



STATE OF TENNESSEE  
FINANCE & ADMINISTRATION, BENEFITS ADMINISTRATION

**REQUEST FOR PROPOSALS # 31786-00141  
AMENDMENT #Two  
FOR DECISION SUPPORT SYSTEM**

DATE: 3/16/2018

RFP #31786-00141 IS AMENDED AS FOLLOWS:

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

EVENT	TIME (central time zone)	DATE
1. RFP Issued		February 16, 2018
2. Disability Accommodation Request Deadline	2:00 p.m.	February 22, 2018
3. Pre-response Conference	1 p.m.	February 23, 2018
4. Notice of Intent to Respond Deadline	2:00 p.m.	February 26, 2018
5. Written "Questions & Comments" Deadline	2:00 p.m.	March 5, 2018
6. State Response to Written "Questions & Comments"		March 16, 2018
7. Response Deadline	2:00 p.m.	April 3, 2018
8. State Completion of Technical Response Evaluations		April 23, 2018
9. State Schedules Respondent Oral Presentations		April 24, 2018
10. Respondent Oral Presentations	9:00 a.m. to 4 p.m.	May 7-8, 2018
11. State Opening & Scoring of Cost Proposals	2:00 p.m.	May 9, 2018
12. State Notice of Intent to Award Released and RFP Files Opened for Public Inspection	2:00 p.m.	1 Day after Insurance Committee Award of Contract
13. End of Open File Period		7 CALENDAR DAYS LATER
14. State sends contract to Contractor for signature		1 BUSINESS DAY LATER
15. Contractor Signature Deadline	2:00 p.m.	1 – 5 BUSINESS DAYS LATER

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

QUESTION / COMMENT	STATE RESPONSE																		
<p>1. How should we proceed with attachments for the response? If we have a response that requires an attachment, how would you like us to proceed?</p>	<p>If you have an attachment you would like to provide as part of your response, provide a reference in the proposal response to that attachment. The State will not accept any exceptions to the RFP and Pro Forma Contract as an attachment.</p>																		
<p>2. Where should our response be within the guide of the document? It is to my understanding that you would like us to copy and paste the guide into our response and then just add in our responses within the guide. However, I am not sure where you would like the response along with indicating which page number to reference. I just want to make sure we get this part correct since I know that any small error can result in elimination.</p>	<p>Please use the guide, inserting the page number where the evaluation team can find your response to the questions asked. In the guide, we have provided a column for the page number that corresponds with your response to the questions.</p> <table border="1" data-bbox="873 674 1230 1163"> <thead> <tr> <th data-bbox="873 674 1040 793">Response Page # (Respondent completes)</th> <th data-bbox="1044 674 1143 793">Item Ref.</th> <th data-bbox="1146 674 1230 793"></th> </tr> </thead> <tbody> <tr> <td data-bbox="873 798 1040 877"></td> <td data-bbox="1044 798 1143 877">B.1.</td> <td data-bbox="1146 798 1230 877">Detail t person</td> </tr> <tr> <td data-bbox="873 882 1040 989"></td> <td data-bbox="1044 882 1143 989">B.2.</td> <td data-bbox="1146 882 1230 989">Descript corpora domicil</td> </tr> <tr> <td data-bbox="873 993 1040 1052"></td> <td data-bbox="1044 993 1143 1052">B.3.</td> <td data-bbox="1146 993 1230 1052">Detail t</td> </tr> <tr> <td data-bbox="873 1056 1040 1129"></td> <td data-bbox="1044 1056 1143 1129">B.4.</td> <td data-bbox="1146 1056 1230 1129">Briefly o this RF</td> </tr> <tr> <td data-bbox="873 1134 1040 1163"></td> <td data-bbox="1044 1134 1143 1163">B.5</td> <td data-bbox="1146 1134 1230 1163">Descript</td> </tr> </tbody> </table>	Response Page # (Respondent completes)	Item Ref.			B.1.	Detail t person		B.2.	Descript corpora domicil		B.3.	Detail t		B.4.	Briefly o this RF		B.5	Descript
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<p>3. What is Truven doing that you really like? What could they be doing better?</p>	<p>Truven Health Analytics has and continues to meet all contractual requirements.</p>																		
<p>4. What are the 3 most important improvements the State is seeking with a new solution?</p>	<p>Please refer to RFP Attachment 6.2 – Section C, Technical Response and Evaluation Guide. Please note the evaluation factor for each question asked. The existing DSS solution has the capability to provide all requirements of this RFP.</p>																		
<p>5. What is the one aspect of your data warehouse solution that you find most important?</p>	<p>Please see the State’s response to question #4 above.</p>																		
<p>6. What do you value most in the service provided by your vendor?</p>	<p>Please see the State’s response to question #3 and 4 above.</p>																		
<p>7. Please provide a list of all data sources by vendor name currently integrated by Truven. Are these data sources all</p>	<p>CURRENT:                      BCBST Claims Data - monthly                      Cigna Claims Data - monthly                      Cigna Capitation data - monthly                      Caremark Pharmacy data - monthly</p>																		

QUESTION / COMMENT	STATE RESPONSE
updated monthly?	<p>Optum Mental Health / EAP claims - monthly  University Community Health Systems Clinic data - monthly  State of TN Eligibility file - monthly  Wellness data – monthly</p> <p>POTENTIAL FUTURE:  Contract run out when necessary - monthly  Dental vendor 1 data – monthly  Dental vendor 2 data – monthly  Vision vendor data – monthly  Life Insurance data – monthly  Disability Insurance data – monthly  Medicare Supplement Insurance data – monthly</p> <p>There could be more than one file from a vendor loaded on a monthly basis (ie data correction files).</p>
8. Please provide the number of user licenses needed by the State of Tennessee.	Please refer to the scope and services in Section A.7.a of the Contract. The contract does not limit the total number of user licenses that the State can have active. The web-based access shall be provided to a maximum of ten (10) simultaneous, on-line State users. Since the State is incorporating Medicare Supplement and voluntary product data, the State has increased our simultaneous, online State users from 8 in our current contract to 10 in this RFP.
9. If any exceptions from the DSS RFP 2013 were accepted, can you list those items?	Procurements are independent of one other. The 2013 RFP has no relevance to this RFP.
10. Is there a budget available for the project?	The current contract has a maximum liability of \$3,000,000. The maximum liability for this contract will be determined by the cost listed in the cost proposal.
11. In what ways are the requirements in this RFP different from the capabilities of the existing DSS solution?	The existing DSS solution has the capability to provide all requirements of this RFP.
12. Were there any minutes published at the Pre-response Conference that can be provided to bidders as additional background?	There were no minutes from the Pre-response conference. The State has provided a copy of the PowerPoint presentation used during the meeting. Please see Amendment section #3 below.
13. What is the database product and version number being utilized by the incumbent contractor?	The State is unable to provide this information. Publicly disclosing this information could put the State's member information at risk for cyber-attacks. The database product and version number is considered proprietary and confidential to the incumbent contractor.
14. Requirement A.12 requires a submitted signed copy of the	The State has modified the requirement in RFP Section A.12. See

QUESTION / COMMENT	STATE RESPONSE
<p>Contractor's CPT License Agreement. If a vendor is currently contracted with a third party reseller to procure all reference data sets (including those from AMA, AHA) and are paying royalties to these organizations via the reseller, on a per user basis, is the vendor is compliance with this requirement? If so, what documentation should be provided to meet the requirement?</p>	<p>Amendment section #5 below.</p>
<p>15. We are a privately-held company, is there another option for audited financials? What should we provide as to not be deemed non-responsive?</p>	<p>The State has modified the requirement in RFP Section A.7. See Amendment section #4 below.</p>
<p>16. As a publically traded company; [redacted name] does not typically provide financial statements. Can you confirm if there is an alternative that a publically traded company can submit?</p>	<p>Please see the State's response to question #15 above.</p>
<p>17. Pages 20-23 - Mandatory Requirements - (A7) most recent three years audited financial statements. As a privately held company in good financial standing with no debt, we do not have a need for audited financial statements, and therefore do not have them. Can we be granted an exception, or will our response be disqualified for not complying with this mandatory requirement?</p>	<p>Please see the State's response to question #15 above</p>
<p>18. Can we propose additional services outside of the RFP? If so, how will the additional services be scored?</p>	<p>Yes, you may include additional services as part of the response but it cannot include any additional costs as stated in RFP Section 3.6:</p> <p style="padding-left: 40px;">If a response offers goods or services in addition to those required by and described in this RFP, the State, at its</p>

QUESTION / COMMENT	STATE RESPONSE
	<p>sole discretion, may add such services to the contract awarded as a result of this RFP. Notwithstanding the foregoing, a Respondent must not propose any additional cost amounts or rates for additional goods or services. Regardless of any additional services offered in a response, the Respondent's Cost Proposal must only record the proposed cost as required in this RFP and must not record any other rates, amounts, or information.</p> <p>The evaluators will only be scoring the services requested in the RFP. Any additional services will not be scored by the evaluation team.</p>
<p>19. In question C7 and C8, please explain each requirement. Does the State expect to have access to 5 years of historical data or 10 years?</p>	<p>Yes, the State does expect to have access at a minimum of 5 years and a maximum of 10 years' worth of historical data. The State requires 5 most current years rolling to be accessible at all times. Years 6-10 will be available upon request but not readily accessible.</p>
<p>20. Please confirm that the reference to "five (5) working/rolling years" indicates that new periods will be rolled on and old periods rolled off, keeping the real-time access to a five (5) year maximum period.</p>	<p>The State confirms "five (5) working/rolling years" indicates that new periods will be rolled on and old periods rolled off, keeping the real-time access to a five (5) year maximum period.</p>
<p>21. Are scanned signatures acceptable? We don't necessarily mean docu-signed; it could be hard copy signed and scanned. We're trying to determine whether State of Tennessee requires an original/wet signature.</p>	<p>Yes, scanned signatures are acceptable. The State does not require an original/wet signature. Signatures do need to meet all other requirements such as the signatory certifies legal authority to bind the proposing entity to provisions in the RFP and any contract awarded. If the signatory is not the Respondent (if an individual) or the Respondent's company President or Chief Executive Officer, this document must attach evidence showing the individual's authority to bind the Respondent.</p>
<p>22. Can you define "completed project" in your request for references? Does this mean a current customer with a completed project or are you asking for former customer references?</p>	<p>It could be a completed project with a current customer or a former customer. It cannot be an ongoing, current project.</p>
<p>23. B.15 - Response evaluations will recognize the positive qualifications and experience of a Respondent that does business with enterprises owned by minorities, women, service-</p>	<p>As indicated in the RFP, all responses will be independently evaluated with one total score for the B Section. However, the diversity portion – B.15 is assessed by the Governor's Office of Diversity Business Enterprise and reviewed by those assessing the entire proposal. There are no "extra" points given, only points potentially eliminated from the possible total. All questions in B.15 must be addressed, with an emphasis on the "Estimated</p>

QUESTION / COMMENT	STATE RESPONSE
<p>disabled veterans, persons with disabilities, and small business enterprises and who offer a diverse workforce.</p> <p>How will responses be recognized for doing business with the described entities? Will additional points be awarded in the General or Technical Requirements section?</p>	<p>Participation” of diversity in the contract.</p>
<p>24. Can we provide two cost proposals, one with additional services and one without?</p>	<p>No, the State will only accept the cost proposal provided in RFP Attachment 6.3.</p>
<p>25. Will the Implementation Fee be removed (or normalized) within the scoring criteria, given the incumbent advantage of not having any transition/startup costs?</p>	<p>The Implementation Fee will not be removed or normalized from the scoring criteria. Implementation will be required for the awarded Contractor regardless who is the best evaluated respondent, including the current contractor. The State added the voluntary products and Medicare Supplement data to this RFP and this is not a requirement in the current contract.</p>
<p>26. Can we make the contract contingent on the State accepting the additional services proposed?</p>	<p>No. The State does not accept this contingency.</p>
<p>27. What is the current size (in Terabyte) of existing historical data, as related to A.5.a? What is the expected annual growth rate?</p>	<p>As of March 7, 2018, the size of the current and historical State data is less than 1.00 Terabyte. The State cannot predict fluctuations in growth or changes. The State allows for agencies to exit or enter our plan, but this does not happen often.</p>
<p>28. A.5.a - Please clarify the term "at minimum" versus "up to" (which suggests a maximum) as it relates to the 10 years of historical data. Is 10 years the minimum or maximum?</p>	<p>Please see the State's response to question #19 above</p>
<p>29. A.5.a - Please clarify if the 10 years of historical data referenced in A.5 is inclusive of the 5 years of data referenced in A.3 or if it is incremental (5+5=10 years total, or 5+10=15 years total).</p>	<p>Please see the State's response to question #19 above</p>
<p>30. There are a few services listed under the Pro Forma Contract that we do not currently perform.</p>	<p>All requirements in Pro Forma Contract Section A – scope of services are required. The State will not modify the requirements.</p>

QUESTION / COMMENT	STATE RESPONSE
<p>If we are the selected vendor of choice, will we be able to remove these obligations from the Contract? For example, the ability to provide benefit modeling on page 55, section E, FWA monitoring capabilities on page 56 F, and the ability to track provider referral patterns on page 57 of the Contract.</p>	
<p>31. On page 53 of the Pro Forma contract there is a section regarding DRG grouper software. Is BSBS TN and Cigna going to pass the DRG codes to the analytics vendor to store for reporting and analysis, or is the analytics vendor [redacted name] expected to include DRG grouper capabilities (e.g. 3M or like) integrated in the proposed analytics solution? And if we don't provide this functionality, is this an automatic disqualification or can the contract be changed to remove this obligation?</p>	<p>All medical claims will include pertinent coding data. The Contractor is expected to include DRG grouper capabilities. Linking and ad-hoc reporting capabilities based on DRG or CPT coding is required.</p> <p>The State will not agree to remove this obligation.</p>
<p>32. In question C. 13, there is a reference to Section E.10 d. in the Pro Forma Contract.</p> <p>Section E 10 is not included in the Pro Forma Contract. Is the Question invalid / not necessary or is the Pro Forma Contract missing the information?</p> <p>Does the State currently have access to a duplicate set of records? If so, what is it used for?</p>	<p>The State has modified the language. Please see Amendment #6 section below.</p> <p>The numbering of Section E of the pro forma contract has been corrected in RFP Release #2.</p> <p>The duplication of data is a critical component of the DSS, especially during disasters such as fire, flood, or even theft. The State thinks this information and retention of duplicate data is necessary. While this information is not necessary information in order to provide a response, this is a requirement in the current contract.</p>
<p>33. C.13 and Contract E.10 - Describe in detail how the</p>	<p>The State is unable to detail how respondents should meet the requirement other than the language that is included in the Pro Forma Contract.</p>

QUESTION / COMMENT	STATE RESPONSE
<p>Respondent will meet the requirement outlined in Pro Forma Contract section E.10.d. to maintain a duplicate set of all records relating to this Program in electronic medium – updated daily and retained for sixty (60) days.</p> <p>Should section E.10 be on page 83 of the pdf file, or is it missing from the Pro Forma Contract?</p>	<p>Please see the State's response to question #32 above.</p> <p>The numbering of Section E of the pro forma contract has been corrected in RFP Release #2.</p>
<p>34. Can we get clarity on the specific measurements being applied to the Performance Guarantees? Currently the documentation reads: If the Contractor fails to perform in accordance with any term or provision of this contract, only provides partial performance of any term or provision of the Contract, violates any warranty, or any act prohibited or restricted by the Contract occurs.</p>	<p>Specific measurements regarding performance guarantees are listed in Contract Attachment B. There are 14 items listed in Contract Attachment B listing the guarantee, assessment and measurement.</p>
<p>35. [Redacted name] provides Software as a Service. With respect to the Pro Forma contract, attached as 6.6 to the RFP, [redacted name] would like to understand the best way to present questions, comments and proposed limited revisions to address the following:</p> <ol style="list-style-type: none"> <li>1. Terms that are not consistent with, or are contrary to a Software as a Service (SaaS) offering.</li> <li>2. A limited number of commercial terms for a SaaS offering, not otherwise inconsistent with state procurement laws.</li> </ol>	<p>The State will not accept additional terms and conditions. Please refer to RFP Section 3.3.1. that reads "A response must <u>not</u> include alternate contract terms and conditions.. If a response contains such terms and conditions, the State, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it."</p> <p>All questions, comments, and proposed revisions to the contract should have been presented during the Written Questions and Comments event noted in Section 2, RFP of Events. The deadline for providing questions was March 5, 2018.</p>
<p>36. C.3.e(1) - In addition to the per member per month fee, the</p>	<p>Please see the State's response to question #7 above.</p>



QUESTION / COMMENT	STATE RESPONSE
<p>Contractor may also invoice the state for any of the State's other contractors' data feeds it received in excess of twenty (20) data feeds per month.</p> <p>Please provide examples of the 20 data feeds the Contractor may receive.</p>	
<p>37. C.19 - Describe in detail any interactive data selection or modeling capabilities provided by the Respondent's DSS.</p> <p>Please provide examples of the desired modeling capabilities.</p>	<p>Below are examples of modeling capabilities:</p> <ul style="list-style-type: none"> <li>• Sub-setting (Cohorts)</li> <li>• Ability to modify logic behind the model: <ul style="list-style-type: none"> <li>○ Roll-ups</li> <li>○ Roll-downs</li> </ul> </li> <li>• Statistical Modeling capabilities: <ul style="list-style-type: none"> <li>○ Predictive Modeling</li> <li>○ Graphic/dashboard interface</li> <li>○ Simulation Modeling</li> <li>○ Trends over time - time series analysis</li> <li>○ Regression (linear (including GLM), logistic, multiple-, etc.)</li> <li>○ Accepting secondary data sources for analysis/modeling</li> <li>○ Cost (ROI) Analysis</li> </ul> </li> <li>• Ability to adjust by (and among groupings): <ul style="list-style-type: none"> <li>○ Sex and age</li> <li>○ Risk Stratification</li> <li>○ Disease Staging</li>   <li>○ US Preventive Services Task Force(USPSTF) A and B Recommendations</li> </ul> </li> <li>• Measures (where relevant): <ul style="list-style-type: none"> <li>○ Per Member Per Month/Year</li> <li>○ Per Patient</li> <li>○ Per 1,000</li> </ul> </li> </ul>
<p>38. C.20 - Describe in detail any monitoring capabilities provided by the Respondent's DSS.</p> <p>Can the State please clarify what it meant by monitoring capabilities? Are you looking to monitor against specific thresholds or trends?</p>	<p>Below are examples of monitoring capabilities:</p> <ul style="list-style-type: none"> <li>• Episode Groupers</li> <li>• Service Category Groupings</li> <li>• DRG Grouper</li> <li>• DCG</li> <li>• Comparison of our Data against benchmarks: <ul style="list-style-type: none"> <li>○ Benefit Plan</li> <li>○ Best Practice</li> <li>○ Geography: <ul style="list-style-type: none"> <li>▪ Division</li> <li>▪ Region</li> </ul> </li> <li>○ Industry</li> <li>○ State</li> <li>○ US Total</li> </ul> </li> </ul>

QUESTION / COMMENT	STATE RESPONSE
	<ul style="list-style-type: none"> <li>○ Work group classification</li> <li>• By Industry Quality Control Measures: <ul style="list-style-type: none"> <li>○ HEDIS Measures</li> <li>○ Health Care Cost and Utilization Project (HCUP) Measures</li> <li>○ Healthy People 2020 (and 2030 following subsequently) Measures</li> </ul> </li> </ul> <p>While the State does not have specific thresholds, the State does look at trends based on plan design, legislation, and other factors.</p>
<p>39. C.27 and Contract A.3.a. - To ensure that the State's enrollment records remain accurate and complete, the Contractor shall, unless otherwise directed by the State, retrieve, via secure medium monthly enrollment files from the State, in the State's Edison enrollment file (currently a .CSV file format). Files will include full population records for all Members with several fields customized by the State. (Previous files have been in the format of ANSI ASC X12N, Benefit Enrollment and Maintenance 834 (5010), version 005010X220A1 and can replace current .CSV format).</p> <p>Section C.27 asks about experience with an 834 eligibility format, while Pro Forma Contract section A.3.a. notes that enrollment would be provided in a .csv format. As a point of clarification, in what format will the State provide eligibility data?</p>	<p>The State's Enterprise Resource Planning Solution (EDISON) has the capability to produce an 834 enrollment file. The State currently utilizes a .csv format and would prefer to continue with .csv format.</p>
<p>40. Section C.27 asks about experience with an 834 eligibility format, while Pro Forma Contract section A.3. a. notes that enrollment would be provided in a .csv format. As a point of clarification, in what</p>	<p>See the State's response to question #39 above.</p>

QUESTION / COMMENT	STATE RESPONSE
format will the State provide eligibility data?	

**3. Add the following as new RFP documents as necessary:**

Appendix 7.9 RFP #31786-00141 Word Format  
Appendix 7.10 Pre-Response Conference PowerPoint

**4. Delete RFP Attachment 6.2, Item A.7 in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):**

<b>A.7</b>	<p>Provide the Respondent's most recent independent audited financial statements. Said independent audited financial statements <u>must</u>:</p> <ol style="list-style-type: none"> <li>(1) Reflect an audit period for a fiscal year ended within the last 36 months.</li> <li>(2) Be prepared with all monetary amounts detailed in United States currency;</li> <li>(3) Be prepared under United States Generally Accepted Accounting Principles (US GAAP);</li> <li>(4) Include: the auditor's opinion letter; financial statements; and the notes to the financial statements; and</li> <li>(5) Be deemed, in the sole discretion of the CPA employed by the State and charged with the financial document review, to reflect sufficient financial stability to undertake the subject agreement with the State.</li> </ol> <p>NOTES:</p> <ul style="list-style-type: none"> <li>▪ Reviewed or Complied Financial Statements will not be deemed responsive to this requirement and will <u>not</u> be accepted.</li> </ul> <p>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><b>OR</b>, in lieu of the aforementioned independent audited financial statements, provide a financial institution's letter of commitment for a general Line of Credit in the amount of <b>One Million Dollars (\$1,000,000.00)</b>, U.S. currency, available to the Respondent. Said letter <u>must</u> specify the Respondent's name, be signed and dated within the past three (3) months by an authorized agent of the financial institution, and indicate that the Line of Credit shall be available for a span of five years.</p>
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**5. Delete RFP Attachment 6.2, Item A.12 in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):**

Submit a signed copy of the Contractor's CPT License Agreement ("Agreement") for Domestic Distribution with The American Medical Association ("AMA") showing that the Contractor is in good standing with the AMA and provide the length of the Agreement.

The Agreement must also show:

1. The Contractor is authorized to distribute and sublicense to State Physicians' Current Procedural Terminology, 2016 Edition, a coding system of nomenclature and five-digit codes for reporting of physician services, and/or ICD-9 / ICD-10 (collectively, "CPT"), which shall be amended.
2. The provision of an updated version of CPT in the System is dependent upon Contractor's continuing contractual relations with the AMA.

If the Respondent utilizes a third party reseller to procure all reference data sets, **the Respondent must to provide a copy of the agreement with the third party reseller to the State showing that it meets the same requirements listed above.** This cannot be an additional expense to the State and the Respondent must certify that the code and grouper information would be available for usage by the State.

6. **Delete RFP Attachment 6.2, Item C.13 in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):**

Describe in detail how the Respondent will meet the requirement outlined in Pro Forma Contract section **E.9.d.** to maintain a duplicate set of all records relating to this Program in electronic medium – updated daily and retained for sixty (60) days.

7. **Delete Contract Section A.18, Items 14, 15, and 16 in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):**

Information Systems			
14.	BC-DR Test Results	<b>E.9</b>	December 1, 2018
15.	Business Continuity/Disaster Recovery (BC-DR) Results Report	<b>E. 9</b> and Attachment C.2	December 1, 2018 and then annually in January beginning in 2019
16.	Duplicate set of data records	<b>E.9</b>	Daily, and maintain for sixty (60) days from date of creation.

8. **Delete Contract Attachment B, Item 8 in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):**

8. Critical Functionality Recovery	
Guarantee	The Contractor’s critical functionality, needed to provide services under this contract, shall be restored within seventy-two (72) hours of failure or disaster occurrence, as described in Contract section <b>E.9.</b>
Assessment	Ten thousand dollars (\$10,000) for each day following the seventy-two (72) hour period that functionality is not restored. Not to exceed Fifty thousand dollars (\$50,000) annually.
Measurement	Measured, reported, assessed and paid annually.

9. **Delete RFP # 31786-00141, in its entirety, and replace it with RFP # 31786-00141, Release # 2, attached to this amendment.** Revisions of the original RFP document are emphasized within the new release.

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