager(s), to service the State's and the procuring State agency's needs under this Contract. The Account Manager shall:

- a. monitor the assignment of tasks to Contractor personnel;
- b. track performance and progress of the Contractor personnel toward the completion of the assigned IT projects;
- c. monitor the quality of services delivered;
- d. addresses any personnel issues that arise with regard to their Contractor personnel;
- e. sign-off on all completed work and invoice the procuring State agency in accordance with the deliverables and payment frequency established in the SOW in question; and
- f. provides all documentation required by the State to substantiate invoice amounts submitted (see Contract Section C.5).

A.6. Contractor Personnel Performance and Replacement.

- a. The State and/or the procuring State agency shall be the sole determinant(s) of whether the services provided and the project progress achieved by the Contractor's provided personnel meets the requirements of the applicable SOW, as well as the State's expectations. The Contractor agrees to remove from the project and replace at the Contractor's expense, Contractor-provided personnel whom the State and/or the procuring State agency determines to be incompetent, careless, unsuitable or otherwise objectionable, or whose continued use is deemed contrary to the best interests of the procuring State agency or deemed not to make substantial contributions to the project. The Contractor agrees not to charge the procuring State agency for services performed which the procuring State agency designates as being unacceptable.
- b. The Contractor will replace removed personnel with personnel of equal or greater qualifications as the removed personnel, with no increase in the compensation agreed to in the TO.
- c. The termination of an individual person's assignment will not necessarily result in the termination of the TO.

A.7. State of Tennessee's Technical Architecture.

- a. Contractor personnel shall provide all services requested through this Contract within the context of the technical environment described by the *Tennessee Information Resources Architecture*, herein incorporated as Contract Attachment D. The Department of Finance and Administration Office for Information Resources (OIR) reserves the right to amend the *Tennessee Information Resources Architecture* throughout the term of the Contract.
- b. The Contractor shall **not** deviate from State of Tennessee standard products in response to an SOW. OIR will not change or add State of Tennessee standard products based on the request of the Contractor or the selection of a Contractor for an SOW.

- c. The State of Tennessee standard for enterprise project and portfolio management is Planview Enterprise. If the Contractor is selected to provide services under an SOW, the Contractor is required to provide the information necessary to support the procuring agency's use of Planview Enterprise for the management of the scope of work under the SOW, at no additional charge to the procuring agency. The Contractor is not required to purchase Planview or have working knowledge of the product.

A.8. Information Security Compliance.

- a. 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 of Tennessee'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 or later series. The State of Tennessee Information Security policy, as may be updated from time to time, can be found at the following link:
<http://www.tn.gov/finance/oir/security/docs/PUBLIC-Enterprise-Information-Security-Policies-v1-6.pdf>
- b. Contractor warrants that it will cooperate with the State agencies 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 of Tennessee computer security officials and other compliance officers required by its regulations. Contractor shall bear the expense of and require any staff that has access to systems or data that the State of Tennessee designates as sensitive or protected to undergo background checks that are inclusive of both criminal and financial history and shall provide proof of satisfactory results.
- c. Contractor agrees to abide by the following:
 - i. Current updated virus software and virus definition files that are enabled to perform real time scans will be maintained on all contractor-supplied hardware;
 - ii. Contractor will not install or utilize remote control or file sharing software unless explicitly approved by the State of Tennessee; and
 - iii. Utilize best practice authentication methods to prevent access from unauthorized individuals and entities.

A.9. Provision of Hardware, Software, and Facilities

- a. Contractor consultants must provide their own personal computing devices (desktop, laptop, etc.) and licenses for software installed on the device unless such hardware and/or software licenses are specifically listed in the SOW.
- b. The procuring State agency will supply all server hardware, personal computing devices, and software licenses required by the State of Tennessee infrastructure or State agency personnel for any given project. The procuring State agency shall be the sole determinant with regard to the State agency provided hardware and software required for any given project.
- c. Commensurate with the needs of a given project, the procuring State agency will provide Contractor consultants with office and meeting space; access to telephones, printers, and copiers; and connections to the Internet and/or State of Tennessee network. The procuring State agency shall be the sole determinant with regard to facilities, supplies, and connections required for any given project.

A.10. Contract Not Unique.

The Contractor understands and agrees that the State has executed and may execute contracts with other parties for services the same as or similar to those described herein.

A.11. State Agencies Not Obligated to Use Contractor's Services.

The purpose of this Contract is to establish potential sources of supply for professional services for IT projects. However, due to the dynamic nature of projects within State government, the State cannot predict the overall number of SOWs or the number of SOWs within a Technical Category/Specialization that will be issued under this Contract. Therefore, the State makes no guarantees, either stated or implied, about the demand for resources provided through this Contract. The State agencies are not obligated to use any of the Contractor's personnel. Throughout the term of the Contract, the procuring State agencies retain full control and flexibility with regard to the types, quantities, and timing of SOWs issued.

A.12. Restrictions on Responding to Future Competitive Procurements.

In some cases, the Contractor personnel provided under this Contract will assist in the preparation of future State of Tennessee competitive procurements, such as Requests for Proposals (RFPs) and Invitations to Bid (ITBs). This includes preparation of the actual competitive procurement document or preparation of document(s) that are incorporated as part of the competitive procurement. The State prohibits any Contractor from submitting Responses in response to any competitive procurement that it has, through its employees, significantly assisted in developing.

Note, however, that this section in no way prevents the Contractor from responding to a State of Tennessee competitive procurement that is not associated with an IT Project SOW.

A.13. Solicitation of State of Tennessee Employees Prohibited.

The Contractor shall not solicit State of Tennessee employees in State of Tennessee facilities or during State of Tennessee work hours for the purpose of employment. For the purposes of this paragraph, "State of Tennessee work hours" are defined as 8:00 a.m. to 5:00 p.m., CT, Monday through Friday, including flextime and overtime, but excluding State of Tennessee holidays.

A.14. Periodic Meetings.

The State reserves the right, at the State's option, to request periodic meetings with Contractor management staff to discuss topics including, but not limited to, the following: general project direction, management, and coordination; State of Tennessee technical infrastructure and standards; SOW clarifications; and time keeping and other project progress records. At the State's sole discretion, these meetings shall occur at a State location or via conference call and shall be at no additional cost to the State or the State agencies.

A.15. Responding to SOWs.

- a. For all SOWs, the Contractor shall submit either a Project Quote, as defined in Contract Section A.3.h., or written justification that the Contractor is unable to submit a Project Quote. Written justification must state the reason for the non-submission, which may include, but is not limited to, lack of available qualified resources during the anticipated project timeframe.
- b. If the Contractor fails to submit a Project Quote to two (2) consecutive SOWs within a single Specialization or four (4) consecutive SOWs across all pre-qualified Specializations, without providing sufficient written justification for the non-submissions, the State, at its sole discretion, may disqualify the Contractor from the Specialization or cancel this Contract.
- c. A Project Quote is considered as a submission, regardless of whether the Project Quote is selected or not selected, including disqualification.
- d. The State shall be the sole determinant as to whether the written justification provided for non-submission is sufficient and may request the Contractor to provide additional written justification.

- A.16. Warranty. Contractor represents and warrants that the term of the warranty (“Warranty Period”) shall be the greater of the Term of this Contract or any other warranty general offered by Contractor, its suppliers, or manufacturers to customers of its goods or services. The goods or services provided under this Contract shall conform to the terms and conditions of this Contract throughout the Warranty Period. Any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a “Defect” and shall be considered “Defective.” If Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect, at no additional charge.

Contractor represents and warrants that the State is authorized to possess and use all equipment, materials, software, and deliverables provided under this Contract.

Contractor represents and warrants that all goods or services provided under this Contract shall be provided in a timely and professional manner, by qualified and skilled individuals, and in conformity with standards generally accepted in Contractor’s industry.

If Contractor fails to provide the goods or services as warranted, then Contractor will re-provide the goods or services at no additional charge. If Contractor is unable or unwilling to re-provide the goods or services as warranted, then the State shall be entitled to recover the fees paid to Contractor for the Defective goods or services. Any exercise of the State’s rights under this Section shall not prejudice the State’s rights to seek any other remedies available under this Contract or applicable law.

- A.17. Inspection and Acceptance. The State shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, the State determines that the goods or services are Defective, the State shall notify Contractor, and Contractor shall re-deliver the goods or provide the services at no additional cost to the State. If after a period of thirty (30) days following delivery of goods or performance of services the State does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the State.

- A.18. The State may, at its sole discretion and with written notice to the Contractor, request changes in the Scope that are necessary but were inadvertently unspecified in this Contract.

a. Change Order Creation— After receipt of a written request for additional services from the State, the Contractor shall respond to the State, within a maximum of ten (10) business days, with a written proposal for completing the service. Contractor’s proposal must specify:

- (1) the effect, if any, of implementing the requested change(s) on all other services required under this Contract;
- (2) the specific effort involved in completing the change(s);
- (3) the expected schedule for completing the change(s);
- (4) the maximum number of person hours required for the change(s); and
- (5) the maximum cost for the change(s)— this maximum cost shall in no instance exceed the product of the person hours required multiplied by the appropriate payment rate proposed for such work.

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

b. Change Order Performance— Subsequent to creation of a Change Order, the Contractor shall complete the required services. The State will be the sole judge of the acceptable

completion of work and, upon such determination, shall provide the Contractor written approval.

- c. Change Order Remuneration— The State will remunerate the Contractor only for acceptable work. All acceptable work performed pursuant to an approved Change Order, without a formal amendment of this Contract, shall be remunerated in accordance with and further limited by Contract Section C.3, PROVIDED THAT, the State shall be liable to the Contractor only for the cost of the actual goods or services provided to complete the necessary work, not to exceed the maximum cost for the change detailed in the Change Order. In no instance shall the State be liable to the Contractor for any amount exceeding the maximum cost specified by the Change Order authorizing the goods or services. Upon State approval of the work, the Contractor shall invoice the State in accordance with the relevant provisions of this Contract.

A.19. Miscellaneous Policies and Procedures.

- a. Neither the State nor the procuring State agencies will provide parking for Contractor personnel.
- b. Contractor personnel do not have access to the State of Tennessee health clinic.
- c. Contractor personnel may not reserve and/or operate State of Tennessee vehicles.

- A.20. Required Certifications. For Specializations that require manufacturer and/or product certifications, the Contractor must hold the required certification(s) for the duration of the Contract period. At any time during the Contract, the State may request the Contractor to provide copies of the required certification(s). Loss of required certification(s) may result in the Contractor's disqualification from a Specialization or the cancellation of this Contract.

B. TERM OF CONTRACT:

- B.1. This Contract shall be effective on **DATE** ("Effective Date") and extend for a period of **thirty six months** after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.
- B.2. Renewal Options. This Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to **two (2)** renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.
- B.3. Term Extension. The State may extend the Term an additional period of time, not to exceed one hundred-eighty (180) days beyond the expiration date of this Contract, under the same terms and conditions, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Estimated Liability. The total purchases of any goods or services under the Contract are not known. The State estimates the purchases during the Term shall be **DOLLAR AMOUNT (\$NUMBER)** ("Estimated Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.
- C.2. Compensation Firm. The payment methodology in Section C.3. of this Contract shall constitute the entire compensation due the Contractor for all goods or services provided under this Contract

regardless of the difficulty, materials or equipment required. The payment methodology includes all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Contractor.

C.3. Payment Methodology.

- a. Upon completion of the work, i.e. Deliverables, described in an SOW for which the Contractor's Project Quote was selected, the Contractor shall be compensated as set forth in the Task Order.
- b. The rates in Attachment E Price Catalog are firm for the duration of this Contract unless amended in accordance with Contract Section D.3.

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

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

State Agency Billing Address

- a. Each invoice, on Contractor's letterhead, shall clearly and accurately detail all of the following information (calculations must be extended and totaled correctly):
 - (1) Invoice number (assigned by the Contractor);
 - (2) Invoice date;
 - (3) Contract number (assigned by the State);
 - (4) Customer account name: **State Agency & Division Name;**
 - (5) Customer account number (assigned by the Contractor to the above-referenced Customer);
 - (6) Contractor name;
 - (7) Contractor Tennessee Edison registration ID number;
 - (8) Contractor contact for invoice questions (name, phone, or email);
 - (9) Contractor remittance address;
 - (10) Description of delivered goods or services provided and invoiced, including identifying information as applicable;
 - (11) Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced;
 - (12) Applicable payment methodology (as stipulated in Section C.3.) of each good or service invoiced;
 - (13) Amount due for each compensable unit of good or service; and
 - (14) Total amount due for the invoice period.
- b. Contractor's invoices shall:
 - (1) Only include charges for goods delivered or services provided as described in Section A and in accordance with payment terms and conditions set forth in Section C;
 - (2) Only be submitted for goods delivered or services completed and shall not include any charge for future goods to be delivered or services to be performed;
 - (3) Not include Contractor's taxes, which includes without limitation Contractor's sales and use tax, excise taxes, franchise taxes, real or personal property taxes, or income taxes; and
 - (4) Include shipping or delivery charges only as authorized in this Contract.

- c. The timeframe for payment (or any discounts) begins only when the State is in receipt of an invoice that meets the minimum requirements of this Section C.5.
- C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or other matter. A payment by the State shall not be construed as acceptance of goods delivered, any part of the services provided, or as approval of any amount invoiced.
- C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment that is determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, to not constitute proper compensation for goods delivered or services provided.
- C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee, any amounts that are or shall become due and payable to the State of Tennessee by the Contractor.
- C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following, properly completed documentation.
 - a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and
 - b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

D. MANDATORY TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is duly approved by the Parties and all appropriate State officials in accordance with applicable Tennessee laws and regulations. Depending upon the specifics of this Contract, this may include approvals by the Commissioner of Finance and Administration, the Commissioner of Human Resources, the Comptroller of the Treasury, and the Chief Procurement Officer. Approvals shall be evidenced by a signature or electronic approval.
- D.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective Party at the appropriate mailing address, facsimile number, or email address as stated below or any other address provided in writing by a Party.

The State:

Trey Norris, Category Specialist
Department of General Services
WRS Tennessee Tower, 3rd Floor
312 Rosa L. Parks Ave., Nashville, TN 37243
trey.norris@tn.gov
Telephone # 615-741-7148
FAX # 615-741-0684

The Contractor:

Contractor Contact Name & Title

Contractor Name

Address

Email Address

Telephone # Number

FAX # Number

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

- D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable State officials. The State's exercise of a valid Renewal Option or Term Extension does not constitute an amendment so long as there are no other changes to the Contract's terms and conditions.
- D.4. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Contract upon written notice to the Contractor. The State's exercise of its right to terminate this Contract shall not constitute a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the State terminates this Contract due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date. Should the State exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.
- D.5. Termination for Convenience. The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least thirty (30) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Contractor for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.
- D.6. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract ("Breach Condition"), the State shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Contract.
- D.7. Assignment and Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without the prior written approval of the State. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.
- D.8. Conflicts of Interest. The Contractor warrants that no part of the Contractor's compensation shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed under this

Contract.

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

- D.9. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal or state law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.10. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment A, semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.
 - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.
 - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
 - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.
- D.11. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

- D.12. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.13. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.14. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.
- D.15. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one Party are not employees or agents of the other Party.
- D.16. Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless for any costs to the State arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.
- D.17. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. Notwithstanding anything else herein, the State's total liability under this Contract (including without limitation any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Estimated 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 Estimated Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for: (i) intellectual property or any Contractor indemnity obligations for infringement for third-party intellectual property rights; (ii) any claims covered by any specific provision in the Contract providing for liquidated damages; or (iii) any claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death.
- D.19. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State to enforce the terms of this Contract.

In the event of any suit or claim, the Parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the State to give notice shall only relieve the

Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

- D.20. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), Health Information Technology for Economic and Clinical Health (“HITECH”) Act and any other relevant laws and regulations regarding privacy (collectively the “Privacy Rules”). The obligations set forth in this Section shall survive the termination of this Contract.
- a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.
 - b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT “protected health information” as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.
 - d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.
- D.21. Tennessee Consolidated Retirement System. Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, *et seq.*, the law governing the Tennessee Consolidated Retirement System (“TCRS”), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-35-101, *et seq.*, accepts State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of “employee/employer” and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.
- D.22. Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.
- D.23. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or

local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor's performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.
- D.25. State and Federal Compliance. The Contractor shall comply with all applicable state and federal laws and regulations in the performance of this Contract.
- D.26. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 407.
- D.27. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.
- D.28. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.

- D.29. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.30. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:
- a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
 - b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below), which includes all Attachments.
 - c. Task Orders (TOs) including Statements of Work (SOWs) and associated Contractor Project Quotes;
 - d. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
 - e. the State solicitation, as may be amended, requesting responses in competition for this Contract;
 - f. any technical specifications provided to proposers during the procurement process to award this Contract; and,
 - g. the Contractor's response seeking this Contract.
- D.31. Insurance. Contractor shall provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified below. The COI shall be provided ten (10) business days prior to the Effective Date and again upon renewal or replacement of coverages required by this Contract. If insurance expires during the Term, the State must receive a new COI at least thirty (30) calendar days prior to the insurance's expiration date. If the Contractor loses insurance coverage, does not renew coverage, or for any reason becomes uninsured during the Term, the Contractor shall notify the State immediately.

The COI shall be on a form approved by the Tennessee Department of Commerce and Insurance ("TDCI") and signed by an authorized representative of the insurer. The COI shall list each insurer's national association of insurance commissioners (also known as NAIC) number or federal employer identification number and list the State of Tennessee, Risk Manager, 312 Rosa L. Parks Ave., 3rd floor Central Procurement Office, Nashville, TN 37243 in the certificate holder section. At any time, the State may require the Contractor to provide a valid COI detailing coverage description; insurance company; policy number; exceptions; exclusions; policy effective date; policy expiration date; limits of liability; and the name and address of insured. The Contractor's failure to maintain or submit evidence of insurance coverage is considered a material breach of this Contract.

If the Contractor desires to self-insure, then a COI will not be required to prove coverage. In place of the COI, the Contractor must provide a certificate of self-insurance or a letter on the Contractor's letterhead detailing its coverage, liability policy amounts, and proof of funds to reasonably cover such expenses. Compliance with Tenn. Code Ann. § 50-6-405 and the rules of the TDCI is required for the Contractor to self-insure workers' compensation.

All insurance companies must be: (a) acceptable to the State; (b) authorized by the TDCI to transact business in the State of Tennessee; and (c) rated A- VII or better by A. M. Best. The Contractor shall provide the State evidence that all subcontractors maintain the required insurance or that the subcontractors are included under the Contractor's policy.

The Contractor agrees to name the State as an additional insured on any insurance policies with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) ("Professional Liability") insurance. Also, all policies shall contain an endorsement for a waiver of subrogation in favor of the State.

The deductible and any premiums are the Contractor's sole responsibility. Any deductible over fifty thousand dollars (\$50,000) must be approved by the State. The Contractor agrees that the insurance requirements specified in this Section do not reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements.

The State agrees that it shall give written notice to the Contractor as soon as practicable after the State becomes aware of any claim asserted or made against the State, but in no event later than thirty (30) calendar days after the State becomes aware of such claim. 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 or its insurer, 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.

All coverage required shall be on a primary basis and noncontributory with any other insurance coverage or self-insurance carried by the State. The State reserves the right to amend or require additional endorsements, types of coverage, and higher or lower limits of coverage depending on the nature of the work. Purchases or contracts involving any hazardous activity or equipment, tenant, concessionaire and lease agreements, alcohol sales, cyber-liability risks, environmental risks, special motorized equipment, or property may require customized insurance requirements (e.g. umbrella liability insurance) in addition to the general requirements listed below.

The Contractor shall obtain and maintain, at a minimum, the following insurance coverages and policy limits.

a. Commercial General Liability Insurance

- 1) The Contractor shall maintain commercial general liability insurance, which shall be written on an Insurance Services Office, Inc. (also known as ISO) occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises/operations, independent contractors, contractual liability, completed operations/products, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
- 2) The Contractor shall maintain bodily injury/property damage with a combined single limit not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate for bodily injury and property damage, including products and completed operations coverage with an aggregate limit of at least two million dollars (\$2,000,000).

b. Workers' Compensation and Employer Liability Insurance

- 1) For Contractors statutorily required to carry workers' compensation and employer liability insurance, the Contractor shall maintain:
 - i. Workers' compensation and employer liability insurance in the amounts required by appropriate state statutes; or
 - ii. In an amount not less than one million dollars (\$1,000,000) including employer liability of one million dollars (\$1,000,000) per accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit by disease, and one million dollars (\$1,000,000) per employee for bodily injury by disease.
- 2) If the Contractor certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Contractor shall furnish written proof of such exemption for one or more of the following reasons:
 - i. The Contractor employees fewer than five (5) employees;
 - ii. The Contractor is a sole proprietor;
 - iii. The Contractor is in the construction business or trades with no

employees;

- iv. The Contractor is in the coal mining industry with no employees;
- v. The Contractor is a state or local government; or
- vi. The Contractor self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

c. Automobile Liability Insurance

- i. The Contractor shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles).
- ii. The Contractor shall maintain bodily injury/property damage with a limit not less than one million dollars (\$1,000,000) per occurrence or combined single limit.

d. Professional Liability Insurance

- i. Professional liability insurance shall be written on an occurrence basis. This coverage may be written on a claims-made basis but must include an extended reporting period or "tail coverage" of at least two (2) years after the Term;
- ii. Any professional liability insurance policy shall have a limit not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) in the aggregate; and
- iii. If the Contract involves the provision of services by medical professionals, a policy limit not less than two million (\$2,000,000) per claim and three million dollars (\$3,000,000) in the aggregate for medical malpractice insurance.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.
- E.2. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

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

- E.3. Printing Authorization. The Contractor agrees that no publication coming within the jurisdiction of Tenn. Code Ann. §§ 12-7-101, *et. seq.*, shall be printed pursuant to this Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103 (d).

E.4. State Ownership of Goods. The State shall have ownership, right, title, and interest in all goods provided by Contractor under this Contract including full rights to use the goods and transfer title in the goods to any third parties.

E.5. Ownership of Software and Work Products.

a. Definitions.

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

b. Rights and Title to the Software

- (1) All right, title and interest in and to the Contractor-Owned Software shall at all times remain with Contractor, subject to any license granted under this Contract.
 - (2) All right, title and interest in and to the Work Product, and to modifications thereof made by State, including without limitation all copyrights, patents, trade secrets and other intellectual property and other proprietary rights embodied by and arising out of the Work Product, shall belong to State. To the extent such rights do not automatically belong to State, Contractor hereby assigns, transfers, and conveys all right, title and interest in and to the Work Product, including without limitation the copyrights, patents, trade secrets, and other intellectual property rights arising out of or embodied by the Work Product. Contractor and its employees, agents, contractors or representatives shall execute any other documents that State or its counsel deem necessary or desirable to document this transfer or allow State to register its claims and rights to such intellectual property rights or enforce them against third parties.
 - (3) All right, title and interest in and to the Third-Party Software shall at all times remain with the third party, subject to any license granted under this Contract.
- iii. The Contractor may use for its own purposes the general knowledge, skills, experience, ideas, concepts, know-how, and techniques obtained and used during the course of performing under this Contract. The Contractor may develop for itself, or for others, materials which are similar to or competitive with those that are produced under this Contract.

- E.6. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible personal property furnished by the State for the Contractor's use under this Contract. Upon termination of this Contract, all property furnished by the State shall be returned to the State in the same condition as when received, less reasonable wear and tear. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the fair market value of the property at the time of loss.
- E.7. Work Papers Subject to Review. The Contractor shall make all audit, accounting, or financial analysis work papers, notes, and other documentation available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Contract.
- E.8. Prohibited Advertising or Marketing. The Contractor shall not suggest or imply in advertising or marketing materials that Contractor's goods or services are endorsed by the State. The restrictions on Contractor advertising or marketing materials under this Section shall survive the termination of this Contract.
- E.9. Public Accountability. If the Contractor is subject to Tenn. Code Ann. §§ 8-4-401, *et seq.*, or if this Contract involves the provision of services to citizens by the Contractor on behalf of the State, the Contractor agrees to establish a system through which recipients of services may present grievances about Contractor's operation of the service program. The Contractor shall also display in a prominent place, located near the passageway through which the public enters in order to receive contract-supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating the following:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY THAT YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454

The sign shall be of the form prescribed by the Comptroller of the Treasury. The contracting state agency shall request copies of the sign from the Comptroller of the Treasury and provide signs to contractors.

- E.10. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's Response to RFQ Attachment F, *pro forma* Contract Attachment H and resulting in this Contract.

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

- E.11. Intellectual Property. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State concerning or arising out of any claim of an alleged patent, copyright, trade secret or other intellectual property infringement. In any such claim or action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any settlement or final judgment, and the Contractor shall be responsible for all legal or other fees or expenses incurred by the State arising from any such claim. The State shall give the Contractor notice of any such claim or suit, however, the failure of the State to give such notice shall only relieve Contractor of its obligations under this Section to the extent Contractor can demonstrate actual prejudice arising from the State's failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State of Tennessee in any legal matter, as provided in Tenn. Code Ann. § 8-6-106.
- E.12. Partial Takeover of Contract. The State may, at its convenience and without cause, exercise a partial takeover of any service that the Contractor is obligated to perform under this Contract,

including any service which is the subject of a subcontract between Contractor and a third party (a "Partial Takeover"). A Partial Takeover of this Contract by the State shall not be deemed a breach of contract. The Contractor shall be given at least thirty (30) days prior written notice of a Partial Takeover. The notice shall specify the areas of service the State will assume and the date the State will be assuming. The State's exercise of a Partial Takeover shall not alter the Contractor's other duties and responsibilities under this Contract. The State reserves the right to withhold from the Contractor any amounts the Contractor would have been paid but for the State's exercise of a Partial Takeover. The amounts shall be withheld effective as of the date the State exercises its right to a Partial Takeover. The State's exercise of its right to a Partial Takeover of this Contract shall not entitle the Contractor to any actual, general, special, incidental, consequential, or any other damages irrespective of any description or amount.

- E.13. 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.14. Personally Identifiable Information. While performing its obligations under this Contract, Contractor may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Contractor agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Contractor shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Contractor and in accordance with this Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Contractor shall immediately notify State: (1) of any disclosure or use of any PII by Contractor or any of its employees, agents and representatives in breach of this Contract; and (2) of any disclosure of any PII to Contractor or its employees, agents and representatives where the purpose of such disclosure is not known to Contractor or its employees, agents and representatives. The State reserves the right to review Contractor's policies and procedures used to maintain the security and confidentiality of PII and Contractor shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify and/or procure that Contractor is in full compliance with its obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Contractor shall immediately return to the State any and all PII which it has received under this Contract and shall destroy all records of such PII.

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

E.15. Federal Funding Accountability and Transparency Act (FFATA). This Contract requires the Contractor to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Contractor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Contractor provides information to the State as required.

The Contractor shall comply with the following:

a. Reporting of Total Compensation of the Contractor's Executives.

- (1) The Contractor shall report the names and total compensation of each of its five most highly compensated executives for the Contractor's preceding completed fiscal year, if in the Contractor's preceding fiscal year it received:
 - i. 80 percent or more of the Contractor's annual gross revenues from federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 C.F.R. § 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

b. The Contractor must report executive total compensation described above to the State by the end of the month during which this Contract is awarded.

- c. If this Contract is amended to extend the Term, the Contractor must submit an executive total compensation report to the State by the end of the month in which the term extension becomes effective.
- d. The Contractor will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>

The Contractor's failure to comply with the above requirements is a material breach of this Contract for which the State may terminate this Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Contractor unless and until the Contractor is in full compliance with the above requirements.

- E.16. Survival. The terms, provisions, representations, and warranties contained in this Contract which by their sense and context are intended to survive the performance and termination of this Contract, shall so survive the completion of performance and termination of this Contract.
- E.17. Material Change in Contractor Representations and Skills. Contractor shall notify State promptly of any material changes in its representations, skills, abilities, and resources to provide services described in its proposal and related materials submitted in response to RFQ 32101-15100.
- E.18. Software License Warranty. Contractor grants a license to the State to use all software provided under this Contract in the course of the State's business and purposes.

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT GENERAL SERVICES, CENTRAL PROCUREMENT OFFICE:

MICHAEL F. PERRY, CHIEF PROCUREMENT OFFICER

DATE

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

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

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

CONTRACTOR SIGNATURE

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

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION

Technical Categories

1. Application/System Development

IT projects in this category may include:

- Development of technical and/or business solutions including, but not limited to, analysis; design; coding and testing; and implementation and training
- Enhancement, customization, upgrade, and/or onetime maintenance of existing software applications; applications or systems may be custom developed or Commercial Off-the-Shelf (COTS) packages.
- Installation and/or integration of new and/or existing software applications

Application types include, but are not limited to, browser-based applications and wireless device/mobile applications; applications may be employee-facing and/or citizen-facing.

Specializations:

- d. Microsoft Dynamics CRM Deployment and Integration
- g. Red Hat JBoss
- h. IBM WebSphere
- j. Microsoft Dynamics CRM Development and Customization
- k. IBM Mainframe Application Development
- l. Call Center Consulting
- m. Solution and Data Architecture
- n. Service-Oriented Architecture
- o. Oracle Hyperion Development and Implementation
- p. PHP Programming

2. Data Management and Business Intelligence

IT projects in this category may include:

- Installation, upgrade, security, enhancement or one-time maintenance of new or existing system which may include (but not limited to) design, testing, training, and implementation
- Conversion from one platform to either a similar or dissimilar platform, which may include (but not limited to) design, testing, and implementation
- Development of technical and/or business solutions including, but not limited to, analysis; design; coding and testing; and implementation and training

Specializations:

- c. MySQL Database (and supported options)
- e. Business Objects
- h. SAS
- i. Online Transactional/Analytical Processing (OLAP and OLTP) Data Structures and Design
- j. IBM Information Management Systems (IMS) Database (and supported options)
- k. Identity Access Management (IAM) Solutions
- l. Apache Solr
- m. Data Masking

4. Information Security

Networking is done by Office for Information Resources a knowledge of Network Security and an understanding of application security at all levels is necessary for this application.

IT projects in this category may include:

- Develop, customize, and/or implement application security design
- Perform application source code reviews
- Perform security risk assessments

Specializations:

- c. Application Security System Design

5. Strategic Planning

IT projects in this category may include:

- Assess, document, and/or design State agency business processes
- Assess, document, and/or design application/system development projects
- Prepare and/or assess planning documents

Documents developed during any IT project, but in particular during Strategic Planning IT projects, may be used in and/or included as part of competitive procurements. The State prohibits the Contractor from submitting Responses in response to any competitive procurement that the Contractor has, through its employees, assisted in developing. (See Contract Section A.12.)

Specializations:

- e. **Setting Up Project Management Office (PMO)-** Assessment and implementation of a Project Management Office that will manage projects by performing tasks including, but not limited to, developing detailed project and PMO governance with process and procedure documentation, identifying gaps in realizing strategic objectives, escalating current risks and identifying future risks, ensuring proper communication to stakeholders, improving monitoring and controls, mediating issue resolution, use of automated project portfolio management tools to enhance project status tracking and management of information, increasing efficiency in tracking progress of projects, integrating project plans for standardized reporting, and other aspects of strategic planning and project/program management.
- f. **Setting Up Quality Assurance (QA) Practices-** Assessment, design, and implementation of quality assurance practices including, but not limited to, support of software development testing and quality assurance best practices, ongoing monitoring, periodic self-assessments, and establishing key metrics for reporting, evaluation, and continuous improvement.
- g. **Learning and Knowledge Management Solutions-** Develop and provide best practices for knowledge management that allow the State to leverage and improve the State's knowledge-related assets through tasks including, but not limited to, knowledge acquisition, creation, refinement, storage, transfer, sharing and utilization.

DRAFT TASK ORDER (TO)

TO # [INSERT SOW TRACKING #]

TASK ORDER
BETWEEN THE
STATE OF TENNESSEE
Department of [INSERT AGENCY NAME]
and
[INSERT CONTRACTOR NAME]

This Task Order (TO), by and between the State of Tennessee, Department of [INSERT AGENCY NAME], hereinafter referred to as the "State" and [INSERT CONTRACTOR NAME], hereinafter referred to as the "Contractor" is as follows:

The Contractor understands and agrees that this TO is governed by the provisions of Edison Contract Number [INSERT CONTRACTOR EDISON CONTRACT NUMBER], hereinafter referred to as the "Master Contract". In the provision of services pursuant to this TO, the Contractor will conform to these provisions in their entirety. In the event of a conflict between the TO and the Master Contract, the documents shall govern in the order of preference given in the Master Contract.

This TO shall be effective for the period commencing on [INSERT START DATE], and ending on [INSERT END DATE], unless amended.

In no event shall the maximum liability of the State under this TO exceed [INSERT DOLLAR AMOUNT]. For the services provided pursuant to this TO, this amount shall constitute the TO Project Price and the entire potential compensation due the Contractor for the services and all of the Contractor's obligations hereunder regardless of the difficulty, travel, administrative fees, or materials/equipment required. The Contractor shall be compensated as specified in the associated Statement of Work at the fixed-prices and/or hourly rate(s) quoted in the Contractor's Project Quote and transcribed here:

Table with 2 columns: Service Description and Amount (per compensable increment). Rows include DELIVERABLE, JOB TITLE, and Use & Repeat Rows Above as Necessary.

Payments to the Contractor pursuant to this TO will be made in accordance with the "Payment Terms" of the Master Contract. Invoices shall be submitted to:

[INSERT AGENCY NAME AND BILLING ADDRESS FROM THE SOW]

The State may, at any time and for any reason, terminate this TO in accordance with Contract Section A.3.k.

This agreement may be modified only by a written TO amendment in accordance with Contract Section A.3.j.

INSERT AGENCY AND CONTRACTOR SIGNATURE LINES

This is a placeholder for the *Tennessee Information Resources Architecture*, which will be inserted prior to Contract approval.

Pro Forma ATTACHMENT E

This is a placeholder for the Contractor's Price Catalog from RFQ Attachment D, Cost Response Table 1, which will be inserted prior to Contract approval.

Pre-Qualified Technical Category(ies)/Specialization(s)

The Technical Category(ies)/Specialization(s) for which the Contractor is pre-qualified will be listed here prior to Contract approval.

**FEDERALLY MANDATED REQUIREMENTS FOR TECHNOLOGY SERVICES
CONTRACTS WITH ACCESS TO FEDERAL TAX RETURN INFORMATION**

Federal Tax Information ("FTI") means any return or return information, as defined by I.R.C. § 6103(b)(2), received from the Internal Revenue Service or secondary source, such as the Social Security Administration, Federal Office of Child Support Enforcement, or Bureau of Fiscal Service. FTI includes any information created by the recipient that is derived from return or return information.

1. PERFORMANCE

In performance of this Contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- 1.1 All work will be done under the supervision of the Contractor or the Contractor's employees.
- 1.2 Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this Contract. Disclosure to anyone other than an officer or employee of the Contractor will be prohibited.
- 1.3 All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- 1.4 The Contractor certifies that the data processed during the performance of this Contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the Contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the Contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- 1.5 Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the State. When this is not possible, the Contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the State with a statement containing the date of destruction, description of material destroyed, and the method used.
- 1.6 All computer systems receiving, processing, storing, or transmitting FTI must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal Tax Information.
- 1.7 No work involving Federal Tax Information furnished under this Contract will be subcontracted without prior written approval of the IRS.
- 1.8 The Contractor will maintain a list of employees authorized access. Such list will be provided to the State and, upon request, to the IRS reviewing office.
- 1.9 The State will have the right to void the Contract if the Contractor fails to provide the safeguards described above.

2. CRIMINAL/CIVIL SANCTIONS:

- 2.1 Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as five thousand dollars (\$5,000) or imprisonment for as long as five (5) years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than one thousand dollars (\$1,000) with respect to each instance of unauthorized disclosure. These penalties are prescribed by I.R.C. §§ 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

- 2.2 Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the Contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as one thousand dollars (\$1,000) or imprisonment for as long as one (1) year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of one thousand dollars (\$1,000) for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by I.R.C. §§ 7213A and 7431.
- 2.3 Additionally, it is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. § 552a. Specifically, 5 U.S.C. § 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his or her employment or official position, has possession of or access to State records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than five thousand dollars (\$5,000).
- 2.4 Granting a Contractor access to FTI must be preceded by certifying that each individual understands the State's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the State's files for review. As part of the certification and at least annually afterwards, Contractors must be advised of the provisions of I.R.C. §§ 7431, 7213, and 7213A. The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. For both the initial certification and the annual certification, the Contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.
- 3. INSPECTION:**
The IRS and the State shall have the right to send its officers and employees into the offices and plants of the Contractor for inspection of the facilities and operations provided for the performance of any work under this Contract. On the basis of such inspection, specific measures may be required in cases where the Contractor is found to be noncompliant with Contract safeguards.

(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)