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STATE OF TENNESSEE
DEPARTMENT OF STATE

REQUEST FOR PROPOSALS
FOR
REPLACEMENT OF TENNESSEE BUSINESS ENTITY AND ANNUAL REPORT (TN-BEAR) SYSTEM

RFP # 30501-02620

RFP CONTENTS

SECTIONS:

1.   **INTRODUCTION**

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

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

1.1.   **Statement of Procurement Purpose**

The State seeks to award a new contract for the development, maintenance, support and enhancements of a system used by the State to process and file business documents for the State's customers including:

- Business Formations, Qualifications, Amendments, Annual Reports, Certified Copies, Certificates of Existence, and Certificates of Fact
- Uniform Commercial Code Lien Filings, Searches and Copy Requests
- Trademark Registrations
- Motor Vehicle Temporary Lien Filings
- Summons
- Apostilles & Authentications
- Athlete Agent Licensing
- Non-Resident Fiduciary
- Voluntary Tax Liens
- Notary Commissions
- Online Notary Commissions
- Charitable Solicitations and Gaming Filings
- Other Miscellaneous Filings

A successful bidder will provide a web-based Commercial Off-The-Shelf (COTS) integrated business registration and records management system solution ("the Solution") that will support the State's business processes, as described below, and meet the minimum requirements, deliverables and/or objectives outlined in the *RFP Attachment 6.6, Pro Forma Contract* and *RFP Attachment 6.6, Pro Forma Contract Attachment 3*. The Solution will be a software application installed at the State's designated data center.

The selected contractor shall provide the necessary software development tools, personnel, and project management expertise required to fulfill contractual requirements on time, within scope, and on budget. The State is seeking a vendor with proven experience, in multiple states, to implement its proposed solutions timely and accurately.

High Level Summary of Business Processes
The Division of Business Services within the Department of State accepts and manages the required filings relating to corporations, LLCs, partnerships, non-profits, cooperatives, apostilles, authentication and certification of documents services, assumed name registration process, motor vehicle temporary liens, non-resident fiduciaries, litigation financier registration, and trademarks registration process, as well as records required to be filed and maintained concerning entities doing business in the State of Tennessee, including Uniform Commercial Code (UCC) filings and notaries. The Division also files and maintains a summons database recording service of process for out-of-state defendants. The Division also maintains a public registry of information about businesses and corporate entities operating in Tennessee.

The Division of Charitable Solicitations and Gaming within the Department of State manages charitable organization registrations, disaster relief reporting, gaming event applications, professional solicitor registrations, campaign notices, financial reports, fantasy sports license applications, athlete agent

applications, catastrophic illness trust filings and renewals, updates and amendments on all areas, as well as investigations concerning both registered and non-registered charities and solicitors, in addition to unregistered athlete agents.

The Division of Business Services manages, on an annual basis, approximately 602, 000 annual transactions (excluding rejections), which includes approximately 314,000 active entities (including approximately 8,200 assumed names), and 630,000 non-active entities, processes approximately 250,000 annual reports, and has about 49,000 new filings (excluding rejections) per year.

The Division of Charitable Solicitations and Gaming manages, on an annual basis, approximately 10,250 active charitable organizations including 1,210 exempt organizations, 75 professional solicitor registrations, 7 Fantasy Sports Operator applications, 90 athlete agent applications, 65 catastrophic illness trust filings and 250 investigations.

These Divisions provide services to a wide range of clients and support program delivery by and through a range of stakeholders, third party service providers, and national delivery agents. It is anticipated that this volume will increase through normal growth. The Solution must provide a platform upon which other State functions can be added on an ad-hoc basis, as well as application interfaces (APIs) to other state agencies.

The Department of State is transforming its business processes from a predominantly paper-based, manually driven model to an electronic paperless model in order to meet all legislative mandates and internal service delivery goals. The goals are to (1) streamline the registration process and (2) provide greater transactional efficiency and consistency with the storing and retrieval of the documents. Replacing the Tennessee Business Entity and Annual Reporting (TN-BEAR) System and the Charitable Solicitations and Gaming (CRM) and other existing systems with a modernized process and solution is a critical component in implementing this comprehensive improvement effort. Therefore, the successful bidder will present a comprehensive Solution designed to support an expanding electronic filing and document management system with the ultimate goal being full electronic integration.

The State is open to proposer providing possible solutions, in addition to meeting the functionality requested in this RFP, which include a mechanism to gather and report customer feedback, provide courtesy notifications, reminder notices for upcoming events, and push notifications to communicate important messages, and a robust system of customizable internal and external reports.

The State shall procure these services for the duration of the Pro Forma Contract and other services required to complete activities and deliverables as specified in the Pro Forma Contract for the project. Please note the selected contractor will be required to execute a nondisclosure agreement related to confidential information that may be accessed related to the State's current software.

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

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

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

The *pro forma* contract substantially represents the contract document that the successful Respondent <u>must</u> sign.

1.3 **Nondiscrimination**

No person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of a Contract pursuant to this RFP or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The

Contractor pursuant to this RFP shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

1.4.   **RFP Communications**

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

RFP # 30501-02620

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

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

David Topping
Department of State
312 Rosa L. Parks Ave, 7th FL
Nashville, TN 37243
(615) 741-3382
David.Topping@tn.gov

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

a. Staff of the Governor's Office of Diversity Business Enterprise for assistance available to minority-owned, woman-owned, service-disabled veteran-owned, businesses owned by persons with disabilities, and small businesses as well as general, public information relating to this RFP (visit https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/governor-s-office-of-diversity-business-enterprise--godbe--/godbe-general-contacts.html for contact information); and

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

Tawnie Mathieu
Department of State
Division of Human Resources
312 Rosa L. Parks Ave, 7th FL
Nashville, TN 37243
(615) 253-4548
Melinda.Kelsey@tn.gov

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

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

1.4.5. Respondents must assume the risk of the method of dispatching any communication or response to the State. The State assumes no responsibility for delays or delivery failures resulting from the Respondent's method of dispatch. It is encouraged for suppliers to submit bids digitally.

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

1.4.7. The State reserves the right to determine, at its sole discretion, the method of conveying official, written responses and communications related to this RFP. Such written communications may be transmitted by mail, hand-delivery, facsimile, electronic mail, Internet posting, or any other means deemed reasonable by the State. For internet posting, please refer to the following website: https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/supplier-information/request-for-proposals--rfp--opportunities1.html.

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

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

1.5. **Assistance to Respondents with a Handicap or Disability**

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

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

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

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

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

1.7. **Pre-Response Conference**

A Pre-response Conference will be held at the time and date detailed in the RFP Section 2, Schedule of Events. Pre-response Conference attendance is not mandatory, and prospective Respondents may be limited to a maximum number of attendees depending upon overall attendance and space limitations.

The conference will be held at:

Department of State, Division of Information Technology

312 Rosa L. Parks Ave., 7th Floor
Nashville, TN 37243

The purpose of the conference is to discuss the RFP scope of goods or services. The State will entertain questions, however prospective Respondents must understand that the State's oral response to any question at the Pre-response Conference shall be unofficial and non-binding. Prospective Respondents must submit all questions, comments, or other concerns regarding the RFP in writing prior to the Written Questions & Comments Deadline date detailed in the RFP Section 2, Schedule of Events. The State will send the official response to these questions and comments to prospective Respondents from whom the State has received a Notice of Intent to respond as indicated in RFP Section 1.8 and on the date detailed in the RFP Section 2, Schedule of Events.

1.8. **Notice of Intent to Respond**

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

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

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

1.9. **Response Deadline**

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

2. RFP SCHEDULE OF EVENTS

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

EVENT	TIME (central time zone)	DATE
1. RFP Issued		July 13, 2020
2. Disability Accommodation Request Deadline	2:00 p.m.	July 16, 2020
3. Pre-response Conference	2:00 p.m.	July 21, 2020
4. Notice of Intent to Respond Deadline	2:00 p.m.	July 22, 2020
5. Written "Questions & Comments" Deadline	2:00 p.m.	July 29, 2020
6. State Response to Written "Questions & Comments"		August 19, 2020
7. Response Deadline	2:00 p.m.	September 3, 2020
8. Vendor Presentations (In-Person Nashville, TN)	To Be Scheduled	September 9, 10, 11, 2020
9. State Completion of Technical Response Evaluations		September 28, 2020
10. State Opening & Scoring of Cost Proposals	2:00 p.m.	October 1, 2020
11. State Notice of Intent to Award Released and RFP Files Opened for Public Inspection	2:00 p.m.	October 6, 2020
12. End of Open File Period		October 14, 2020
13. State sends contract to Contractor for signature		October 15, 2020
14. Contractor Signature Deadline	2:00 p.m.	October 21, 2020

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

3. RESPONSE REQUIREMENTS

3.1. Response Form

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.1.2.4. A Respondent must submit the Cost Proposal to the State on a separate e-mail or CD or USB flash drive from the Technical Response (as detailed in RFP Sections 3.2.3., *et seq.*).

3.2. **Response Delivery**

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

3.2.2. A Respondent must submit their response as specified in one of the two formats below.

3.2.2.1. Digital Media Submission

3.2.2.1.1. Technical Response

The Technical Response document should be 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 and should be clearly identified as the:

"RFP # 30501-02620 TECHNICAL RESPONSE ORIGINAL"

and One (1) digital copy of the Technical Response in the form of one (1) digital document in "PDF" format properly recorded on its own otherwise blank, USB flash drive labeled:

"RFP # 30501-02620 TECHNICAL RESPONSE COPY"

The customer references should be delivered by each reference in accordance with RFP Attachment 6.2, Section B.17.

3.2.2.1.2. Cost Proposal

The Cost Proposal should be in the form of one (1) digital document in "PDF" or "XLS" format properly recorded on separate, otherwise blank, standard CD-R recordable disc or USB flash drive clearly labeled:

"RFP #30501-02620 COST PROPOSAL"

An electronic or facsimile signature, as applicable, on the Cost Proposal is acceptable.

3.2.2.2. E-Mail Submission

3.2.2.2.1. Technical Response

The Technical Response document should be in the form of one (1) digital document in "PDF" format or other easily accessible digital format attached to an e-mail to the Solicitation Coordinator. Both the subject and file name should both be clearly identified as follows:

"RFP #30501-02620 TECHNICAL RESPONSE"

The customer references should be delivered by each reference in accordance with RFP Attachment 6.2., Section B.17.

3.2.2.2.2.   Cost Proposal

The Cost Proposal should be in the form of one (1) digital document in "PDF" or "XLS" format or other easily accessible digital format attached to an e-mail to the Solicitation Coordinator. Both the subject and the file name should be clearly identified as follows:

"RFP #30501-02620 COST PROPOSAL"

An electronic or facsimile signature, as applicable, on the Cost Proposal is acceptable.

3.2.3.   For e-mail submissions, the Technical Response and Cost Proposal documents must be dispatched to the Solicitation Coordinator in separate email messages. For digital media submissions, a Respondent must separate, seal, package, and label the documents and copies for delivery as follows:

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

"DO NOT OPEN… RFP # 30501-02620 TECHNICAL RESPONSE FROM [RESPONDENT LEGAL ENTITY NAME]"

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

"DO NOT OPEN… RFP # 30501-02620 COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]"

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

"RFP # 30501-02620 SEALED TECHNICAL RESPONSE & SEALED COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]"

3.2.3.4.   Any respondent wishing to submit a response in a format other than digital may do so by contacting the Solicitation Coordinator.

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

David Topping
Department of State
312 Rosa L. Parks Ave., 7th FL
Nashville, TN 37243
(615) 741-3382
David.Topping@tn.gov

3.3.   Response & Respondent Prohibitions

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

3.3.2.   A response must not restrict the rights of the State or otherwise qualify either the offer to deliver goods or provide services as required by this RFP or the Cost Proposal. If a response restricts the

rights of the State or otherwise qualifies either the offer to deliver goods or provide services as required by this RFP or the Cost Proposal, the State, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it.

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

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

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

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

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

3.3.8. The State shall not consider a response from an individual who is, or within the past six (6) months has been, a State employee. For purposes of this RFP:
3.3.8.1. An individual shall be deemed a State employee until such time as all compensation for salary, termination pay, and annual leave has been paid;

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

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

3.4. **Response Errors & Revisions**

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

3.5. **Response Withdrawal**

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

3.6.   **Additional Services**

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

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

3.7.   **Response Preparation Costs**

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

4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS

4.1. RFP Amendment

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

4.2. RFP Cancellation

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

4.3. State Right of Rejection

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

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

4.4. Assignment & Subcontracting

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

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

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

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

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

4.5. Right to Refuse Personnel or Subcontractors

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

4.6. Insurance

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

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

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

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

4.7.3. Before the Contract resulting from this RFP is signed, the apparent successful Respondent must be registered with the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. The State shall not award a contract unless the Respondent provides proof of such registration or provides documentation from the Department of Revenue that the Contractor is exempt from this registration requirement. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation. To register, please visit the Department of Revenue's Tennessee Taxpayer Access Point (TNTAP) website for Online Registration and the Vendor Contract Questionnaire. These resources are available at the following: https://tntap.tn.gov/eservices/_/#1

4.7.4 Before the Contract resulting from this RFP is signed, the apparent successful Respondent must be in an active and good standing status as reflected in the Tennessee Secretary of State's Division of Business Services.

4.8. **Disclosure of Response Contents**

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

4.8.2. The State will hold all response information, including both technical and cost information, in confidence during the evaluation process.

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

4.9. **Contract Approval and Contract Payments**

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

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

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

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

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

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

4.10.   **Contractor Performance**

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

4.11.   **Contract Amendment**

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

Notwithstanding the above, *pro forma* Contract section A.4. provides for limited service "change orders" without a formal Contract Amendment upon the documented mutual agreement by the Parties.

4.12.   **Severability**

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

4.13. **Next Ranked Respondent**

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

5.   EVALUATION & CONTRACT AWARD

5.1.   Evaluation Categories & Maximum Points

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

EVALUATION CATEGORY	MAXIMUM POINTS POSSIBLE
Mandatory Requirements (refer to RFP Attachment 6.1., Section A)	**Pass/Fail**
General Qualifications & Experience (refer to RFP Attachment 6.2., Section B)	**20**
Technical Qualifications, Experience & Approach (refer to RFP Attachment 6.2., Section C)	**45**
Cost Proposal (refer to RFP Attachment 6.3.)	**35**

5.2.   Evaluation Process

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

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

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

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

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

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

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

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

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

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

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

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

5.3. **Contract Award Process**

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

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

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

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

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

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

materially affect the basis of response evaluations or negatively impact the competitive nature of the RFP and contractor selection process.

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

RFP # 30501-02620 STATEMENT OF CERTIFICATIONS AND ASSURANCES

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

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

1. The Respondent will comply with all of the provisions and requirements of the RFP.

2. The Respondent will provide all services as defined in the Scope of the RFP Attachment 6.6., *Pro Forma* Contract for the total Contract Term.

3. The Respondent, except as otherwise provided in this RFP, accepts and agrees to all terms and conditions set out in the RFP Attachment 6.6., *Pro Forma* Contract.

4. The Respondent acknowledges and agrees that a contract resulting from the RFP shall incorporate, by reference, all proposal responses as a part of the Contract.

5. The Respondent will comply with:

    (a) the laws of the State of Tennessee;

    (b) Title VI of the federal Civil Rights Act of 1964;

    (c) Title IX of the federal Education Amendments Act of 1972;

    (d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government; and,

    (e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government.

6. To the knowledge of the undersigned, the information detailed within the response submitted to this RFP is accurate.

7. The response submitted to this RFP was independently prepared, without collusion, under penalty of perjury.

8. No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Respondent in connection with this RFP or any resulting contract.

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

10. The Respondent affirms the following statement, as required by the Iran Divestment Act Tenn. Code Ann. § 12-12-111: "By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to §12-12-106." For reference purposes, the list is currently available online at: https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-/public-information-library.html.

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

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

SIGNATURE:	
PRINTED NAME & TITLE:	
DATE:	
RESPONDENT LEGAL ENTITY NAME:	

TECHNICAL RESPONSE & EVALUATION GUIDE

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

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

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	**Item Ref.**	**Section A— Mandatory Requirement Items**	**Pass/Fail**
		The Response must be delivered to the State no later than the Response Deadline specified in the RFP Section 2, Schedule of Events.	
		The Technical Response and the Cost Proposal documentation must be packaged separately as required (refer to RFP Section 3.2., *et. seq.*).	
		The Technical Response must NOT contain cost or pricing information of any type.	
		The Technical Response must NOT contain any restrictions of the rights of the State or other qualification of the response.	
		A Respondent must NOT submit alternate responses (refer to RFP Section 3.3.).	
		A Respondent must NOT submit multiple responses in different forms (as a prime and a subcontractor) (refer to RFP Section 3.3.).	
	A.1.	Provide the Statement of Certifications and Assurances (RFP Attachment 6.1.) completed and signed by an individual empowered to bind the Respondent to the provisions of this RFP and any resulting contract. The document must be signed without exception or qualification.	
	A.2.	Provide a statement, based upon reasonable inquiry, of whether the Respondent or any individual who shall cause to deliver goods or perform services under the contract has a possible conflict of interest (*e.g.*, employment by the State of Tennessee) and, if so, the nature of that conflict. NOTE: Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to cancel any award.	
	A.3.	Provide the Respondent's most recent independent audited financial statements. Said independent audited financial statements must: (1) reflect an audit period for a fiscal year ended within the last 36 months; (2) be prepared with all monetary amounts detailed in United States currency; (3) be prepared under United States Generally Accepted Accounting Principles (US GAAP);	

		(4) include: the auditor's opinion letter; financial statements; and the notes to the financial statements; and	
		(5) be deemed, in the sole discretion of the State to reflect sufficient financial stability to undertake the subject agreement with the State.	
		OR, in lieu of the aforementioned independent audited financial statements, provide a financial institution's letter of commitment for a general Line of Credit in the amount of one million dollars ($1,000,000) U.S. currency, available to the Respondent. Said letter <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 at least 12 Months.	
		NOTES:	
		Reviewed or Compiled Financial Statements will not be deemed responsive to this requirement and will not be accepted.	
		All persons, agencies, firms, or other entities that provide opinions regarding the Respondent's financial status must be properly licensed to render such opinions. The State may require the Respondent to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders the opinions.	
	A.4.	Respondent must provide a list of clients where they have successfully deployed a similar business registration system at the level of Secretary of State or its equivalent and the system is hosted by the vendor or a third party. At a minimum, respondent must have successfully deployed a registration system in at least two (2) of the 50 US States. The client list of states must include the name of the state, a contact name and telephone number of a person from the state where the work was successfully completed, a list of the services performed and the dates the services were started and completed. Tennessee cannot be listed as a client state.	
	A.5.	Respondent must have maintained the fully implemented (i.e. Post Go-Live) back office and public facing system referenced in A.4. for a minimum of five (5) years.	
	A.6.	The total annual receipts collected by the system referenced in A.4. were equal to or greater than $5,000,000 in aggregate during at least four of the last five years in which the vendor maintained the fully implemented system.	
	A.7	The respondent must be able to configure their Commercial Off The Shelf (COTS) system to meet the laws, rules, regulations, administrative codes, and processing requirements of the State of Tennessee.	
	A.8	The vendor must be capable of implementing a system that is funded by the agency in increments while under development and deployment until full cost of the development of the product due upon successful launch.	
	A.9	**Mandatory Business Continuity Acknowledgments**	
	A.9.1	Vendor must agree that "critical bug" is defined as an error that prevents the accomplishment of an operational or mission-essential function, prevents the internal/external user from performing a mission-essential function.	
	A.9.2	Vendor must agree that a "high-level bug" is defined as an error that adversely affects the accomplishment of an operational or mission-essential function for which no acceptable alternative workarounds are available.	
	A.9.3	Vendor must agree that a "medium bug" is defined as an error that adversely affects the accomplishment of an operational or mission-	

		essential function for which acceptable alternative workarounds are available.	
	A.9.4	Vendor must agree that a "low bug" is defined as an error that is an internal/external inconvenience and affects operational or mission-essential functions.	
	A.9.5	Vendor must agree to address any critical level bugs found within 48-72 hours of notification by the State depending on the priority level of the bug.	
	A.9.6	Vendor must agree to address any high-level bugs found within 72-96 hours of notification by the State depending on the priority level of the bug.	
	A.9.7	Vendor must agree to address any medium level bugs found within 168-336 hours of notification by the State depending on the priority level of the bug.	
	A.9.7	Vendor must agree to address any low-level bugs found within 720 hours of notification by the State depending on the priority level of the bug.	
	A.9.8	Vendor must agree to address any critical level security vulnerability, as defined by the state, found within 2 hours of notification by the State.	
	A.9.9	Vendor must agree to address any high-level security vulnerability, as defined by the state, found within 8 hours of notification by the State.	
	A.9.10	Vendor must agree to address any medium level security vulnerability, as defined by the state, found within 8 hours of notification by the State.	
	A.9.11	Vendor must agree to address any low-level security vulnerability, as defined by the state, found within 8 hours of notification by the State.	
	A.9.12	Vendor must agree to address any critical level security patch, as defined by the state, within 48 hours of notification by the State.	
	A.9.13	Vendor must agree to address any high-level security patch, as defined by the state, within 72 hours of notification by the State.	
	A.9.14	Vendor must agree to address any medium level security patch, as defined by the state, within 120 hours of notification by the State.	
	A.9.15	Vendor must agree to address any low-level security patch, as defined by the state, within 720 hours of notification by the State.	
State Use – Solicitation Coordinator Signature, Printed Name & Date:			

TECHNICAL RESPONSE & EVALUATION GUIDE

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

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

RESPONDENT LEGAL ENTITY NAME:		

Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of license for each person or entity that renders such opinions.
	B.11.	Provide a brief, descriptive statement detailing evidence of the Respondent's ability to deliver the goods or services sought under this RFP (*e.g.*, prior experience, training, certifications, resources, program and quality management systems, *etc.*).
	B.12.	Provide a narrative description of the proposed project team, its members, and organizational structure along with an organizational chart identifying the key people who will be assigned to deliver the goods or services required by this RFP.
	B.13.	Provide a personnel roster listing the names of key people who the Respondent will assign to meet the Respondent's requirements under this RFP along with the estimated number of hours that each individual will devote to that performance. Follow the personnel roster with a resume for each of the people listed. The resumes must detail the individual's title, education, current position with the Respondent, and employment history.
	B.14.	Provide a statement of whether the Respondent intends to use subcontractors to meet the Respondent's requirements of any contract awarded pursuant to this RFP, and if so, detail: (a) the names of the subcontractors along with the contact person, mailing address, telephone number, and e-mail address for each; (b) a description of the scope and portions of the goods each subcontractor involved in the delivery of goods or performance of the services each subcontractor will perform; <u>and</u> (c) a statement specifying that each proposed subcontractor has expressly assented to being proposed as a subcontractor in the Respondent's response to this RFP.

	B.15.	Provide documentation of the Respondent's commitment to diversity as represented by the following:
		
		(a) <u>Business Strategy</u>. Provide a description of the Respondent's existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, 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, service-disabled veterans, persons with disabilities, and small business enterprises. Please include the following information:
		
		   (i) contract description;
		
		   (ii) contractor name and ownership characteristics (*i.e.*, ethnicity, gender, service-disabled veteran-owned or persons with disabilities);
		
		   (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, service-disabled veterans, persons with disabilities and small business enterprises if a contract is awarded to the Respondent pursuant to this RFP. Please include the following information:
		
		   (i) a percentage (%) indicating the participation estimate. (Express the estimated participation number as a percentage of the total estimated contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics only and **DO <u>NOT</u> INCLUDE DOLLAR AMOUNTS**);
		
		   (ii) anticipated goods or services contract descriptions;
		
		   (iii) names and ownership characteristics (i.e., ethnicity, gender, service-disabled veterans, or disability) of anticipated subcontractors and supply contractors.

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	**Item Ref.**	**Section B— General Qualifications & Experience Items**
		NOTE: In order to claim status as a Diversity Business Enterprise under this contract, businesses must be certified by the Governor's Office of Diversity Business Enterprise (Go-DBE). Please visit the Go-DBE website at https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9810 for more information. (d) Workforce. Provide the percentage of the Respondent's total current employees by ethnicity and gender. NOTE: Respondents that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and subcontractors. Response evaluations will recognize the positive qualifications and experience of a Respondent that does business with enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises and who offer a diverse workforce.
	B.16.	Provide a statement of whether or not the Respondent has any current contracts with the State of Tennessee or has completed any contracts with the State of Tennessee within the previous five (5) year period. If so, provide the following information for all of the current and completed contracts: (a) the name, title, telephone number and e-mail address of the State contact knowledgeable about the contract; (b) the procuring State agency name; (c) a brief description of the contract's scope of services; (d) the contract period; and (e) the contract number.

	B.17.	Provide customer references from individuals who are not current or former State employees for projects similar to the goods or services sought under this RFP and which represent:
		
		 ▪ two (2) accounts Respondent currently services that are similar in size to the State; and
		
		 ▪ three (3) completed projects.
		
		 References from at least three (3) different individuals are required to satisfy the requirements above, e.g., an individual may provide a reference about a completed project and another reference about a currently serviced account. The standard reference questionnaire, which must be used and completed, is provided at RFP Attachment 6.4. References that are not completed as required may be deemed non-responsive and may not be considered.
		
		 The Respondent will be solely responsible for obtaining fully completed reference questionnaires and ensuring they are e-mailed to the Solicitation Coordinator or including them in the sealed Technical Response. In order to obtain and submit the completed reference questionnaires follow one of the two processes below.
		
		 Written:
		
		 (a) Add the Respondent's name to the standard reference questionnaire at RFP Attachment 6.4. and make a copy for each reference.
		
		 (b) Send a reference questionnaire and new, standard #10 envelope to each reference.
		
		 (c) Instruct the reference to:
		    (i) complete the reference questionnaire;
		    (ii) sign and date the completed reference questionnaire;
		    (iii) seal the completed, signed, and dated reference questionnaire within the envelope provided;
		    (iv) sign his or her name in ink across the sealed portion of the envelope; and

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	**Item Ref.**	**Section B— General Qualifications & Experience Items**
		(v) return the sealed envelope directly to the Respondent (the Respondent may wish to give each reference a deadline, such that the Respondent will be able to collect all required references in time to include them within the sealed Technical Response). (d) Do NOT open the sealed references upon receipt. (e) Enclose all sealed reference envelopes within a larger, labeled envelope for inclusion in the Technical Response as required. Email: (a) Add the Respondent's name to the standard reference questionnaire at RFP Attachment 6.4. and make a copy for each reference. (b) E-mail the reference with a copy of the standard reference questionnaire. (c) Instruct the reference to: (i) complete the reference questionnaire; (ii) sign and date the completed reference questionnaire; (iii) E-mail the reference directly to the Solicitation Coordinator by the RFQ Technical Response Deadline with the Subject line of the email as "[Respondent Name] Reference for RFP 30501-02620". NOTES: ▪ The State will not accept late references or references submitted by any means other than the two which are described above, and each reference questionnaire submitted must be completed as required. ▪ The State will not review more than the number of required references indicated above. ▪ While the State will base its reference check on the contents of the sealed reference envelopes included in the Technical Response package, the State reserves the right to confirm and clarify information detailed in the completed reference questionnaires and may consider clarification responses in the evaluation of references. ▪ The State is under no obligation to clarify any reference information.
	B.18.	Provide a statement and any relevant details addressing whether the Respondent is any of the following: (a) is presently debarred, suspended, proposed for debarment, or voluntarily excluded from covered transactions by any federal or state department or agency; (b) has within the past three (3) years, been convicted of, or had a civil judgment rendered against the contracting party from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (c) is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed above; and (d) has within a three (3) year period preceding the contract had one or more public transactions (federal, state, or local) terminated for cause or default.
		SCORE *(for all Section B—Qualifications & Experience Items above)*: *(maximum possible score = 20)*

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	**Item Ref.**	**Section B— General Qualifications & Experience Items**
State Use – Evaluator Identification:		

TECHNICAL RESPONSE & EVALUATION GUIDE

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

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

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

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

RESPONDENT LEGAL ENTITY NAME:					

Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	C.1.	Provide a narrative that illustrates the Respondent's understanding of the State's requirements and project schedule.		3	
	C.2.	Provide a narrative that illustrates how the Respondent will complete the scope of services, accomplish required objectives, and meet the State's project schedule.		3	
	C.3.	Provide a narrative that illustrates how the Respondent will manage the project, ensure completion of the scope of services, and accomplish required objectives within the State's project schedule.		3	
	C.4	**Administration/Configuration**			
	C.4.1	Proposed solution must include configuration settings that allow SOS IT Admin users to enable/disable or turn on/off online filings by entity type, filing type, etc. without code changes after implementation.		1	
	C.4.2	Proposed solution must provide the ability to generate reports containing an overview and/or detail of any system or employee activity based on user defined parameters without vendor assistance after implementation.		1	
	C.4.3	Proposed solution must provide the ability for staff to manage, sort and route tasks.		1	
	C.4.4	Proposed solution must provide ability for staff and administrators to modify work assignments during any phase of the process.		1	
	C.4.5	Proposed solution must ensure that user access levels shall be tiered for internal user access levels and permissions.		1	
	C.4.6	Proposed solution must have the ability to restrict access to features and areas of the application based on user roles.		1	

	C.4.7	Proposed solution must provide capability to create and modify the layouts of letters and certificates without requiring vendor assistance.		1	
	C.4.8	Proposed solution must be compatible with being hosted in a virtualized environment such as Microsoft Windows Server Hyper-V or VMWare.		1	
	C.4.9	Proposed solution must allow authorized internal users to create, modify and delete business rules without vendor assistance after implementation.		1	
	C.4.10	The proposed solution must provide capability for authorized SOS user(s) to re-configure online system edits and validations based on the business rules as they change due to legislative or policy mandates without requiring assistance of the Vendor.		1	
	C.4.11	Proposed solution must have the ability to create, update and manage user roles and permissions for internal users.		1	
	C.4.12	Vendor will define communication, authorization, remediation, and documentation of workarounds implemented due to resource or technological restraints until such time as resources or technology is available to resolve the "Bug", as defined herein.		1	
	C.5	**Audit**			
	C.5.1	Proposed solution must maintain audit log for all changes to records containing information on edit date, last edit user and previously stored content.		1	
	C.5.2	Proposed solution should maintain a record (e.g. audit trail) of all additions, changes and deletions made to data in the system.		1	
	C.6	**Authentication & Authorization**			
	C.6.1	Proposed solution must require customers to create an online account before they may submit a filing.		1	
	C.6.2	Proposed solution must have the ability to control access to areas of the system according to defined permissions and roles.		1	
	C.6.3	Proposed solution must include forgot password functionality for external users.		1	
	C.6.4	Proposed solution must include the ability to disable an online account.		1	
	C.6.5	Proposed solution must have the capability to use a single sign on server utilizing the following industry standard protocols: Security Assertion Markup Language (SAML) or minimum of Oauth 2.0.		1	
	C.7	**Correspondence**			
	C.7.1	Proposed solution must have ability to generate and access specific correspondence templates.		1	
	C.7.2	Proposed solution must have ability to generate and send a single correspondence or mass correspondence to specific users.		1	

	C.7.3	Proposed solution must have ability to log and retrieve all correspondence sent to users.		1	
	C.7.4	Ability to provide filing acknowledgments via paper or electronically based on submission method.		1	
	C.7.5	Proposed solution must store all correspondence generated and provide the ability for retrieval.		1	
	C.7.6	Proposed solution must generate renewal, expiration notices and change record status.		1	
	C.7.7	Proposed solution must provide functionality for internal staff to manage forms and notices for mailings.		1	
	C.7.8	Proposed solution must provide ability to integrate signature images to be reflected on certificates and correspondence.		1	
	C.7.9	Proposed solution must provide ability to reprint previously generated certificates, rejection letters and receipts.		1	
	C.8	**Financial**			
	C.8.1	Proposed solution must have the ability to interface with a 3rd party payment system for credit cards and e-checks.		1	
	C.8.2	Proposed solution must support tokenization as outlined in the PCI DSS Tokenization Guidelines. https://www.pcisecuritystandards.org/documents/Tokenization_Guidelines_Info_Supplement.pdf.		1	
	C.8.3	Proposed solution must be able to associate a payment to a filing for online and manual submissions.		1	
	C.8.4	Proposed solution must provide audit tracking for all financial processing associated to a submission.		1	
	C.8.5	Proposed solution must allow for in-house cash payments for submissions.		1	
	C.8.6	Proposed solution must include a check scanning process in compliance with the 21st Century Act (Check 21).https://www.federalreserve.gov/paymentsystems/regcc-faq-check21.htm		1	
	C.8.7	Proposed solution must provide the ability to save scanned check images.		1	
	C.8.8	Proposed solution must allow for a Point of Sale (POS) system for in person payments.		1	
	C.8.9	Proposed solution must reconcile payment batches and change payment status nightly.		1	
	C.8.10	Proposed solution must have ability to refund/return/release fees for rejected filings.		1	
	C.8.11	Proposed solution must have the ability to process disputed and returned payments.		1	
	C.8.12	Proposed solution must have the ability to search and review payment information associated to a filing.		1	

	C.8.13	Proposed solution must have the ability to adjust/modify payment information associated to a filing based on permissions.		1	
	C.8.14	Proposed solution must provide the ability to associate one payment to multiple submissions.		1	
	C.8.15	Proposed solution must provide the ability to associate multiple payments to one or more submissions.		1	
	C.8.16	Proposed solution must provide the ability to create a fiscal record for every payment received and create an audit trail.		1	
	C.8.17	Proposed solution must provide the ability to search for payments by date captured.		1	
	C.8.19	Proposed solution must have the ability to calculate penalties and late fees based on filing rules.		1	
	C.8.19	Proposed solution must have the ability to assign parts of a payment to multiple general ledger accounts.		1	
	C.8.20	Proposed solution must provide the ability to create/edit fiscal categories and general ledger accounts.		1	
	C.8.21	Proposed solution must have the ability to calculate filing fees based on entity data and other data elements selected by the external user.		1	
	C.8.22	Proposed solution must have the ability to modify penalties and late fees on a filing based on business rules.		1	
	C.8.23	Proposed solution must provide the ability to track modifications made to a filing with regards to penalties and late fees.		1	
	C.9	**General**			
	C.9.11	Proposed solution must have capability to link identifiers to related corporations, registered agents, officers, trademarks, customers, Fantasy Sports and Athlete Agents so the relationships can be easily recognized and located in the system.		1	
	C.9.2	Proposed solution must have capability to link corporation identifiers to related Charitable organization, officers, Professional Solicitors so the relationships can be easily recognized and located in the system.		1	
	C.9.3	The proposed solution must have the ability to generate text and xml data files for external customers.		1	
	C.9.4	Proposed solution must allow for API connections with other state agencies to both send and receive data.		1	
	C.9.5	Proposed solution should recognize weekends, state holidays and office closures and no include them in the business day counts.		1	
	C.9.6	Proposed solution must allow internal users to enter, manage and maintain confidential investigation notes and documents on registered and non-registered charitable organization and solicitors.		1	

	C.9.7	Proposed investigation solution must have capability to link identifiers to related charitable organization and solicitors.		1	
	C.9.8	Proposed external solution must meet W3C Accessibility Standards set out in the Web Content Accessibility Guidelines (WCAG 2.0 or higher.) https://www.w3.org/WAI/standards-guidelines/.		1	
	C.9.9	Proposed solution must include dashboard functionality for external users to edit draft and rejected submissions as well as view submitted and approved filings.		1	
	C.9.10	Proposed solution must include responsive web design for external users.		1	
	C.10	**Inquiries/Searches**			
	C.10.1	Proposed solution must have the ability to display specific information about entities to the public without user login.		1	
	C.10.2	Proposed solution must provide search capabilities for users, admin and public searches.		1	
	C.10.3	The proposed solution must have the ability for internal and external search for Business Services.		1	
	C.10.4	The proposed solution must have the ability for internal and external search for Notary.		1	
	C.10.5	The proposed solution must have the ability for internal and external search for UCC.		1	
	C.10.6	The proposed solution must have the ability for internal and external search for Trademarks.		1	
	C.10.7	The proposed solution must have the ability for internal and external search for Charitable Organizations.		1	
	C.10.8	The proposed solution must have the ability for internal and external search for Athlete Agent.		1	
	C.10.9	The proposed solution must have the ability for internal and external search for Fantasy Sports.		1	
	C.10.10	The proposed solution must have the ability for internal and external search for Summons.		1	
	C.10.11	The proposed solution must have the ability for internal search for Catastrophic Illness Trusts.		1	
	C.10.12	The proposed solution must provide the ability to conduct name searches that are not case specific.		1	
	C.10.13	The proposed solution must provide the ability to perform Name Availability searches.		1	
	C.10.14	The proposed solution must provide ability to restrict certain filings from public display as required by business rules and laws.		1	
	C.10.15	The proposed solution must provide ability to restrict certain filings from internal display as required by business rules based on permissions.		1	

	C.10.16	Proposed solution must include distinguishable name validation when required.		1	
	C.10.17	Proposed solution must include a robust internal search functionality.		1	
	C.11	**Migration**			
	C.11.1	The vendor will provide a migration plan which successfully moves all data into one application.		1	
	C.11.2	Proposed solution must provide for migrating existing data from current applications and file systems.		1	
	C.11.3	The vendor must ensure that the data is analyzed for integrity, gaps identified where necessary and recommend where differences will need to be reconciled.		1	
	C.11.4	The vendor must provide a migration plan that will include multiple migrations to include historical data, data through development and 'Go Live' data.		1	
	C.11.5	The vendor must plan for the addition and modification of data throughout the migration process.		1	
	C.11.6	The proposed solution must ensure that migration will keep a 1:1 relationship between filings and an entity.		1	
	C.11.7	The proposed solution must ensure that migration will keep a 1:1 relationship between a filing and an associated image.		1	
	C.11.8	The vendor must identify, convert and compress images to PDF during the migration process.		1	
	C.12	**Reporting**			
	C.12.1	Proposed solution must provide ability to generate and view a variety of workflow reports and statistics.		1	
	C.12.2	Proposed solution must provide ability to report/query on any field captured in the system without vendor assistance after implementation.		1	
	C.12.3	Proposed solution must allow for export to PDF, Excel or CSV.		1	
	C.12.4	Proposed solution must have ability to design and run report for all historical and current data.		1	
	C.12.5	Proposed solution must provide the functionality to allow for the creation of custom reports.		1	
	C.12.6	Proposed solution must provide the ability to display summary of charitable financial reports to the external user via charts as well as the detailed view.		1	
	C.12.7	Proposed solution must provide ability to create and generate ad-hoc reports.		1	
	C.13.	**Scanning/Imaging**			
	C.13.1	Proposed solution must include an integrated imaging and document repository solution that ensures		1	

		consistency between database records and stored images.			
	C.13.2	Proposed solution must include the ability to upload documents which were scanned outside of the system and associated them to an entity.		1	
	C.13.3	Proposed solution must have the ability to upload scanned documents and associate them to an entity/filing.		1	
	C.13.4	Proposed solution must allow for import and scanning of images for in-house submissions.		1	
	C.13.5	Documents generated by the proposed solution must be electronically generated for the purpose of being stored in the system without being printed.		1	
	C.13.6	Any correspondence issued electronically by the proposed solution must also be stored in the system.		1	
	C.13.7	Proposed solution must provide functionality to regenerate for print or issuance, any document generated and/or stored in the system.		1	
	C.13.8	Proposed solution must automatically assign a unique tracking number.		1	
	C.13.9	Proposed solution must make stored documents retrievable for searching and viewing for the public and subscribers.		1	
	C.13.10	Proposed solution must capture and store images in color.		1	
	C.13.11	Proposed solution must provide capability for customer to save/print a copy of approved online submission. (PDF)		1	
	C.13.12	Proposed solution must allow for redactions of personally identifiable information (PII) as defined in US OMB M-10-23.		1	
	C.13.13	Proposed solution must include the ability to import digital microfilm images into the proposed solution and link them to existing records.		1	
	C.13.14	Proposed solution must store images as compressed PDF files in the database.		1	
	C.13.15	Proposed solution must store all documents as a single file linked to the entity or submission.		1	
	C.13.16	Proposed solution must provide ability to store all documents in perpetuity for active and inactive entities.		1	
	C.13.17	Proposed solution must provide ability to view or remove scanned/imaged documents.		1	
	C.13.18	Proposed solution must provide ability to create and recreate documents.		1	
	C.13.19	The proposed solution must provide the ability for optical scanning capabilities to identify and automatically read barcodes printed on documents for indexing purposes.		1	

	C.13.20	The proposed solution must support the deletion of scanned images.		1	
	C.13.21	Proposed solution must provide technology to redact specific sensitive information from scanned images.		1	
	C.13.22	Proposed solution must have the ability to support virus and malware scan of external user uploads and react to the results of the scan.		1	
	C.13.23	Proposed solution must provide functionality to identify and redact certain data from 'official' image to allow for public viewing and certifications.		1	
	C.13.24	Proposed solution must provide for automated redaction for all transactions and documents by the system where possible.		1	
	C.13.25	Proposed solution must provide the ability to manually redaction information from documents.		1	
	C.13.26	Proposed solution must have capability to preserve the original document and the various 'redacted' layers of the image.		1	
	C.13.27	Proposed solution must make redacted documents available for public access.		1	
	C.13.28	Proposed solution must have the ability to generate a thumbnail display of a logo online and print on the certificate.		1	
	C.13.29	Proposed solution must have the ability to manually and automatically assign the date/time to approved filings.		1	
	C.14	**Security & Infrastructure**			
	C.14.1	Proposed solution must provide ability for external user to create and manage web accounts without agency intervention.		1	
	C.14.2	Proposed solution must provide ability to send a verification email when an external user creates a user account.		1	
	C.14.3	Proposed solution must provide ability to send account update email to external user when changes have been made to their account profile.		1	
	C.14.4	Proposed solution must have the ability to differentiate between internal and external users.		1	
	C.14.5	Proposed solution must integrate with Active Directory (AD) for internal users.		1	
	C.14.6	Proposed solution must support role-based access and permissions.		1	
	C.14.7	Proposed solution must support customizable roles, user permission and role permissions.		1	
	C.14.8	Proposed solution must separate the storage and management of web users accounts and internal user accounts.		1	
	C.14.9	Proposed system's web server must support minimum TLS V.12 with minimum cipher suites of TLS 1.2,		1	

		ECDHE_RSA with P-256, and AES_128_GCM OR TLS_ECDHE_RSA_WITH_AES_256_GCM_SHA384 and must support Forward Secrecy.			
	C.14.10	Proposed solution must be secured to protect all PII in motion and while at rest.		1	
	C.14.11	The vendor must meet all currently applicable Payment Card Industry Data Security Standards (PCIDSS) security requirements and any updates thereto, all as reflected at https://www.pcisecuritystandards.org.		1	
	C.14.12	Proposed web server must support current standards for connection security, data security and connection authentication such as NIST SP800-52r1 and PCI-DSS. https://www.ssl.com/article/guide-to-tls-standards-compliance/.		1	
	C.14.13	Proposed solution should include file integrity with programmatic checksum verification with a minimum SHA-256.		1	
	C.14.14	Proposed solution must comply with the State's Enterprise Information Security Policies. A copy of the policy will be provided to the vendor upon execution of a contract and non-disclosure agreement.		1	
	C.14.15	Proposed client operating system must maintain compatibility with the latest release and patches for Microsoft enterprise class O/S.		1	
	C.14.16	Proposed server operating system must maintain compatibility with the latest release and patches for Microsoft enterprise class O/S.		1	
	C.14.17	Proposed database server must maintain compatibility with the latest release and patches for Microsoft enterprise class database server.		1	
	C.14.18	Proposed application server must maintain compatibility with the latest release and patches for enterprise class application server.		1	
	C.14.19	Proposed web server must maintain compatibility with the latest release and patches for Microsoft enterprise class web server.		1	
	C.14.20	Proposed solution must support the latest supported server-side captcha.		1	
	C.14.21	Proposed solution must use windows authentication on Microsoft SQL server.		1	
	C.14.22	Proposed host operating system must support high availability implemented using load balancers, data replication and session management techniques.		1	
	C.14.23	Proposed application must support high availability in either load balanced and automated failover technology.		1	
	C.14.24	Proposed website must support high availability in either a load balanced or network failover technology.		1	
	C.14.25	Proposed database server must support high availability using replication technology.		1	

	C.14.26	Application data manipulation for the proposed solution must be logged at the transaction level.		1	
	C.14.27	Application data for the proposed solution must be recoverable to a point in time through the use of transaction logs.		1	
	C.14.28	Data manipulation transactions for the proposed solution must support complete atomicity.		1	
	C.14.29	Data entry transactions for the proposed solution must support complete atomicity.		1	
	C.14.30	Proposed solution will include the ability to audit the database for orphan data.		1	
	C.14.31	Proposed solution will provide for an audit log for all web transactions allowing for complete reconstruction of each transaction.		1	
	C.14.32	Proposed solution will provide for an audit log for internal user transactions allowing for complete reconstruction of each transaction.		1	
	C.14.33	Proposed solution will provide for the logging of application errors allowing for accurate analysis of errors and failures.		1	
	C.14.34	Proposed solution must support complete testing and staging environments.		1	
	C.14.35	Vendor will have complete installation, configuration, maintenance and recovery documentation allowing for the administration and recovery of the entire application by SOS systems administrator.		1	
	C.14.36	Vendor will define communication, authorization, remediation, and documentation of workarounds implemented due to resource or technological restraints until such time as resources or technology is available to resolve the Risk.		1	
	C.14.37	Proposed solution must have the ability to support a 3rd party identity verification and authentication product.		1	
	C.14.38	Proposed solution must support the most current browser versions of Internet Explorer, Chrome, Safari and Firefox with backwards compatibility of 2 previous builds.		1	
	C.14.39	Proposed solution must support encryption of data, including the ability to transmit and receive encrypted files and messages.		1	
	C.15	**Submission Process**			
	C.15.1	Proposed solution must have the ability to show/hide subsequent filing options online based on entity status and business rules.		1	
	C.15.2	Proposed solution must provide external users with online filing options for various types of submissions. (e.g. Registrations, Applications, Filings)		1	
	C.15.3	Proposed solution must allow external users to save a draft of their submission to complete later.		1	

	C.15.4	Proposed solution must allow external users to edit and resubmit online submissions after rejection.		1	
	C.15.5	Proposed solution must provide external users the ability to file modifications to records online based on business rules. (e.g. Amendments, Renewals, subsequent filings, cancellations)		1	
	C.15.6	Proposed solution must allow external users to request document copies and certificates online.		1	
	C.15.7	Proposed solution must allow external users to upload attachments with online submissions.		1	
	C.15.8	Proposed solution must provide a way for external users to submit required attachments exceeding the upload limit via another method.		1	
	C.15.9	Proposed solution should have the ability to accommodate multipart uploads by external users.		1	
	C.15.10	Proposed solution must include the ability to submit XML filings for UCC.		1	
	C.15.11	Proposed solution must allow external users to prepare submissions online but print and mail submission.		1	
	C.15.12	Proposed solution must allow external users to submit multiple filings with one checkout (shopping cart).		1	
	C.16	**System Process/Task Management**			
	C.16.1	Proposed solution must allow internal users the ability to reject online submissions.		1	
	C.16.2	Proposed solution must automatically generate a unique identification number upon submission.		1	
	C.16.3	Proposed solution must have ability to automatically generate a rejection notice to customer from reject reason selected by internal user.		1	
	C.16.4	Proposed solution must allow internal users to process various types of submissions manually.		1	
	C.16.5	Proposed solution must give internal users the ability to add temporary and permanent notes to records.		1	
	C.16.6	Proposed solution must allow for later effective dates on business entity filings.		1	
	C.16.7	Proposed solution must allow for later effective dates for amendments and make changes on said date.		1	
	C.16.8	Proposed solution must provide the ability to store, save images and search official signatures for authentications.		1	
	C.16.9	Proposed solution must provide the ability to create a workflow queue with work assignments.		1	
	C.16.10	Proposed solution must have the ability to assign work assignments to specific staff.		1	
	C.16.11	Proposed solution must provide the ability for internal users to add custom text to correspondence as needed.		1	

	C.16.12	Proposed solution must provide separate workflow queues base on filing types.		1	
	C.16.13	Proposed solution must include the ability to add a 'filed' stamp to all approved filings.		1	
	C.17	**Testing & Training**			
	C.17.1	Proposed solution must include a well-defined testing plan that includes unit, integration and user acceptance testing ("UAT") during implantation and any time there is a modification to the code and/or functionality.		1	
	C.17.2	The vendor must utilize an issue tracking system, as designated by the State, for reporting and tracking of "bugs," as defined by the State.		1	
	C.17.3	The vendor must ensure that all promotions successfully complete UAT before deployment.		1	
	C.17.4	Proposed solution should support having multiple environments. (Development, Test, Staging and Production)		1	
	C.17.5	The vendor must develop and provide training using the 'train the trainer' method.		1	
	C.17.6	The vendor must provide onsite training at the Tennessee Secretary of State.		1	
	C.18.	**Validations**			
	C.18.1	Proposed solution must provide field level validation.		1	
	C.18.2	Proposed solution must clearly indicate required fields during online submission entry.		1	
	C.18.3	Proposed solution must provide certificates validation functionality.		1	

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

Total Raw Weighted Score	**X 45** *(maximum possible score)*	**= SCORE:**	
Maximum Possible Raw Weighted Score *(i.e., 5 x the sum of item weights above)*			

State Use – Evaluator Identification:

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

COST PROPOSAL & SCORING GUIDE
NOTICE: THIS COST PROPOSAL MUST BE COMPLETED <u>EXACTLY</u> AS REQUIRED

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

ADDITIONAL REQUIREMENTS FOR COMPLETING PROPOSED COST (*I.E.*, MINIMUM AMOUNT, "BLANK" CELLS, *ETC.*)

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

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

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

RESPONDENT SIGNATURE:	
PRINTED NAME & TITLE:	
DATE:	
RESPONDENT LEGAL ENTITY NAME:	

Cost Item Description	Proposed Cost	State Use Only	
		Evaluation Factor	**Evaluation Cost** (cost x factor)
Setup/Configuration/Installation	**$ (Fixed Price)**	1	
Data Migration	**$ (Fixed Price)**	1	
Image Migration	**$ (Fixed Price)**	1	
System Training	**$ (Fixed Price)**	1	
First Year Support and Maintenance/Warranty	**$ (Fixed Price)**	1	
Second Year Support and Maintenance/Warranty	**$ (Fixed Price)**	1	
Third Year Support and Maintenance/Warranty	**$ (Fixed Price)**	1	
Change Order	**$ / HOUR**	1	

		State Use Only	
Cost Item Description	**Proposed Cost**	**Evaluation Factor**	**Evaluation Cost** (cost x factor)
EVALUATION COST AMOUNT (sum of evaluation costs above)**:** The Solicitation Coordinator will use this sum and the formula below to calculate the Cost Proposal Score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.			
lowest evaluation cost amount from <u>all</u> proposals _____ **evaluation cost amount being evaluated**	**x 35** (maximum section score)	**=** **SCORE:**	
State Use – Solicitation Coordinator Signature, Printed Name & Date:			

RESPONDENT LEGAL ENTITY NAME:

REFERENCE QUESTIONNAIRE

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

The Respondent will be <u>solely</u> responsible for obtaining completed reference questionnaires as required (refer to RFP Attachment 6.2., Technical Response & Evaluation Guide, Section B, Item B.17.).

RFP # 30501-02620 REFERENCE QUESTIONNAIRE

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

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

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

▪ complete this questionnaire (either using the form provided or an exact duplicate of this document);

▪ sign and date the completed questionnaire; and follow either process outlined below:

<u>Physical</u>

▪ seal the completed, signed, and dated questionnaire in a new standard #10 envelope;

▪ sign in ink across the sealed portion of the envelope; and

▪ return the sealed envelope containing the completed questionnaire directly to the reference subject.

<u>E-mail</u>

▪ email the completed questionnaire to the Solicitation Coordinator, David Topping at David.Topping@tn.gov.

---

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

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

NAME:	
TITLE:	
TELEPHONE #	
E-MAIL ADDRESS:	

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

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

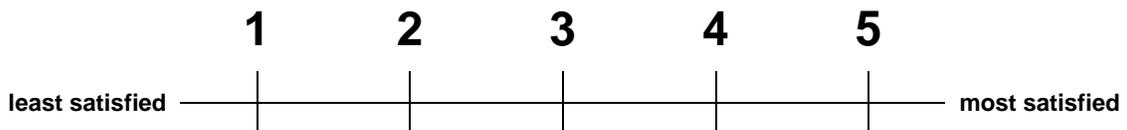*Please respond by circling the appropriate number on the scale below.*

<p align="center">1   2   3   4   5</p>

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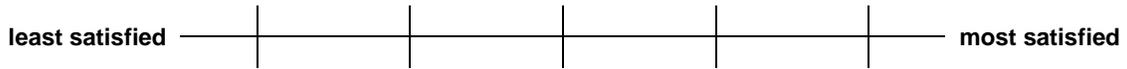
If you circled 3 or less above, what could the reference subject have done to improve that rating?

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

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

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

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

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

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

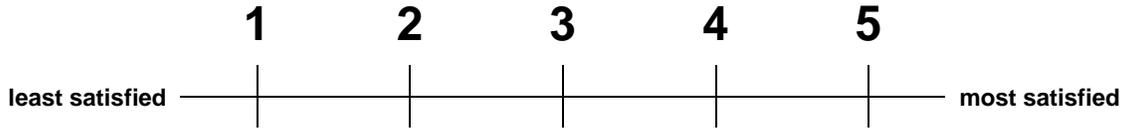*Please respond by circling the appropriate number on the scale below.*

1   2   3   4   5

least satisfied ——— | — | — | — | ——— most satisfied

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

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

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

<p style="text-align:center">1 2 3 4 5</p>

least satisfied ———|———|———|———|———|——— most satisfied

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

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

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

<p style="text-align:center">1 2 3 4 5</p>

least satisfied ———|———|———|———|———|——— most satisfied
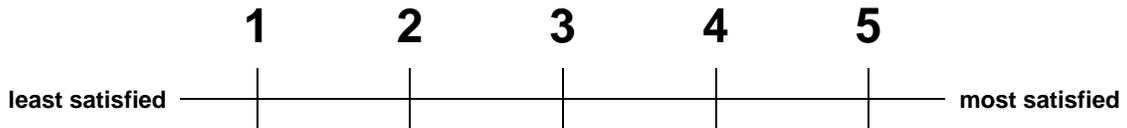
What, if any, comments do you have regarding the score selected above?

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

_____

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

DATE:

_____

SCORE SUMMARY MATRIX

	RESPONDENT NAME		*RESPONDENT NAME*		*RESPONDENT NAME*	
GENERAL QUALIFICATIONS & EXPERIENCE (maximum: 20)						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
	AVERAGE:		**AVERAGE:**		**AVERAGE:**	
TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH (maximum: 45)						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
	AVERAGE:		**AVERAGE:**		**AVERAGE:**	
COST PROPOSAL (maximum 35)	**SCORE:**		**SCORE:**		**SCORE:**	
TOTAL RESPONSE EVALUATION SCORE: (maximum: 100)						
Solicitation Coordinator Signature, Printed Name & Date:						

RFP # 30501-02620 *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 RFP.

CONTRACT

(fee-for-goods or services contract with an individual, business, non-profit, or governmental entity of another state)

Begin Date	End Date	Agency Tracking #	Edison Record ID
		30501-02620	

Contractor Legal Entity Name	Edison Vendor ID

Goods or Services Caption (one line only)

For the development, implementation, support and ongoing maintenance of a new software system to replace the existing TN-BEAR system.

Contractor	CFDA #
☒ Contractor	

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
TOTAL:					

Contractor Ownership Characteristics:

☐ Minority Business Enterprise (MBE):

    ☐ African American   ☐ Asian American   ☐ Hispanic American   ☐ Native American

☐ Woman Business Enterprise (WBE)

☐ Tennessee Service Disabled Veteran Enterprise (SDVBE)

☐ Disabled Owned Business (DSBE)

☐ Tennessee Small Business Enterprise (SBE): $10,000,000.00 averaged over a three (3) year period or employs no more than ninety-nine (99) employees.

☐ Government   ☐ Non-Minority/Disadvantaged   ☐ Other:

Selection Method & Process Summary (mark the correct response to confirm the associated summary)

☒ Competitive Selection	State published a Request for Proposals ("RFP") and followed standard RFP procurement procedures
☐ Other	

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

Speed Chart (optional)	Account Code (optional)
SS00000058	

RFP ATTACHMENT 6.6
PRO FORMA CONTRACT

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

This Contract, by and between the State of Tennessee, Department of State ("State") and Contractor Legal Entity Name ("Contractor"), is for the development, implementation, support and ongoing maintenance of a new software system to replace the existing TN-BEAR system, 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.   <u>Definitions</u>. For purposes of this Contract, definitions shall be as follows and as set forth in the Contract.

   a.   "Bug" is defined as any error, of varying seriousness, that is reported to the Contractor by the State.

   b.   "Critical bug" is defined as an error that prevents the accomplishment of an operational or mission-essential function or prevents the internal/external user from performing a mission-essential function. Any critical level bugs found must be addressed within 48-72 hours of notification by the State depending on the priority level of the bug.

   c.   "Critical-level security vulnerability" is defined as an error that presents an immediate threat of a catastrophic security breach where a known security threat is active. Any critical level security vulnerability found must be addressed within 2 hours of notification by the State. Any error or vulnerability with respect to a critical level security patch must be addressed within 48 hours of notification by State or discovery by the Contractor.

   d.   "Defect", as fully defined at Section A.4.(a), shall include all bugs, errors, flaws, faults, or failures found within the software which impair the ability of the software to function as it is intended.

   e.   "High-level bug" is defined as an error that adversely affects the accomplishment of an operational or mission-essential function for which no acceptable alternative workarounds are available. Any high-level bugs found must be addressed within 72-96 hours of notification by the State depending on the priority level of the bug.

   f.   "High-level security vulnerability" is defined as an error that presents an immediate threat of a catastrophic security breach where there is no known security threat actively exploiting the vulnerability. Any high-level security vulnerability found must be addressed within 8 hours of notification by the State. Any error or vulnerability with respect to a high-level security patch must be addressed within 72 hours of notification by State or discovery by the Contractor.

   g.   "Low bug" is defined as an error that is an internal/external inconvenience and affects operational or mission-essential functions. Any low-level bugs found must be addressed within 720 hours of notification by the State depending on the priority level of the bug.

h. "Low-level security vulnerability" is defined as an error that presents a minor or unverified threat of a security breach. Any low-level security vulnerability found must be addressed within 8 hours of notification by the State. Any error or vulnerability with respect to a low-level security patch must be addressed within 720 hours of notification by the State or discovery by the Contractor.

i. "Medium bug" is defined as an error that adversely affects the accomplishment of an operational or mission-essential function for which acceptable alternative workarounds are available. Any medium level bugs found must be addressed within 168-336 hours of notification by the State depending on the priority level of the bug.

j. "Medium-level security vulnerability" is defined as an error that presents a credible threat of a possible security breach where only minimal damage to the system could be damaged by any possible exploitation. Any medium level security vulnerability found must be addressed within 8 hours of notification by the State. Any error or vulnerability with respect to a medium level security patch must be addressed within 120 hours of notification by the State or discovery by the Contractor.

k. "PCI Compliance Standards" is defined as information security standards for organizations that handle branded credit cards from the major credit card companies. PCI Compliance Standards are mandated by the card brands, but administered by the Payment Card Industry Security Standards Council.

l. "Responsive" is defined, in the context of Section A.12a. only, as set out in Section A.12.

A.3. <u>Scope of Services</u>.

The Contractor shall provide a web-based Commercial Off-The-Shelf (COTS) integrated business registration and records management system solution (" the Solution") that will support the following business processes in accordance with the full minimum system requirements outlined in *Pro Forma Contract Attachment Three, Solution Minimum Requirements*:

- Business Formations, Qualifications, Amendments, Annual Reports, Certified Copies, Certificates of Existence, and Certificates of Fact
- Uniform Commercial Code Lien Filings, Searches and Copy Requests
- Trademark Registrations
- Motor Vehicle Temporary Lien Filings
- Summons
- Apostilles & Authentications
- Athlete Agent Licensing
- Non-Resident Fiduciary
- Voluntary Tax Liens
- Notary Commissions
- Online Notary Commissions
- Charitable Solicitations and Gaming Filings
- Other Miscellaneous Filings

The Contractor shall provide the necessary software development tools, personnel, and expertise required to meet the minimum solution requirements outlined in *Pro Forma Contract Attachment Three* and to develop deliverables identified herein in coordination with the State. The Contractor shall provide a solution that meets the following deliverables and/or objectives:

1. Modernize and streamline division related business and charitable registration services into a single, seamless, integrated electronic registration process through the configuration and implementation of a new COTS web-based system.

2. Provide public facing web access to division services twenty-four hours per day, seven days per week, 365 days per year.

3. Improve business processes in order to reduce manual activities such as data entry, paper handling, document verification, deficiency processing, and compliance activities.

4. Replace the current Divisions applications with an extensible and configurable technology solution upon which future modules can be added as new functions are assessed.

5. The Contractor shall provide an integrated electronic business registration and records management solution which will include, but is not limited to the following functions:

    a. Public facing online entity creation platform.

    b. Public facing online entity maintenance platform to allow electronic filing of records, such as articles of Incorporation, annual reports, amendments, and supplemental filings for corporations, partnerships, trademarks; and other related entity filing laws.

    c. Public facing online trademark registration/renewal platform.

    d. Public facing platform to allow electronic filing of a full suite of Uniform Commercial Code, Secured Transactions Revised Article 9 documents.

    e. Public facing platform for requesting apostilles, authentications and document certifications and a comparable electronic delivery system.

    f. Robust real-time validation of data (according to applicable rules) to allow for rapid transaction processing by a public user with limited delays and/or staff involvement.

    g. Public facing and internal document search and filter capabilities.

    h. Customizable and configurable reports and notification management, including email, mobile, and application wide.

    i. Online payment capabilities, including credit card, deposit account, credit balance, automated clearing house (ACH), and cash reconciliation by individual Division staff, meeting all PCI Compliance Standards.

    j. Robust back office administrative functionality, including auditing of financial and application records, and the manual processing of payments for paper filings.

    k. Automated creation and upload of financial files in specific formats to secure ftp sites using security certificates, including uploads to State financial systems and banks for ACH transactions.

    l. Full and secure processing of credit card transactions, meeting all PCI compliance standards.

    m. Solution must be certifiable as fully PCI compliant.

6. Data and Data Migration:

    a. Solution must support full migration of Division's existing data ("Legacy Data") into Solution. Legacy Data is in the form of scanned and data-entered records, in addition to data tables, as part of the existing applications.

    b. Solution must support full integration and mapping of Legacy Data structures to new data structures in the new Solution.

  c. Solution must support all required conversion of Legacy Data to accommodate the functionality of the Solution.

  d. The Solution must support all required Business data exchange(s) with outside vendors and stakeholders.

  e. The Solution must provide for fully automated records management capability, including establishing automated retention schedules and disposition.

The Contractor shall provide a solution that is capable of adding other State functions on an ad hoc basis, as well as necessary application interfaces (APIs) to other state agencies, in accordance with Departmental needs and in response to new legislation.

The Contractor shall provide a solution that is capable of supporting both a paper-based manually driven model and an electronic paperless model, which will ultimately be expanded to an entirely electronic filing and document management system, with full electronic integration of both the State's internal management system and external filing platform, according to the Department's goals and legislative mandates.

The Contractor shall provide a point of contact in accordance with Section A.6. below. The point of contact shall develop, in coordination with the State, a project timeline for setup, configuration, and installation of the Solution, migration of all data from the State's current system to the Solution, migration of all images from the State's current system to the Solution, and system training for the State's employees.

A.4. <u>Change Orders.</u>
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. <u>Change Order Creation.</u>
   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. <u>Change Order Performance</u>. 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. <u>Change Order Remuneration</u>. The State will remunerate the Contractor only for acceptable work. All acceptable work performed pursuant to an approved Change Order, without a formal amendment of this Contract, shall be remunerated in accordance with and further limited by Contract Section C.3.c., PROVIDED THAT, the State shall be liable to the Contractor only for the cost of the actual goods or services provided to complete the necessary work, not to exceed the maximum cost for the change detailed in the Change Order. In no instance shall the State be liable to the Contractor for any amount exceeding the maximum cost specified by the Change Order authorizing the goods or services. Upon State approval of the work, the Contractor shall invoice the State in accordance with the relevant provisions of this Contract.

A.5. <u>Inspection and Correction of Defects</u>. The State shall have the right to inspect all goods or services provided by Contractor under this Contract. If the State determines that the goods or services are Defective as defined herein, the State shall notify Contractor, and Contractor shall re-deliver the goods or provide the services. Any corrections of defects relating to the Contract Scope of Services requirements or deliverables and any investigation necessary to determine the source of such defects shall be completed by the Contractor at no cost to the State. If after a period of ninety (90) days following delivery of goods or performance of services the State does not notify Contractor of any Defects, the goods or services shall be deemed to have been accepted by the State. Notwithstanding the acceptance of the Contractor's goods and services after ninety (90) days absent notice of a defect, the State reserves the right to audit invoices submitted by Contractor for the entire term of the Contract and to request a correction of any invoice deemed to not contain an accurate reflection of goods or services delivered by the Contractor as more fully set forth in Sections C.6 and C.7.

a. <u>Definition of "Defect"</u>. The term "Defect" as used in the Contract shall mean any and all errors, flaws, faults, or failures, found in the Software which impair the ability of the Software to function as it is intended to function as set forth in the case management system (Fogbugz/TN Manuscript System) or statement of work for the portion or functionality of the Software in which the Defect is identified. For the purposes of this definition, the following apply:

1. The term "error" means a deviation from accuracy or correctness which was not caused by user actions. The term "error" also means the inability of the Software to continue processing due to erroneous logic.

2. The term "flaw" means an issue with the design of the Software or with how the design was implemented in the code of the Software and typically is related to the application or business logic, or the architectural design of the Software. The term "flaw" shall also encompass any anomaly in a new functionality added to the system that, when doing so, breaks an existing system functionality which was previously operating as expected.

3. The term "fault" means when the Software directs the computer to go outside of its restricted memory boundary. A fault is also referred to as a "crash" or "abend" or "system error/fault".

4. The term "failure" means a state of a repeated inability to perform a normal function, or an abrupt cessation of normal functioning, which results in the inability of the Software to achieve its intended goal.

b. <u>Defects Covered by Warranty</u>. All Defects shall be covered by warranty of the Contract and shall be repaired by the Contractor at no cost to the State. Identification of a defect may have occurred either by actual notice to the Contractor, or any of its employees, of the existence of the defect or by entry into the bug tracking system used by the state.

c. <u>Maintenance Items</u>. The term "maintenance" as used in the contract shall mean any and all work that is completed to keep the system available in proper working order, including

the validating processes that do so, and shall include both unanticipated maintenance projects and ongoing maintenance. Maintenance items shall be completed by the Contractor under the distribution of hours in the Contract and shall be billed by the Contractor at the rates provided in the Contract.

A.6. <u>Status Reports</u>. The State requires the Contractor to provide periodic written (formal) status reports to the State, which shall occur at least monthly or more frequently if requested in writing by the State. The State may also request informational status updates from the Contractor as the State deems necessary. The Contractor shall indicate what action is to be taken to keep the project on schedule in the status reports.

A.7. <u>Point of Contact</u>. The Contractor will provide a day-to-day point of contact for the duration of the work. This person will be the State's primary point of contact for services but shall not be considered to provide "project management' services or to constitute a "Project Manager". The Contractor shall notify the State in writing no later than five (5) business days prior to an anticipated change in the point of contact assigned to the project. Otherwise, the Contractor shall notify the State via phone or email immediately upon an unanticipated change in the point of contact assignment, with written notification provided no later than five (5) business days following such change.

A.8. <u>Warranty of Services</u>. 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 generally 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.

    a. <u>General Terms</u>. The Contractor expressly represents and warrants that the work product, software, deliverables, support and maintenance and any other services resulting from the Contractor's services hereunder (including any such material produced pursuant to a change order) shall be compliant in all respects with the requirements of the Contract, the related request for proposals ("RFP"), and, if applicable, any related change order, and represents and warrants that products or services will be free from errors, defects, or deviations, and that the products or services will perform in such a manner as the Contract, related RFP, and any Change Order(s) require, so that the intended function of the work product, software, deliverables, and any other products or services is accomplished in all respects as intended by the Contract, the related RFP, and, if applicable, any related Change Order, and is otherwise consistent with industry standards.

    b. <u>Time Frames for Repair Services</u>

        1. The Contractor must promptly, at the direction of, and within the time specified by the State, correct any errors, defects or deviations from specifications and all recurring errors, and performance or operational delays.
            i. Any critical level bugs found must be addressed within 48-72 hours of notification by the State depending on the priority level of the bug.
            ii. Any critical level security vulnerability found must be addressed within 2 hours of notification by the State.
            iii. Any error or vulnerability with respect to a critical level security patch must be addressed within 48 hours of notification by State or discovery by the Contractor.
            iv. Any high-level bugs found must be addressed within 72-96 hours of notification by the State depending on the priority level of the bug.
            v. Any high-level security vulnerability found must be addressed within 8 hours of notification by the State.
            vi. Any error or vulnerability with respect to a high-level security patch must be addressed within 72 hours of notification by State or discovery by the Contractor.

vii. Any medium level bugs found must be addressed within 168-336 hours of notification by the State depending on the priority level of the bug.

viii. Any medium level security vulnerability found must be addressed within 8 hours of notification by the State.

ix. Any error or vulnerability with respect to a medium level security patch must be addressed within 120 hours of notification by the State or discovery by the Contractor.

x. Any low-level bugs found must be addressed within 720 hours of notification by the State depending on the priority level of the bug.

xi. Any low-level security vulnerability found must be addressed within 8 hours of notification by the State.

xii. Any error or vulnerability with respect to a low-level security patch must be addressed within 720 hours of notification by the State or discovery by the Contractor.

2. The Contractor shall provide emergency maintenance services to correct code problems or any performance or operational problems related to the coding of the system, its functioning or interfaces on a twenty-four (24) hour, seven (7) days a week basis.

3. The work product, deliverables, software or any other products and services, as applicable, shall be either replaced, revised, repaired or corrected within twenty-one (21) calendar days of written notification by the State of the errors, defects, or deviations; provided, however, that if the continued use of a defective or deficient product or service would cause damage to the system or associated data, or would otherwise seriously impair, as determined by the State, the ability of users of the system to do their jobs or the functions for which the system was established, then the Contractor shall act to repair the errors, defects, or deviations immediately, unless an extension is otherwise granted in writing by the State.

4. The State will, in its sole opinion, determine whether any errors, defects, or deviations requiring repair services have been resolved. State will provide notification, not to be unreasonably withheld, when all such error, defect, deficiencies, or deviations have been resolved.

5. 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.

c. <u>Resources Required for Repair Service</u>. The Contractor shall apply all necessary resources to correct the errors, defects, or deviations and shall make these corrections within the time-frame specified by the State.

d. <u>Maintenance of Operations and Services during Corrective Action</u>. The correction of errors, defects, or deviations in work products or any services provided under this Contract shall not detract from or interfere with software maintenance or operational tasks.

e. <u>Sufficient Diligence</u>. The Contractor represents and warrants that, prior to entering into this Contract, it was provided with the opportunity to conduct all appropriate due diligence activities necessary or helpful in confirming that the Contractor had sufficient resources, technology, experience and access to information and assistance from the State to perform all services required by this Contract as a cost of no more than the amount set forth in its response to the RFP.

f. <u>Authority</u>. The Contractor represents and warrants that the Contractor is organized, validly existing, and in good standing under the laws of the state of its incorporation, that it has

the legal and corporate power and authority to enter into the Contract and carry out its duties and obligations hereunder, that the person executing this Contract on behalf of the Contractor has sufficient authority, by operation of law or corporate act, to bind the Contractor by his or her signature to all obligations herein, and that the software and services provided for in accordance with the terms of this Contract do not and shall not infringe upon, or constitute a misappropriation of, any patent, copyright, trademark, trade secret or other intellectual property or proprietary right of any third-party. Contractor represents and warrants that the State is authorized to possess and use all equipment, materials, software, and deliverables provided under this Contract. The Contractor represents and warrants that it shall perform, complete, and provide all services in conformance with the requirements in the Contract, related RFP, and any applicable change orders in a good and workmanlike manner and in accordance with the highest comparable industry practices and standards that generally are applicable to services of a like kind; provided, however, that where this Contract specifies a particular standard or criteria for performance, this warranty is not intended to and does not diminish that standard or criteria for performance.

g. <u>Pending Litigation</u>. The Contractor represents and warrants that it is not a party to any material pending litigation and knows of no threatened material litigation regarding its products or services, including any deliverables required by this Contract, or any Contractor rights set forth in this contract.

A.9. <u>Protection of Information</u>. The Contractor shall be responsible for properly protecting all information used, gathered, or developed as a result of work under this Contract. It is anticipated that this information will be gathered, created, and stored within the primary work location. If Contractor personnel must remove any information from the primary work area, they should protect it to the same extent they would their own proprietary data and/or company trade secrets.

a. The Contractor shall ensure that all Confidential State Data is housed in the continental United States, inclusive of backup data.

b. The Contractor shall encrypt Confidential State Data at rest and in transit using the current version of Federal Information Processing Standard ("FIPS") 140-2 validated encryption technologies.

The State will retain unrestricted rights to State data. The State also maintains the right to request full copies of the data at any time.

The data that is processed and stored by the various applications within the network infrastructure contains financial data as well as PII.

A.10. <u>Non-Disclosure Agreement</u>. Contractor shall execute the nondisclosure agreement identified as RFP Attachment 6.6 *Pro Forma Contract* Attachment Two to this Contract prior to the effective date of this Contract and prior to commencement of any work conducted under this Contract.

A.11. <u>Information Security Policies</u>. The Contractor must comply with the State's Enterprise Information Security Policies. A copy of the policy will be provided to the vendor upon execution of this contract and execution of a non-disclosure agreement.

The Contractor shall provide all services requested through this Contract within the context of the technical environment described by the *Enterprise Technology Architecture Standard Products* to be made available to Contractor upon request and upon execution of a non-disclosure agreement at the request of the State.

A.12. <u>MyTN.gov Integration</u>.

a. The State may require the software developed or provided by the Contractor under this Contract to integrate with the State's customer-facing portal, MyTN.gov. Such integration may occur at any time during the Term of the Contract. If so, the Contractor may have to comply with one, or more, of the following integration requirements:

1. All web applications must be Responsive. "Responsive" is an industry standard term that refers to a web design that makes web pages render well on a variety of devices and window or screen sizes.
2. All web applications must have the capability to use a single-sign on server utilizing the following industry standard protocols: Security Assertion Markup Language ("SAML" or minimum of OAuth 2.0.

b. Any of the obligations in Section A.12.a. that were known and required prior to the Contract Effective Date will be specified herein, including necessary compensation methods and amounts.

c. For any of the obligations in Section A.12.a. that were unknown or not required at or before the Contract Effective Date, it will be necessary to add lines, items, or options to the Contract to accommodate one or more of the new integration requirements. The State shall add these lines, items, or options in accordance with the MOU process described in Section E.3, below. If the Contractor requires additional compensation for the integration tasks, such compensation shall be negotiated and specified through this same MOU process.

B. TERM OF CONTRACT:

B.1. This Contract shall be effective on DATE ("Effective Date") and extend for a period of thirty-six (36) 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.

C. PAYMENT TERMS AND CONDITIONS:

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

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

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

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

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

Line	Goods or Services Description	Fixed Price
1	Setup/Configuration/Installation	$
2	Data Migration	$
3	Image Migration	$
4	System Training	$
5	First Year Support and Maintenance/Warranty	$
5	Second Year Support and Maintenance/Warranty	$
6	Third Year Support and Maintenance/Warranty	$

c. The Contractor shall be compensated for changes requested and performed pursuant to Contract Section C.3.b, without a formal amendment of this Contract based upon the payment rates detailed in the schedule below and as agreed pursuant to Section A.3, PROVIDED THAT compensation to the Contractor for such "change order" work shall not exceed SEVEN PERCENT (7%) of the sum of milestone payment rates detailed in Section C.3.b. Lines 1-4, above (which is the total cost for the milestones and associated deliverables set forth in Contract Sections A.3.). If, at any point during the Term, the State determines that the cost of necessary "change order" work would exceed the maximum amount, the State may amend this Contract to address the need.

d. The following chart contains the projected distribution of the maximum hours of available service subject to the conditions set forth herein. The actual distribution of the maximum hours available may vary, based upon the conditions set forth herein but shall not exceed the maximum available hours.

Goods or Services Description	Hourly Rate
Change Order Price	$

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

C.5. <u>Invoice Requirements</u>. 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:

Thomas H. Riley, III, Director
Division of Business Services
Department of State
312 Rosa L. Parks Ave, 6th FL
Nashville, TN 37243
Telephone: (615) 253-7742
Email: Tom.Riley@tn.gov

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: Department of State, Division of Business Services;
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. Detailed description of delivered services provided and invoiced, including identifying information sufficient to adequately describe the work performed, the name of the individual who completed the work, a description of the tasks completed to deliver the services invoiced, and the date(s) on which the work was completed;
11. Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced. (hourly billing should be reported in increments of ¼ hours, i.e., 15-minute increments);
12. Identification and description of all services delivered in which a defect was corrected and a notation that such defect was corrected at no additional cost to the State;
13. Applicable payment methodology (as stipulated in Section C.3.) of each good or service invoiced;
14. Amount due for each compensable unit of good or service; and
15. 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. The State shall have the right to request additional details be provided on each invoice received in the event that the State determines that the invoice provided is not sufficiently detailed so as to allow the State to ensure that all invoiced services were properly performed and/or billed.

C.6. <u>Payment of Invoice</u>. 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. <u>Invoice Reductions</u>. 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. <u>Deductions</u>. 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 with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective Party at the appropriate mailing address or email address as stated below or any other address provided in writing by a Party.

The State:

Thomas H. Riley, III, Director
Division of Business Services
Department of State
312 Rosa L. Parks Ave, 6th FL
Nashville, TN 37243
Telephone: (615) 253-7742
Email: Tom.Riley@tn.gov

The Contractor:

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

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

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

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

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

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

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

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

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

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

D.10. <u>Prohibition of Illegal Immigrants</u>. 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 identified as RFP Attachment 6.6, *Pro Forma Contract* Attachment One, 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. <u>Records</u>. 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. <u>Monitoring</u>. 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. <u>Progress Reports</u>. The Contractor shall submit brief, periodic, progress reports to the State as requested and in the manner specified by the State

D.14. <u>Strict Performance</u>. 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 from 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, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. The State's total liability under this Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability. This limitation of liability is cumulative and not per incident.

D.18.   Limitation of Contractor's Liability. In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Maximum Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for: (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. For clarity, except as otherwise expressly set forth in this Section, Contractor's indemnification obligations and other remedies available under this Contract are subject to the limitations on liability set forth in this Section.

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' fees, court costs, expert witness fees, and other litigation expenses 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, disqualified, or presently fall under any of the prohibitions of sections a-d.

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 for the affected obligations 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 State and federal laws and regulations applicable to Contractor in the Contractor's 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, without regard to its conflict or choice of law rules. 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 - 408.

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 RFP Attachments 6.1 - 6.6 and *Pro Forma Contract* Attachments One -Two-Three;

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

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

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

f.   the Contractor's response seeking this Contract.

D.31.   <u>Iran Divestment Act.</u>   The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Contract.   The Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

D.32.   <u>Insurance</u>.   Contractor shall maintain insurance coverage as specified in this Section. The State reserves the right to amend or require additional insurance coverage, coverage amounts, and endorsements required under this Contract. Contractor's failure to maintain or submit evidence of insurance coverage, as required, is a material breach of this Contract.   If Contractor loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term, Contractor shall immediately notify the State.   All insurance companies providing coverage must be: (a) acceptable to the State; (b) authorized by the Tennessee Department of Commerce and Insurance ("TDCI"); and (c) rated A- / VII or better by A.M. Best.   All coverage must be on a primary basis and noncontributory with any other insurance or self-insurance carried by the State. Contractor agrees to name the State as an additional insured on any insurance policy with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) insurance. All policies must contain an endorsement for a waiver of subrogation in favor of the State.   Any deductible or self-insured retention ("SIR") over fifty thousand dollars ($50,000) must be approved by the State.   The deductible or SIR and any premiums are the Contractor's sole responsibility. 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.

To achieve the required coverage amounts, a combination of an otherwise deficient specific policy and an umbrella policy with an aggregate meeting or exceeding the required coverage amounts is acceptable. For example: If the required policy limit under this Contract is for two million dollars ($2,000,000) in coverage, acceptable coverage would include a specific policy covering one million dollars ($1,000,000) combined with an umbrella policy for an additional one million dollars ($1,000,000). If the deficient underlying policy is for a coverage area without aggregate limits (generally Automobile Liability and Employers' Liability Accident), Contractor shall provide a copy of the umbrella insurance policy documents to ensure that no aggregate limit applies to the umbrella policy for that coverage area.   In the event that an umbrella policy is being provided to achieve any required coverage amounts, the umbrella policy shall be accompanied by an endorsement at least as broad as the Insurance Services Office, Inc. (also known as "ISO") "Noncontributory—Other Insurance Condition" endorsement or shall be written on a policy form that addresses both the primary and noncontributory basis of the umbrella policy if the State is otherwise named as an additional insured.

Contractor shall provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified in this Section.   The COI must be on a form approved by the TDCI (standard

ACORD form preferred). The COI must list each insurer's National Association of Insurance Commissioners (NAIC) number and be signed by an authorized representative of the insurer. The COI must list the State of Tennessee – CPO Risk Manager, 312 Rosa L. Parks Ave., 3rd floor Central Procurement Office, Nashville, TN 37243 as the certificate holder. Contractor shall provide the COI ten (10) business days prior to the Effective Date and again thirty (30) calendar days before renewal or replacement of coverage. Contractor shall provide the State evidence that all subcontractors maintain the required insurance or that subcontractors are included under the Contractor's policy. At any time, the State may require Contractor to provide a valid COI. The Parties agree that failure to provide evidence of insurance coverage as required is a material breach of this Contract. If Contractor self-insures, then a COI will not be required to prove coverage. Instead Contractor shall provide a certificate of self-insurance or a letter, on Contractor's letterhead, detailing its coverage, policy amounts, and proof of funds to reasonably cover such expenses. The State reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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.

The insurance obligations under this Contract shall be: (1)—all the insurance coverage and policy limits carried by the Contractor; or (2)—the minimum insurance coverage requirements and policy limits shown in this Contract; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and minimum required policy limits, which are applicable to a given loss, shall be available to the State. No representation is made that the minimum insurance requirements of the Contract are sufficient to cover the obligations of the Contractor arising under this Contract. The Contractor shall obtain and maintain, at a minimum, the following insurance coverages and policy limits.

    a. Commercial General Liability ("CGL") Insurance

        1. The Contractor shall maintain CGL, which shall be written on an ISO Form CG 00 01 occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises and operations products and completed operations, bodily injury, 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 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 employs 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

   1. The Contractor shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles).

   2. 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. Technology Professional Liability (Errors & Omissions)/Cyber Liability Insurance

   1. The Contractor shall maintain technology professional liability (errors & omissions)/cyber liability insurance appropriate to the Contractor's profession in an amount not less than two million dollars ($2,000,000) per occurrence or claim and two million dollars ($2,000,000) annual aggregate, covering all acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, information theft, damage to destruction of or alteration of electronic information, breach of privacy perils, wrongful disclosure and release of private information, collection, or other negligence in the handling of confidential information, and including coverage for related regulatory fines, defenses, and penalties.

   2. Such coverage shall include data breach response expenses, in an amount not less than two million dollars ($2,000,000) and payable whether incurred by the State or Contractor, including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services and expenses in the performance of services for the State or on behalf of the State hereunder.

e. Crime Insurance

   1. The Contractor shall maintain crime insurance, which shall be written on a "loss sustained form" or "loss discovered form" providing coverage for third party fidelity, including cyber theft and extortion if not provided as part of the Cyber Liability Insurance required by subsection d., above. The policy must allow for reporting of circumstances or incidents that may give rise to

future claims, include an extended reporting period of no less than two (2) year with respect to events which occurred but were not reported during the term of the policy, and not contain a condition requiring an arrest or conviction.

2. Any crime insurance policy shall have a limit not less than one million dollars ($1,000,000) per claim and one million dollars ($1,000,000) in the aggregate. Any crime insurance policy shall contain a Social Engineering Fraud Endorsement with a limit of not less than two hundred and fifty thousand dollars ($250,000).

3. This insurance may be written on a claims-made basis, but in the event that coverage is cancelled or non-renewed, the Contractor shall purchase an extended reporting or "tail coverage" of at least two (2) years after the Term.

D.33. <u>Major Procurement Contract Sales and Use Tax.</u> Pursuant to Tenn. Code Ann. § 4-39-102 and to the extent applicable, the Contractor and the Contractor's subcontractors shall remit sales and use taxes on the sales of goods or services that are made by the Contractor or the Contractor's subcontractors and that are subject to tax.

D.34. <u>Confidentiality of Records</u>. 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.   SPECIAL TERMS AND CONDITIONS:

E.1.   <u>Conflicting Terms and Conditions</u>. 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.   <u>Additional lines, items, or options</u>. At its sole discretion, the State may make written requests to the Contractor to add lines, items, or options that are needed and within the Scope but were not included in the original Contract. Such lines, items, or options will be added to the Contract through a Memorandum of Understanding ("MOU"), not an amendment.

a. After the Contractor receives a written request to add lines, items, or options, the Contractor shall have ten (10) business days to respond with a written proposal. The Contractor's written proposal shall include:

(1) The effect, if any, of adding the lines, items, or options on the other goods or services required under the Contract;

(2) Any pricing related to the new lines, items, or options;

(3) The expected effective date for the availability of the new lines, items, or options; and

(4) Any additional information requested by the State.

b. The State may negotiate the terms of the Contractor's proposal by requesting revisions to the proposal.

c. To indicate acceptance of a proposal, the State will sign it. The signed proposal shall constitute a MOU between the Parties, and the lines, items or options shall be incorporated into the Contract as if set forth verbatim.

d. Only after a MOU has been executed shall the Contractor perform or deliver the new lines, items, or options.

E. 3. <u>Intellectual Property Indemnity</u>. 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.4 <u>Software License Warranty.</u> 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.

E.5 <u>Software Support and Maintenance Warranty.</u> Contractor shall provide to the State all software upgrades, modifications, bug fixes, or other improvements in its software that it makes generally available to its customers.

E.6. <u>Personally Identifiable Information.</u> 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.7.   Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's Response to 3051-01817 (Pro Forma Appendix 3) 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 monthly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, service-disabled veterans, and persons with disabilities. Such reports shall be provided to the State of Tennessee Governor's Office of Diversity Business Enterprise in the TN Diversity Software available online at:

https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9810.

E.8.   Transfer of Ownership of Custom Software Developed for the State.

    a.   Definitions.

        1.   "Base Software," shall mean software, including but not limited to commercial "off-the-shelf" software and software supplied by the State or licensed to the State other than Custom-Developed Application Software.

        2.   "Custom-Developed Application Software," shall mean customized application software developed by Contractor for the State under this Contract intended to function with the Base Software or any work product provided under this Contract.

        3.   "Rights Transfer Application Software," shall mean any pre-existing application software and documentation owned or supplied by Contractor or a third party necessary for the use, functioning, support, or maintenance of the Base Software, the Custom-Developed Application Software, Third Party Software, and any work product provided to State.

        4.   "Third-Party Software," shall mean software supplied by Contractor under this Contract or necessary for the functioning of any work product not owned by or licensed to the State or the Contractor.

        5.   "Work product," shall mean all deliverables such as software, software source code, documentation, planning, etc., that are created, designed, developed, or documented by the Contractor for the State under this Contract. Work product shall include Rights Transfer Application Software.

    b.   Rights and Title to the Software

        1.   All right, title and interest in and to any Base Software shall remain with the owner, licensor, or licensee of the Base Software, subject to any license or transfer of rights or ownership granted under this Contract or any other contract. If applicable,

Contractor grants the State a perpetual non-exclusive license to the Base Software to be used solely with the Custom-Developed Application Software and the work product.

2. Contractor shall provide the source code in the Custom-Developed Application Software, work product and, if applicable, the Base Software, with all subsequent modifications, enhancements, bug-fixes or any other changes in the source code of the work product and the Base Software and all other code and documentation necessary for the Custom-Developed Application Software to be installed and function as intended and as set forth in this Contract, to the State.

3. All right, title and interest in and to the Custom-Developed Application Software, 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 Custom-Developed Application Software, shall belong to State, subject to the State's obligations under other contracts. 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 Custom-Developed Application Software, including without limitation the copyrights, patents, trade secrets, and other intellectual property rights arising out of or embodied by the Custom-Developed Application Software. 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.

4. 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 or other rights granted to the State under this Contract or otherwise.

c. The Contractor may use for its own purposes the general knowledge, skills, experience, ideas, concepts, know-how, and techniques obtained and used during the course of performing under this Contract not including any confidential information, as defined herein and in the Nondisclosure Agreement contained in provision A.1 of Attachment Two. The Contractor may develop for itself, or for others, materials which are similar to or competitive with those that are produced under this Contract and that do not utilize any confidential information, as defined herein and in Section A.1 of the Nondisclosure Agreement contained in Attachment Two. Contractor agrees that Contractor's usage of confidential information as defined in Section A. 1 of Attachment Two will result in irreparable harm to the State and will constitute grounds for relief as set forth in Section A.3 of Attachment 2

E.9. Operating System. In the event that the operating system is an integral part of the application, the Contractor agrees to maintain Operating Systems at current, manufacturer supported versions. "Operating System" shall mean the software that supports a computer's basic functions, such as scheduling tasks, executing applications, and controlling peripherals.

The Contractor agrees to maintain the Application so that it will run on a current, manufacturer-supported Operating System. "Application" shall mean the computer code that supports and accomplishes the State's requirements as set forth in this Contract. The Contractor shall make sure that the Application is at all times fully compatible with a manufacturer-supported Operating System; the State shall not be required to run an Operating System that is no longer supported by the manufacturer.

If the Application requires middleware or database software, Contractor shall maintain middleware and database software versions that are at all times fully compatible with current versions of the Operating System and Application, to ensure that security vulnerabilities are not introduced.

E.10.   Extraneous Terms and Conditions. Contractor shall fill all orders submitted by the State under this Contract. No purchase order, invoice, or other documents associated with any sales, orders, or supply of any good or service under this Contract shall contain any terms or conditions other than as set forth in the Contract. Any such extraneous terms and conditions shall be void, invalid and unenforceable against the State. Any refusal by Contractor to supply any goods or services under this Contract conditioned upon the State submitting to any extraneous terms and conditions shall be a material breach of the Contract and constitute an act of bad faith by Contractor.

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME**:**

CONTRACTOR SIGNATURE   **DATE**

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF STATE:

TRE HARGETT, SECRETARY OF STATE   **DATE**

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	
EDISON VENDOR IDENTIFICATION 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

NON-DISCLOSURE AGREEMENT ("Agreement")

Contractor hereby agrees to protect the confidentiality of all material and information which may be contained within the existing TN-BEAR system (TN-BEAR"), including but not limited to source codes and all other proprietary information, or which may be disclosed between the Contractor and the State. All defined terms in this Agreement not specifically defined in this Agreement shall be defined as set forth in the Contract between the State of Tennessee and Contractor to which this Agreement is attached.

A.   CONFIDENTIALITY OF INFORMATION.

A.1.   <u>Confidential Information</u>. All program software, source codes and/or object codes created and implemented within TN-BEAR, as well as existing source codes and/or object codes, associated with TN-BEAR or arising from the performance of the Contract shall be Confidential Information. Contractor shall not 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. Contractor shall take all necessary steps to safeguard the confidentiality of all Confidential Information.

Confidential information does not include matters of public knowledge that result from disclosure by the State, information rightfully received by the Contractor from a third party without a duty of confidentiality, information independently developed by the Contractor not in connection with the TN-BEAR system, information disclosed by operation of law, information disclosed by the Contractor with the prior written consent of the State, and any other information that both parties agree in writing is not confidential. This Agreement is subject to the provisions of the Tennessee Public Records Act.

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

A.2.   <u>Protection of Confidential Information</u>. The Contractor understands and acknowledges that the Confidential Information has been obtained and/or developed by the State by the investment of significant time, effort and/or expense, and that the Confidential Information is a valuable, special and unique asset of the State which provides the State with a significant benefit which needs to be protected from improper disclosure. The Contractor further understands that the State is contractually prohibited from disclosing or providing access to the TN-BEAR source code or any other proprietary aspect thereof without first entering into a confidentiality and non-disclosure agreement. Therefore, the Contractor agrees as follows:

   a.   <u>No Disclosure</u>. The Contractor will hold the Confidential Information in confidence and will not disclose the Confidential Information to any person or entity without the prior written consent of the State.

   b.   <u>No Copying/Modifying.</u> The Contractor will not copy or modify any Confidential Information without the prior written consent of the State or in any manner other than its performance of the Contract.

   c.   <u>Unauthorized Use</u>. The Contractor shall promptly advise the State if the Contractor becomes aware of any possible unauthorized disclosure or use of the Confidential Information.

   d.   <u>Application to Employees</u>. The Contractor shall not disclose any Confidential Information to any employees of the Contractor, except those employees who are required to have access to the Confidential Information in order to perform their job duties in connection with the limited purposes of this Agreement and the Contract.

A.3.   <u>Unauthorized Disclosure of Information – Injunction</u>. Contractor agrees that irreparable harm will result if Confidential Information is disclosed. If it appears that the Contractor has disclosed (or has threatened to disclose) Confidential Information in violation of this Agreement, the State shall be

entitled to an injunction to restrain the Contractor from disclosing the Confidential Information in whole or in part. The State shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

A.4.   <u>Return of Confidential Information</u>. Upon the written request of the State, the Contractor shall return to the State all written materials, including electronic documents and files, containing the Confidential Information. The Contractor shall also deliver to the State written statements signed by the Contractor certifying that all materials have been returned within five (5) days of receipt of the request.

A.5.   <u>Limited License to Access.</u> The Contractor shall not acquire any intellectual property rights under this Agreement except the limited access necessary to achieve the purpose of the Contract. The Contractor acknowledges that, as between the State and the Contractor, the Confidential Information and all related copyrights and other intellectual property rights, are (and at all times will be) the property of the State, even if suggestions, comments, and/or ideas made by the Contractor, or its employees, are incorporated into the Confidential Information or related materials during the period of this Agreement.

A.6.   <u>Governing Law</u>. 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.

B.   TERM OF AGREEMENT.

B.1.   Term. The obligations of this Agreement shall survive indefinitely from the Effective Date of the Contract or until the State sends the Contractor written notice releasing the Contractor from this Agreement. At all times the Contractor must continue to protect the Confidential Information that was received during the term of this Agreement from unauthorized use or disclosure indefinitely.

C.   TERMS AND CONDITIONS.

C.1.   Entire Agreement. This Agreement sets forth the entire understanding of the Parties regarding confidentiality. Any amendments must be in writing and signed by both Parties. This Agreement shall be construed under the laws of the State of Tennessee. This Agreement shall not be assignable by either party. The confidentiality provisions of this agreement shall remain in full force and effect at all times in accordance with the term of this Agreement. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the remaining portions of this Agreement shall remain in full force and effect and construed so as to best effectuate the original intent and purpose of this Agreement.

 IN WITNESS WHEREOF,

 CONTRACTOR LEGAL ENTITY NAME:

_____

CONTRACTOR SIGNATURE   **DATE**

_____

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

Item Ref.	Solution Minimum Requirements Tennessee Business Entity and Annual Report (TN-BEAR) System
1	**Administration/Configuration**
1.1	Solution must include configuration settings that allow SOS IT Admin users to enable/disable or turn on/off online filings by entity type, filing type, etc. without code changes after implementation.
1.2	Solution must provide the ability to generate reports containing an overview and/or detail of any system or employee activity based on user defined parameters without vendor assistance after implementation.
1.3	Solution must provide the ability for staff to manage, sort and route tasks.
1.4	Solution must provide ability for staff and administrators to modify work assignments during any phase of the process.
1.5	Solution must ensure that user access levels shall be tiered for internal user access levels and permissions.
1.6	Solution must have the ability to restrict access to features and areas of the application based on user roles.
1.7	Solution must provide capability to create and modify the layouts of letters and certificates without requiring vendor assistance.
1.8	Solution must be compatible with being hosted in a virtualized environment such as Microsoft Windows Server Hyper-V or VMWare.
1.9	Solution must allow authorized internal users to create, modify and delete business rules without vendor assistance after implementation.
1.10	The Solution must provide capability for authorized SOS user(s) to re-configure online system edits and validations based on the business rules as they change due to legislative or policy mandates without requiring assistance of the Vendor.
1.11	Solution must have the ability to create, update and manage user roles and permissions for internal users.
1.12	Vendor will define communication, authorization, remediation, and documentation of workarounds implemented due to resource or technological restraints until such time as resources or technology is available to resolve the "Bug", as defined herein.
2	**Audit**
2.1	Solution must maintain audit log for all changes to records containing information on edit date, last edit user and previously stored content.
2.2	Solution should maintain a record (e.g. audit trail) of all additions, changes and deletions made to data in the system.
3	**Authentication & Authorization**
3.1	Solution must require customers to create an online account before they may submit a filing.
3.2	Solution must have the ability to control access to areas of the system according to defined permissions and roles.
3.3	Solution must include forgot password functionality for external users.
3.4	Solution must include the ability to disable an online account.

3.5	Solution must have the capability to use a single sign on server utilizing the following industry standard protocols: Security Assertion Markup Language (SAML) or minimum of Oauth 2.0.
4	**Correspondence**
4.1	Solution must have ability to generate and access specific correspondence templates.
4.2	Solution must have ability to generate and send a single correspondence or mass correspondence to specific users.
4.3	Solution must have ability to log and retrieve all correspondence sent to users.
4.4	Ability to provide filing acknowledgments via paper or electronically based on submission method.
4.5	Solution must store all correspondence generated and provide the ability for retrieval.
4.6	Solution must generate renewal, expiration notices and change record status.
4.7	Solution must provide functionality for internal staff to manage forms and notices for mailings.
4.8	Solution must provide ability to integrate signature images to be reflected on certificates and correspondence.
4.9	Solution must provide ability to reprint previously generated certificates, rejection letters and receipts.
.5	**Financial**
5.1	Solution must have the ability to interface with a 3rd party payment system for credit cards and e-checks.
5.2	Solution must support tokenization as outlined in the PCI DSS Tokenization Guidelines. https://www.pcisecuritystandards.org/documents/Tokenization_Guidelines_Info_Supplement.pdf.
5.3	Solution must be able to associate a payment to a filing for online and manual submissions.
5.4	Solution must provide audit tracking for all financial processing associated to a submission.
5.5	Solution must allow for in-house cash payments for submissions.
5.6	Solution must include a check scanning process in compliance with the 21st Century Act (Check 21). https://www.federalreserve.gov/paymentsystems/regcc-faq-check21.htm
5.7	Solution must provide the ability to save scanned check images.
5.8	Solution must allow for a Point of Sale (POS) system for in person payments.
5.9	Solution must reconcile payment batches and change payment status nightly.
5.10	Solution must have ability to refund/return/release fees for rejected filings.
5.11	Solution must have the ability to process disputed and returned payments.
5.12	Solution must have the ability to search and review payment information associated to a filing.
5.13	Solution must have the ability to adjust/modify payment information associated to a filing based on permissions.
5.14	Solution must provide the ability to associate one payment to multiple submissions.
5.15	Solution must provide the ability to associate multiple payments to one or more submissions.
5.16	Solution must provide the ability to create a fiscal record for every payment received and create an audit trail.

5.17	Solution must provide the ability to search for payments by date captured.
5.18	Solution must have the ability to calculate penalties and late fees based on filing rules.
5.19	Solution must have the ability to assign parts of a payment to multiple general ledger accounts.
5.20	Solution must provide the ability to create/edit fiscal categories and general ledger accounts.
5.21	Solution must have the ability to calculate filing fees based on entity data and other data elements selected by the external user.
5.22	Solution must have the ability to modify penalties and late fees on a filing based on business rules.
5.23	Solution must provide the ability to track modifications made to a filing with regards to penalties and late fees.
6	**General**
6.1	Solution must have capability to link identifiers to related corporations, registered agents, officers, trademarks, customers, Fantasy Sports and Athlete Agents so the relationships can be easily recognized and located in the system.
6.2	Solution must have capability to link corporation identifiers to related Charitable organization, officers, Professional Solicitors so the relationships can be easily recognized and located in the system.
6.3	The Solution must have the ability to generate text and xml data files for external customers.
6.4	Solution must allow for API connections with other state agencies to both send and receive data.
6.5	Solution should recognize weekends, state holidays and office closures and no include them in the business day counts.
6.6	Solution must allow internal users to enter, manage and maintain confidential investigation notes and documents on registered and non-registered charitable organization and solicitors.
.6.7	Proposed investigation solution must have capability to link identifiers to related charitable organization and solicitors.
6.8	Proposed external solution must meet W3C Accessibility Standards set out in the Web Content Accessibility Guidelines (WCAG 2.0 or higher.) https://www.w3.org/WAI/standards-guidelines/.
6.9	Solution must include dashboard functionality for external users to edit draft and rejected submissions as well as view submitted and approved filings.
6.10	Solution must include responsive web design for external users. Responsive is an industry standard term that refers to a web design that makes web pages render well on a variety of devices and window or screen sizes.
7	**Inquiries/Searches**
7.1	Solution must have the ability to display specific information about entities to the public without user login.
7.2	Solution must provide search capabilities for users, admin and public searches.
7.3	The Solution must have the ability for internal and external search for Business Services.
7.4	The Solution must have the ability for internal and external search for Notary.
7.5	The Solution must have the ability for internal and external search for UCC.

7.6	The Solution must have the ability for internal and external search for Trademarks.
7.7	The Solution must have the ability for internal and external search for Charitable Organizations.
7.8	The Solution must have the ability for internal and external search for Athlete Agent.
7.9	The Solution must have the ability for internal and external search for Fantasy Sports.
7.10	The Solution must have the ability for internal and external search for Summons.
7.11	The Solution must have the ability for internal search for Catastrophic Illness Trusts.
7.12	The Solution must provide the ability to conduct name searches that are not case specific.
7.13	The Solution must provide the ability to perform Name Availability searches.
7.14	The Solution must provide ability to restrict certain filings from public display as required by business rules and laws.
7.15	The Solution must provide ability to restrict certain filings from internal display as required by business rules based on permissions.
7.16	Solution must include distinguishable name validation when required.
7.17	Solution must include a robust internal search functionality.
8	**Migration**
8.1	The vendor will provide a migration plan which successfully moves all data into one application.
8.2	Solution must provide for migrating existing data from current applications and file systems.
8.3	The vendor must ensure that the data is analyzed for integrity, gaps identified where necessary and recommend where differences will need to be reconciled.
8.4	The vendor must provide a migration plan that will include multiple migrations to include historical data, data through development and 'Go Live' data.
8.5	The vendor must plan for the addition and modification of data throughout the migration process.
8.6	The Solution must ensure that migration will keep a 1:1 relationship between filings and an entity.
8.7	The Solution must ensure that migration will keep a 1:1 relationship between a filing and an associated image.
8.8	The vendor must identify, convert and compress images to PDF during the migration process.
9	**Reporting**
9.1	Solution must provide ability to generate and view a variety of workflow reports and statistics.
9.2	Solution must provide ability to report/query on any field captured in the system without vendor assistance after implementation.
9.3	Solution must allow for export to PDF, Excel or CSV.
9.4	Solution must have ability to design and run report for all historical and current data.
9.5	Solution must provide the functionality to allow for the creation of custom reports.
9.6	Solution must provide the ability to display summary of charitable financial reports to the external user via charts as well as the detailed view.

9.7	Solution must provide ability to create and generate ad-hoc reports.
10	**Scanning/Imaging**
10.1	Solution must include an integrated imaging and document repository solution that ensures consistency between database records and stored images.
10.2	Solution must include the ability to upload documents which were scanned outside of the system and associated them to an entity.
10.3	Solution must have the ability to upload scanned documents and associate them to an entity/filing.
10.4	Solution must allow for import and scanning of images for in-house submissions.
10.5	Documents generated by the Solution must be electronically generated for the purpose of being stored in the system without being printed.
10.6	Any correspondence issued electronically by the Solution must also be stored in the system.
10.7	Solution must provide functionality to regenerate for print or issuance, any document generated and/or stored in the system.
10.8	Solution must automatically assign a unique tracking number.
10.9	Solution must make stored documents retrievable for searching and viewing for the public and subscribers.
10.10	Solution must capture and store images in color.
10.11	Solution must provide capability for customer to save/print a copy of approved online submission. (PDF)
10.12	Solution must allow for redactions of personally identifiable information (PII) as defined in US OMB M-10-23.
10.13	Solution must include the ability to import digital microfilm images into the Solution and link them to existing records.
10.14	Solution must store images as compressed PDF files in the database.
10.15	Solution must store all documents as a single file linked to the entity or submission.
10.16	Solution must provide ability to store all documents in perpetuity for active and inactive entities.
10.17	Solution must provide ability to view or remove scanned/imaged documents.
10.18	Solution must provide ability to create and recreate documents.
10.19	The Solution must provide the ability for optical scanning capabilities to identify and automatically read barcodes printed on documents for indexing purposes.
10.20	The Solution must support the deletion of scanned images.
10.21	Solution must provide technology to redact specific sensitive information from scanned images.
10.22	Solution must have the ability to support virus and malware scan of external user uploads and react to the results of the scan.
10.23	Solution must provide functionality to identify and redact certain data from 'official' image to allow for public viewing and certifications.
10A.24	Solution must provide for automated redaction for all transactions and documents by the system where possible.

10.25	Solution must provide the ability to manually redaction information from documents.
10.26	Solution must have capability to preserve the original document and the various 'redacted' layers of the image.
10.27	Solution must make redacted documents available for public access.
10.28	Solution must have the ability to generate a thumbnail display of a logo online and print on the certificate.
10.29	Solution must have the ability to manually and automatically assign the date/time to approved filings.
11	**Security & Infrastructure**
11.1	Solution must provide ability for external user to create and manage web accounts without agency intervention.
11.2	Solution must provide ability to send a verification email when an external user creates a user account.
11.3	Solution must provide ability to send account update email to external user when changes have been made to their account profile.
11.4	Solution must have the ability to differentiate between internal and external users.
11.5	Solution must integrate with Active Directory (AD) for internal users.
11.6	Solution must support role-based access and permissions.
11.7	Solution must support customizable roles, user permission and role permissions.
11.8	Solution must separate the storage and management of web users accounts and internal user accounts.
11.9	Proposed system's web server must support minimum TLS 1.2 with minimum cipher suites of TLS 1.2, ECDHE_RSA with P-256, and AES_128_GCM OR TLS_ECDHE_RSA_WITH_AES_256_GCM_SHA384 and must support Forward Secrecy.
11.10	Solution must be secured to protect all PII in motion and while at rest.
11.11	The vendor must meet all currently applicable Payment Card Industry Data Security Standards (PCIDSS) security requirements and any updates thereto, all as reflected at https://www.pcisecuritystandards.org.
11.12	Proposed web server must support current standards for connection security, data security and connection authentication such as NIST SP800-52r1 and PCI-DSS. https://www.ssl.com/article/guide-to-tls-standards-compliance/.
11.13	Solution should include file integrity with programmatic checksum verification with a minimum SHA-256.
11.14	Solution must comply with the State's Enterprise Information Security Policies. Information Security Policies may be viewed at the following link: https://www.tn.gov/finance/strategic-technology-solutions/strategic-technology-solutions/sts-security-policies.html
11.15	Proposed client operating system must maintain compatibility with the latest release and patches for Microsoft enterprise class O/S.
11.16	Proposed server operating system must maintain compatibility with the latest release and patches for Microsoft enterprise class O/S.
11.17	Proposed database server must maintain compatibility with the latest release and patches for Microsoft enterprise class database server.

11.18	Proposed application server must maintain compatibility with the latest release and patches for enterprise class application server.
11.19	Proposed web server must maintain compatibility with the latest release and patches for Microsoft enterprise class web server.
11.20	Solution must support the latest supported server-side captcha.
11.21	Solution must use windows authentication on Microsoft SQL server.
11.22	Proposed host operating system must support high availability implemented using load balancers, data replication and session management techniques.
11.23	Proposed application must support high availability in either load balanced and automated failover technology.
11.24	Proposed website must support high availability in either a load balanced or network failover technology.
11.25	Proposed database server must support high availability using replication technology.
11.26	Application data manipulation for the Solution must be logged at the transaction level.
11.27	Application data for the Solution must be recoverable to a point in time through the use of transaction logs.
11.28	Data manipulation transactions for the Solution must support complete atomicity.
11.29	Data entry transactions for the Solution must support complete atomicity.
11.30	Solution will include the ability to audit the database for orphan data.
11.31	Solution will provide for an audit log for all web transactions allowing for complete reconstruction of each transaction.
11.32	Solution will provide for an audit log for internal user transactions allowing for complete reconstruction of each transaction.
11.33	Solution will provide for the logging of application errors allowing for accurate analysis of errors and failures.
11.34	Solution must support complete testing and staging environments.
11.35	Vendor will have complete installation, configuration, maintenance and recovery documentation allowing for the administration and recovery of the entire application by SOS systems administrator.
11.36	Vendor will define communication, authorization, remediation, and documentation of workarounds implemented due to resource or technological restraints until such time as resources or technology is available to resolve the Risk.
11.37	Solution must have the ability to support a 3rd party identity verification and authentication product.
11.38	Solution must support the most current browser versions of Internet Explorer, Chrome, Safari and Firefox with backwards compatibility of 2 previous builds.
11.39	Solution must support encryption of data, including the ability to transmit and receive encrypted files and messages using the current version of Federa Information Processing Standard ("FIPS") 140-2 validated encryption technologies.
12	**Submission Process**
12.1	Solution must have the ability to show/hide subsequent filing options online based on entity status and business rules.

12.2	Solution must provide external users with online filing options for various types of submissions. (e.g. Registrations, Applications, Filings)
12.3	Solution must allow external users to save a draft of their submission to complete later.
12.4	Solution must allow external users to edit and resubmit online submissions after rejection.
12.5	Solution must provide external users the ability to file modifications to records online based on business rules. (e.g. Amendments, Renewals, subsequent filings, cancellations)
12.6	Solution must allow external users to request document copies and certificates online.
12.7	Solution must allow external users to upload attachments with online submissions.
12.8	Solution must provide a way for external users to submit required attachments exceeding the upload limit via another method.
12.9	Solution should have the ability to accommodate multipart uploads by external users.
12.10	Solution must include the ability to submit XML filings for UCC.
12.11	Solution must allow external users to prepare submissions online but print and mail submission.
12.12	Solution must allow external users to submit multiple filings with one checkout (shopping cart).
A.2.13	**System Process/Task Management**
13.1	Solution must allow internal users the ability to reject online submissions.
13.2	Solution must automatically generate a unique identification number upon submission.
13.3	Solution must have ability to automatically generate a rejection notice to customer from reject reason selected by internal user.
13.4	Solution must allow internal users to process various types of submissions manually.
13.5	Solution must give internal users the ability to add temporary and permanent notes to records.
13.6	Solution must allow for later effective dates on business entity filings.
13.7	Solution must allow for later effective dates for amendments and make changes on said date.
13.8	Solution must provide the ability to store, save images and search official signatures for authentications.
13.9	Solution must provide the ability to create a workflow queue with work assignments.
13.10	Solution must have the ability to assign work assignments to specific staff.
13.11	Solution must provide the ability for internal users to add custom text to correspondence as needed.
13.12	Solution must provide separate workflow queues base on filing types.
13.13	Solution must include the ability to add a 'filed' stamp to all approved filings.
14	**Testing & Training**
14.1	Solution must include a well-defined testing plan that includes unit, integration and user acceptance testing ("UAT") during implantation and any time there is a modification to the code and/or functionality.
14.2	The vendor must utilize an issue tracking system, as designated by the State, for reporting and tracking of "bugs," as defined by the State.

14.3	The vendor must ensure that all promotions successfully complete UAT before deployment.
14.4	Solution should support having multiple environments. (Development, Test, Staging and Production)
14.5	The vendor must develop and provide training using the 'train the trainer' method.
14.6	The vendor must provide onsite training at the Tennessee Secretary of State.
15	**Validations**
15.1	Solution must provide field level validation.
15.2	Solution must clearly indicate required fields during online submission entry.
15.3	Solution must provide certificates validation functionality.