



**STATE OF TENNESSEE
DEPARTMENT OF COMMERCE AND INSURANCE**

**REQUEST FOR PROPOSALS
FOR
COMPREHENSIVE ONLINE REGULATORY AND
ENFORCEMENT (CORE) SYSTEM**

RFP # 33501-231005

RELEASE #2

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1. INTRODUCTION

The State of Tennessee, Department of Commerce and Insurance, hereinafter referred to as “the State,” issues this Request for Proposals (RFP) to define minimum 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, the State seeks to procure 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, subcontractors or suppliers.

1.1. Statement of Procurement Purpose

Whereas the State is contracted with the current vendor for maintenance and support of the existing licensing system, currently known as the Comprehensive Online Regulatory and Enforcement (CORE) system, it is the State’s position to issue this RFP to solicit proposals for a vendor(s) that will provide the State with best-in-class software coupled with a clearly defined roadmap for evolution and improvement over the course of the awarded contract period. The State is seeking a Software as a Service (SaaS), commercial-off-the-shelf (COTS) Application with a modern platform and user interface. The platform should utilize a hybrid approach with out-of-the-box functionality and a highly configurable solution.

The CORE system is responsible for maintaining the State’s licensing, enforcement, and inspections for the Regulatory Boards division, Insurance division, and the State Fire Marshal’s Office. All proposals must meet the current and future needs of the system described herein, including:

- Data and document migration of existing data and documents from current solution to the new Application(s), including about 5TB of document storage;
- Multi-license solution and robust permitting system that supports customized requirements for multiple board licenses, registrations, certifications, and permits (“credentials”);
- Online and mobile responsive portal for management of credentials, including initial licensure, renewals, and general credential management;
- Digital credentialing, available in common electronic wallets;
- Public-facing search criteria that is customizable by credential type;
- Back-office system for management and configuration of transactions, workflows, and validation;
- Remote inspection system that is available offline where no internet access is available;
- Case management, including online portal for submission and management of complaints; and
- Defined roadmap for evolution and improvement of the system being proposed.

- 1.1.2. The maximum liability of the resulting *pro forma* contract is estimated to be between four million dollars (\$4,000,000.00) and sixteen million dollars (\$16,000,000.00) based on Request for Information (RFI) responses and market research conducted by the State. This estimated cost includes a one-time implementation fee and five years of annual maintenance.

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

The RFP Attachment 6.7., *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 must 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 # 33501-231005

- 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 must direct communications concerning this RFP to the following person designated as the Solicitation Coordinator:

Karen Conway
Department of General Services, Central Procurement Office
312 Rosa L. Parks Ave., 22nd floor
Nashville, TN 37243-1102
Phone 615-507-6211
Karen.Conway@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/general-services/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:

Helen Crowley
Department of General Services, Central Procurement Office
312 Rosa L. Parks Ave., 22nd floor
Nashville, TN 37243-1102
Phone 615-741-3836
Helen.Crowley@tn.gov

- 1.4.3. Only the State's official, written responses and communications with Respondents are binding with regard to 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. Actual or digital "postmarking" of a communication or response to the State by a specified deadline is not a substitute for the State's actual receipt of a communication or response. It is encouraged for Respondents 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 factual 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 6.7., *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:

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 284 680 695 393

Passcode: R8qe5k

[Download Teams](#) | [Join on the web](#)

Join with a video conferencing device

stateoftn@m.webex.com

Video Conference ID: 119 008 077 6

[Alternate VTC instructions](#)

Or call in (audio only)

[+1 629-209-4396,,904912823#](#) United States, Nashville

Phone Conference ID: 904 912 823#

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, facsimile 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		January 16, 2024
2. Disability Accommodation Request Deadline	2:00 p.m.	January 19, 2024
3. Pre-response Conference	9:00 a.m.	February 6, 2024
4. Notice of Intent to Respond Deadline	2:00 p.m.	February 9, 2024
5. Written "Questions & Comments" Deadline	2:00 p.m.	February 16, 2024
6. Amendment 1		March 5, 2024
7. Amendment 2		March 8, 2024
8. Amendment 3 - State Response to Written "Questions & Comments" & RFP 33501-231005 Release #2		March 22, 2024
9. Written "Questions & Comments" Deadline -ROUND 2 (Limit removed)	2:00 p.m.	April 1, 2024
10. State Response to Written "Questions & Comments" – ROUND 2		April 15, 2024
11. Response Deadline	2:00 p.m.	April 29, 2024
12. State Completion of Technical Response Evaluations (Sections B. and C. of RFP Attachment 6.2.)		May 14, 2024
13. State Scheduled Respondent Oral Presentation		May 15, 2024
14. Respondent Oral Presentation	9:00 a.m. – 4:00 p.m.	June 3-7, 2024
15. State Completion of Technical Response Evaluations (Section D. of RFP Attachment 6.2.)		June 12, 2024
16. State Opening & Scoring of Cost Proposals	2:00 p.m.	June 13, 2024
17. Negotiations	4:30 p.m.	June 14-21, 2024
18. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	July 1, 2024
19. End of Open File Period		July 9, 2024
20. State sends contract to Contractor for signature		July 12, 2024
21. Contractor Signature Deadline	2:00 p.m.	July 16, 2024

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 and a Cost Proposal.

- 3.1.1. **Technical Response.** 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 must not include any 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 should duplicate and 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 all of the requirements and response items detailed in the RFP Attachment 6.2., Technical Response & Evaluation Guide.
- 3.1.2. **Cost Proposal.** A Cost Proposal must 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 exactly as required, the State may deem the response to be non-responsive and reject it.

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

- 3.1.2.2. The proposed cost shall incorporate ALL 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 in a sealed package separate from the Technical Response (as detailed in RFP Sections 3.2.3., *et seq.*).

3.2. Response Delivery

- 3.2.1. 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 # 33501-231005 TECHNICAL RESPONSE ORIGINAL"

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

"RFP # 33501-231005 TECHNICAL RESPONSE COPY"

The customer references should be delivered by each reference in accordance with RFP Attachment 6.4. Reference Questionnaire.

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 a separate, otherwise blank, standard CD-R recordable disc or USB flash drive clearly labeled:

"RFP # 33501-231005 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 be clearly identified as follows:

"RFP # 33501-231005 TECHNICAL RESPONSE"

The customer references should be delivered by each reference in accordance with RFP Attachment 6.4. Reference Questionnaire.

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 file name should be clearly identified as follows:

“RFP # 33501-231005 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 e-mail 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 # 33501-231005 TECHNICAL RESPONSE FROM [RESPONDENT LEGAL ENTITY NAME]”

- 3.2.3.2. The Cost Proposal must be placed in a separate, sealed package that is clearly labeled:

“DO NOT OPEN... RFP # 33501-231005 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 # 33501-231005 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:

Karen Conway
Department of General Services, Central Procurement Office
312 Rosa L. Parks Ave., 22nd floor
Nashville, TN 37243-1102
Phone 615-507-6211
Karen.Conway@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 Respondent shall not include in its response, or after contract award, any end-user license agreement, manufacturer’s terms and conditions, service guide, clickwrap agreement, shrink-wrap agreement, online terms and conditions, or other terms and conditions that supplement, modify, or contradict the terms set forth in the *pro forma* contract.

- 3.3.3. A response must not 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 not 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 not 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 not 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 not 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.
- 3.3.9. This RFP is also subject to Tenn. Code Ann. § 12-4-101—105.

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 not 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

4.8. 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 processes 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 6.7., *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 effected 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. 15. 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
General Qualifications & Experience (refer to RFP Attachment 6.2., Section B)	10
Technical Qualifications, Experience & Approach (refer to RFP Attachment 6.2., Section C)	50
Oral Presentation (refer to RFP Attachment 6.2., Section D)	10
Cost Proposal (refer to RFP Attachment 6.3.)	30

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. The Solicitation Coordinator will invite the top THREE (3) ranked Respondents to make an Oral Presentation. The ranking will be determined after the Technical Response score is totaled and ranked (e.g., 1 – the best evaluated ranking, etc.).
 - 5.2.1.5.1. The Oral Presentations are mandatory. The Solicitation Coordinator will schedule Respondent Presentations during the period indicated by the RFP Section 2, Schedule of Events. The Solicitation Coordinator will make every effort to accommodate each Respondent's schedules. When the Respondent Presentation schedule has been determined, the Solicitation Coordinator will contact Respondents with the relevant information as indicated by RFP Section 2, Schedule of Events.
 - 5.2.1.5.2. Respondent Presentations are only open to the invited Respondent, Proposal Evaluation Team members, the Solicitation Coordinator, and any technical consultants who are selected by the State to provide assistance to the Proposal Evaluation Team.
 - 5.2.1.5.3. Oral Presentations provide an opportunity for Respondents to explain and clarify their responses and for the State to test to better understand the practical application of the good or service as applicable. Respondents must not materially alter their responses and Presentations will be limited to addressing the items detailed in RFP Attachment 6.2., Technical Response & Evaluation Guide. Respondent pricing shall not be discussed or provided during Oral Presentations.
 - 5.2.1.5.4. The State will maintain an accurate record of each Respondent's Oral Presentation session. The record of the Respondent's Oral Presentation shall be available for review when the State opens the procurement files for public inspection.
 - 5.2.1.5.5. Proposal Evaluation Team members will independently evaluate each Oral Presentation in accordance with the RFP Attachment 6.2., Technical Response & Evaluation Guide, Section D.
 - 5.2.1.5.6. The Solicitation Coordinator will calculate and document the average of the Proposal Evaluation Team member scores for RFP Attachment 6.2., Technical Response & Evaluation Guide, Section D, and record that number as the score for Respondent's Technical Response section.
- 5.2.1.6. 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. **Clarifications and Negotiations.** The State reserves the right to award a contract on the basis of initial responses received, therefore, each response shall contain the Respondent's best terms and conditions from a technical and cost standpoint. The State reserves the right to conduct clarifications or negotiations with one or more Respondents. All communications, clarifications, and negotiations shall be conducted in a manner that supports fairness in response improvement.
- 5.2.3.1. **Clarifications:** The State may identify areas of a response that may require further clarification or areas in which it is apparent that there may have been miscommunications or misunderstandings as to the State's specifications or requirements. The State may seek to clarify those issues identified during one or multiple clarification rounds. Each clarification sought by the State may be unique to an individual Respondent, provided that the process is conducted in a manner that supports fairness in response improvement.
- 5.2.3.2. **Negotiations:** The State may elect to negotiate with one or more Respondents by requesting revised responses, negotiating costs, or finalizing contract terms and conditions. The State reserves the right to conduct multiple negotiation rounds or no negotiations at all.
- 5.2.3.3. **Cost Negotiations:** All Respondents, selected for negotiation by the State, will be given equivalent information with respect to cost negotiations. All cost negotiations will be documented for the procurement file. Additionally, the State may conduct target pricing and other goods or services level negotiations. Target pricing may be based on considerations such as current pricing, market considerations, benchmarks, budget availability, or other methods that do not reveal individual Respondent pricing. During target price negotiations, Respondents are not obligated to reduce their pricing to target prices, but no Respondent is allowed to increase prices.
- 5.2.3.4. If the State determines that it is unable to successfully negotiate terms and conditions of a contract with the apparent best evaluated Respondent, the State reserves the right to bypass the apparent best evaluated Respondent and enter into terms and conditions contract negotiations with the next apparent best evaluated Respondent.
- 5.2.4. **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 effect 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 6.7., *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 ATTACHMENT 6.1.**RFP # 33501-231005 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 6.7., *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 6.7., *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 must attach evidence showing the individual's authority to bind the Respondent.

DO NOT SIGN THIS DOCUMENT IF YOU ARE NOT LEGALLY AUTHORIZED TO BIND THE RESPONDENT

SIGNATURE:

PRINTED NAME & TITLE:

DATE:

**RESPONDENT LEGAL ENTITY
NAME:**

RFP ATTACHMENT 6.2. — Section A

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., <i>et. seq.</i>).	
		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 (<i>e.g.</i> , employment by the State of Tennessee) and, if so, the nature of that conflict. NOTE: Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to cancel any award.	
	A.3.	Provide a current bank reference indicating that the Respondent's business relationship with the financial institution is in positive standing. Such reference must be written in the form of a standard business letter, signed, and dated within the past three (3) months.	
	A.4.	Provide two current positive credit references from vendors with which the Proposer has done business written in the form of standard business letters, signed, and dated within the past three (3) months.	

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
	A.5.	Provide an official document or letter from an accredited credit bureau, verified and dated within the last three (3) months and indicating a positive credit rating for the Respondent. (NOTE: A credit bureau report number without the full report is insufficient and will not be considered responsive.).	
<i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i>			

RFP ATTACHMENT 6.2. — SECTION B**TECHNICAL RESPONSE & EVALUATION GUIDE**

SECTION B: GENERAL QUALIFICATIONS & EXPERIENCE. The Respondent must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below. 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, telephone number, and facsimile number, if applicable, of the person the State should contact regarding the response.
	B.2.	Describe the Respondent's form of business (<i>i.e.</i> , individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and business location (physical location or domicile).
	B.3.	Detail the number of years the Respondent has been in business.
	B.4.	Briefly describe how long the Respondent has been 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 <i>nolo contendere</i> to any felony. If so, include an explanation providing relevant details.
	B.8.	Provide a statement of whether, in the last ten (10) years, the Respondent has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors. If so, include an explanation providing relevant details.
	B.9.	Provide a statement of whether there is any material, pending litigation against the Respondent that the Respondent should reasonably believe could adversely affect its ability to meet contract requirements pursuant to this 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.

RFP ATTACHMENT 6.2. — SECTION B (continued)

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, <i>etc.</i>).
	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>i.e.</i> , 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 NOT INCLUDE DOLLAR AMOUNTS); (ii) anticipated goods or services contract descriptions;

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<p>(iii) names and ownership characteristics (i.e., ethnicity, gender, service-disabled veterans, or disability) of anticipated subcontractors and supply contractors.</p> <p>NOTE: In order to claim status as a Diversity Business Enterprise under this contract, businesses must be certified by the Governor's Office of Diversity Business Enterprise (Go-DBE). Please visit the Go-DBE website at https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9810 for more information.</p> <p>(d) <u>Workforce</u>. Provide the percentage of the Respondent's total current employees by ethnicity and gender.</p> <p>NOTE: Respondents that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and subcontractors. Response evaluations will recognize the positive qualifications and experience of a Respondent that does business with enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises and who offer a diverse workforce.</p>
	B.16.	<p>Provide a statement of whether or not the Respondent has any current contracts with the State of Tennessee or has completed any contracts with the State of Tennessee within the previous five (5) year period. If so, provide the following information for all of the current and completed contracts:</p> <p>(a) the name, title, telephone number and e-mail address of the State contact knowledgeable about the contract;</p> <p>(b) the procuring State agency name;</p> <p>(c) a brief description of the contract's scope of services;</p> <p>(d) the contract period; and</p> <p>(e) the contract number.</p>
	B.17.	<p>Provide a statement and any relevant details addressing whether the Respondent is any of the following:</p> <p>(a) is presently debarred, suspended, proposed for debarment, or voluntarily excluded from covered transactions by any federal or state department or agency;</p> <p>(b) has within the past three (3) years, been convicted of, or had a civil judgment rendered against the contracting party from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;</p> <p>(c) is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed above; and</p> <p>(d) has within a three (3) year period preceding the contract had one or more public transactions (federal, state, or local) terminated for cause or default.</p>
		<p>SCORE (for <u>all</u> Section B—Qualifications & Experience Items above): (maximum possible score = 10)</p>

RFP ATTACHMENT 6.2. — SECTION B (continued)

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

RFP ATTACHMENT 6.2. — SECTION C

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
<p>For items C.1.—C.8. below, the Respondent must provide the following:</p> <p>a. Demonstrate an understanding of the requirements by providing an explanation and/or narrative of how your solution meets these requirements, and</p> <p>b. Provide a user manual or visual rendering that shows the process required meet these requirements.</p>					
	C.1.	<p>System administration and configuration requirements as described in RFP as described in RFP Attachment 6.6. Business Requirements sections PR0-SC-0010—PR0-GS-0020, including, at minimum:</p> <ul style="list-style-type: none"> • Configure security roles • Configure data stores • Configure license profiles • Configure education profiles • Configure workflows and assignment • Configure batch processes • Configure reports • Configure screens • Configure transactions • Configure checklist items • Configure inspections/enforcement • Configure accounting information • Configure letter templates • General system configurations 		5	
	C.2.	<p>Licensing and permitting as described in RFP Attachment 6.6. Business Requirements section PR1-OL-0010—PR4-PC-0010, including, at minimum:</p> <ul style="list-style-type: none"> • Intake Form Documents Fill out form online • Upload required documents • Calculate form processing fee • Collect fee • Automatic verification • Digital signature • Form summary 		5	

RFP ATTACHMENT 6.2. — SECTION C (continued)

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
		Preliminary Review <ul style="list-style-type: none"> Review for completeness Review uploaded documents Mark complete Send request for additional information Validate data in external system Request initial inspection Pre-issuance review <ul style="list-style-type: none"> Administrative review of form All form materials in place Inform applicants of problems to be corrected Credit check/financial audit Education/training review Record validated data Legal review Inspection report review Board review Decision Credential Issuance <ul style="list-style-type: none"> Approved credential Collect fee Create credential/permit Notify entity of denial of authorization Appeal process 			
	C.3.	Mobile inspection as described in RFP Attachment 6.6. Business Requirements sections PR5-GR-0010—PR5-IR-0010, including, at minimum: <ul style="list-style-type: none"> General requirements Request inspection Schedule inspection Perform inspection Record results Review results Issue corrective actions Issue violation Inspection summary Inspection records 		5	
	C.4.	Renewals as described in RFP Attachment 6.6. Business Requirements section PR6-NF-0010—PR6-FP-0010, including, at minimum: <ul style="list-style-type: none"> Staff renewal notification Entity renewal notification Entity review existing information Obtain/provide continuing education/training documents Follow existing processing 		4	

RFP ATTACHMENT 6.2. — SECTION C (continued)

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.5.	Annual Statements and Premium Tax, Year End Filings as described in RFP Attachment 6.6. Business Requirements section PR7-EN-0010—PR7-PR-0030, including, at minimum: <ul style="list-style-type: none"> Entity notification Online filing Processing 		2	
	C.6.	Complaints as described in RFP Attachment 6.6. Business Requirements sections PR8-RC-0010—PR8-PR-0040, including, at minimum: <ul style="list-style-type: none"> Receive complaint Preliminary review of complaint Investigate complaint Hold hearing Legal documentation Assess penalty Payment plan Collect payment Transition to criminal case Revoke authorization Notify staff of revocation Notify entity of revocation Public record 		2	
	C.7.	Continuing education and exams as described in RFP Attachment 6.6. Business Requirements sections PR9-SE-0010--PR9-ES-0010, including, at minimum: <ul style="list-style-type: none"> Submit education credentials Determine approval/denial Include education information on website Notify education provider of approval/denial Exchange information with continuing education vendor Receive education scores from providers 		2	
	C.8.	Non-functional requirements as described in RFP Attachment 6.6. Business Requirements section IV. BFR-BO-0010—NFR-0320, including, at minimum: <ul style="list-style-type: none"> BFR-BO-0010 – BFR-PU-0120 Business feature requirements for back office and public-facing environments DAR-0010 – DAR-0360 Data requirements PER-0010 – PER-0220 Performance requirements REP-0010 – REP-0060 Reports SEC-0010 – SEC-0180 Security ATR-0010 – ATR-0080 Audit trail BRR-0010 – BRR-0070 Backup and recovery 		5	

RFP ATTACHMENT 6.2. — SECTION C (continued)

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
		<ul style="list-style-type: none"> DSR-0010 – DSR-0020 Date and time synchronization TTR-0010 – TTR-0240 Testing and Training NFR-0010 – NFR-0320 General non-functional requirements 			
<p>For items C.9.—C.13. below, the Respondent must provide the following:</p> <ol style="list-style-type: none"> Demonstrate whether the non-critical requirements described in RFP Attachment 6.6. Business Requirements currently exist in Respondent's system. If the non-critical requirements do not currently exist in Respondent's system, are they on the roadmap to be implemented during the contract period described in RFP Attachment 6.6. Pro Forma Contract? Demonstrate an understanding of the non-critical requirement by providing an explanation and/or narrative of how your solution meets or will meet the requirements, and If able, provide a user manual or visual rendering that shows the process required meet these requirements. 					
	C.9.	Location and mapping functionality as described in RFP Attachment 6.6. Business Requirements section, including, at minimum: <ul style="list-style-type: none"> Validation and verification tools to confirm the address entered in the system (PR0-LP-0140) Utilize GIS coordinates (PR0-LP-0150) 		4	
	C.10.	Online portal functionality as described in RFP Attachment 6.6. Business Requirements sections, including, at minimum: <ul style="list-style-type: none"> Related license lookup within a transaction (PR0-LP-0450- PR0-LP-0460) Multi-modal communication (PR0-BP-0500, PR2-AD-0040, PR3-FM-0070, PR6-EN-0030) Artificial intelligence and machine learning for documents (PR1-UL-0090, PR2-DO-0030) Third-party document collection (PR7-OF-0080.) 		5	
	C.11.	Mobile inspection functionality as described as described in RFP Attachment 6.6. Business Requirements section, including, at minimum: <ul style="list-style-type: none"> Interfacing with codes and standards (PR5-GR-0090) GPS and GIS (PR5-SD-0040) Permit and construction location relationship (PR5-IR-0010) 		5	
	C.12.	Route documents for signature in back-office as described in RFP Attachment 6.6. Business Requirements section PR7-PR-0030.		3	

RFP ATTACHMENT 6.2. — SECTION C (continued)

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.13.	<p>Complaint and case management as described in RFP Attachment 6.6. Business Requirements section, including, at minimum:</p> <ul style="list-style-type: none"> • Response to complaints (PR8-RC-0100) • Track status of complaint (PR8-RC-0110) • Generate template enforcement documents (PR8-HR-0040) • Record contact information in enforcement (PR8-HR-0060) • Generate electronic communication in enforcement (PR8-HR-0070) • Legal documentation in online portal (PR8-OR-0040) • Pay penalties online (PR8-PN-0030) • Past due payment notification (PR8-CP-0020) 		3	
<p>For items C.14.—C.24. below, the Respondent must provide a detailed narrative, planning documentation, or list as requested in the item. If available, provide data models, workflows, and/or visual renderings to support the response.</p>					
	C.14.	<p>Provide a detailed narrative on which third parties the Respondent will use to subcontract any of the services explained in RFP Attachment 6.7 Pro Forma Contract.</p> <ol style="list-style-type: none"> Include the third party/subcontractor names and contact information. Include a narrative of which services will be performed. Confirm that all costs associated with third parties are included in RFP Attachment 6.3 Cost Proposal. 		4	
	C.15.	<p>Provide a detailed narrative of your project management methodology, including a template project plan and timeline that meets the requirements in RFP Attachment 6.7 Pro Forma Contract section A. This should include Respondent's mitigations strategies and corrective actions.</p>		5	
	C.16.	<p>Provide a detailed narrative of implementation processes that meets the requirements in RFP Attachment 6.7 Pro Forma Contract section A.</p> <ul style="list-style-type: none"> • Software installation process and timeline. Include the recommended number of non-production environments and their recommended use. • Data conversion process and timeline. Include mitigation strategies and documentation efforts. • Document migration process and timeline. Include mitigation strategies and documentation efforts. 		10	

RFP ATTACHMENT 6.2. — SECTION C (continued)

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
		<ul style="list-style-type: none"> Requirements definition gathering and timeline. Include mitigation strategies and documentation efforts. Business rule conversion process and timeline. Include mitigation strategies and documentation efforts. System configuration documentation and timeline. Customization process and timeline. Include the expected % of customization that cannot be accomplished by configuration. User training plan and documentation for technical and program staff. User acceptance testing process and timeline. Production data migration. Including mitigation strategies and documentation efforts. Go-live and support process and timeline. 			
	C.17.	Provide a detailed narrative that confirms that the hardware components, technical architecture, and software products are consistent with the State's standard as described in RFP Attachment 6.7 Pro Forma Contract section A. Any and all components that are not listed as a State standard must be identified.		4	
	C.18.	Provide a detailed narrative that describes the Respondent's understanding and ability to interface with outside entities.		5	
	C.19.	Provide a narrative confirming that the solution will meet or exceed the State's security requirements in RFP Attachment 6.7 Pro Forma Contract.		5	
	C.20.	Provide a detailed narrative explaining resources, processes, and communication plans required to meet the Service Level Agreements for hosting services as outlined in RFP Attachment 6.7 Pro Forma Contract section A.		5	
	C.21.	Provide a detailed narrative explaining resources, processes, and communication plans required to meet the Service Level Agreements for maintenance and support as outlined in RFP Attachment 6.7 Pro Forma Contract section A.		5	
	C.22.	Provide a detailed explanation of how the Respondent monitors and reports uptime to meet the 99.5% Application availability threshold as outlined in RFP Attachment 6.7 Pro Forma Contract section A.		5	
	C.23.	Provide a detailed explanation of how and how often the Respondent communicates roadmap items and release plans for new product features and enhancements as outlined in RFP Attachment 6.7. Pro Forma Contract section A.		5	

RFP ATTACHMENT 6.2. — SECTION C (continued)

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.24.	Provide a detailed narrative of whether the Respondent has experience transitioning a State agency from a legacy cloud hosted solution and describe how the conversion resulted in greater efficiencies.		2	
<i>The Solicitation Coordinator will use this sum and the formula below to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.</i>					Total Raw Weighted Score: <i>(sum of Raw Weighted Scores above)</i>
<div style="display: flex; justify-content: space-between;"> <div> Total Raw Weighted Score <hr/> Maximum Possible Raw Weighted Score <i>(i.e., 5 x the sum of item weights above)</i> </div> <div> X 50 <i>(maximum possible score)</i> </div> <div> = SCORE: </div> </div>					
<i>State Use – Evaluator Identification:</i>					
<i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i>					

RFP ATTACHMENT 6.2.— SECTION D

TECHNICAL PROPOSAL & EVALUATION GUIDE

SECTION D: ORAL PRESENTATION. The Respondent must address ALL Oral Presentation Items (below).

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

0 = little value

1 = poor

2 = fair

3 = satisfactory

4 = good

5 = excellent

The RFP 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.

Oral presentations will be limited to five (5) hours per Respondent as referenced in Section 2.1 Schedule Events. The full business day will comprise of one (1) hour lunch period and two (2) thirty (30) minute breaks. The Respondent shall present each of the Oral Presentation items in the order it is outlined herein.

RESPONDENT LEGAL ENTITY NAME:			
Oral Presentation Items	Item Score	Evaluation Factor	Raw Weighted Score
D.1. Introduction. Company background information, including description of projects completed in similar scope and size.		1	
D.2. State's business requirements. Demonstrate how the Respondent meets the current and future needs of the system:			
D.2.a. Data and document migration of existing data and documents from current solution to the new Application(s), including about 5TB of document storage;		5	
D.2.b. Multi-license solution and robust permitting system that supports customized requirements for multiple board licenses, registrations, certifications, and permits ("credentials");		3	
D.2.c. Online and mobile responsive portal for management of credentials, including initial licensure, renewals, and general credential management; User Story 1: As a Barber, I want to renew my license, so that I can continue accepting clients. Benjamin's barber license expires in one month. While waiting for his next client, Ben received a text notification and decided to renew his license before they arrive. Ben can easily confirm or change his information and pay the fee from his cell phone. By the time he finishes with his next client, board staff approved his renewal, and the update license is viewable in his Apple wallet.		5	
D.2.d. Online and mobile responsive portal for applying for a permit and requesting an inspection. User Story 2: As a contractor, I want to purchase a permit and request inspection online, so that I can effectively schedule my work. Barb is building three houses in a subdivision. Before she begins, she must purchase a residential building permit, electrical permit, and required inspections for each house. An inspection must be completed prior to each phase of the build, resulting in a final		5	

RFP ATTACHMENT 6.2. — SECTION D (continued)

RESPONDENT LEGAL ENTITY NAME:						
inspection with certificate of occupancy. The online portal should clearly track each building phase for each house.						
D.2.e. Digital credentialling, available in common electronic wallets;		3				
D.2.f. Public-facing search criteria that us customizable by credential type;		3				
D.2.g. Back-office system for management and configuration of transactions, workflows, and validation;		5				
D.2.h. Remote inspection system that is available offline where no internet access is available;		5				
D.2.i. Case management, including online portal for submission and management of complaints; and User Story 3: As a public user, I want to file a complaint against a licensee so that the board is aware of deceptive behavior. Mary bought a vehicle in January 2023 from ABC Auto. Despite calling ABC Auto several times, she never received her vehicle permanent tags and registration. Mary filed a complaint on our website with the Motor Vehicle Commission. Upon receipt of the complaint, staff had to refer it to field enforcement personnel for investigation. Upon investigation, it was determined that ABC Auto held the tags and registration because Mary was behind on her payments. The complaint was referred to legal for presentation to the Motor Vehicle Commission and assessment of civil penalties. ABC Auto now needs to sign an order and pay civil penalties on our website.		3				
D.3. Roadmap and Best-in-class Features. Present a defined roadmap for evolution and improvement of the system being proposed.		3				
Total Raw Weighted Score (<i>sum of Raw Weighted Scores above</i>): The RFP Coordinator will use this sum and the formula below to calculate the score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.						
<table border="1"> <tr> <td> total raw weighted score maximum possible raw weighted score <i>(i.e., 5 x the sum of item weights above)</i> </td> <td> X 10 (<i>maximum section score</i>) </td> <td> = SCORE: </td> </tr> </table>			total raw weighted score maximum possible raw weighted score <i>(i.e., 5 x the sum of item weights above)</i>	X 10 (<i>maximum section score</i>)	= SCORE:	
total raw weighted score maximum possible raw weighted score <i>(i.e., 5 x the sum of item weights above)</i>	X 10 (<i>maximum section score</i>)	= SCORE:				
State Use – Evaluator Identification:						
State Use – RFP Coordinator Signature, Printed Name & Date:						

RFP ATTACHMENT 6.3.

COST PROPOSAL & SCORING GUIDE

NOTICE: **SEE SEPARATE EXCEL SPREADSHEET – RFP 33501-231005 COST PROPOSAL SPREADSHEET**

RFP ATTACHMENT 6.4.**REFERENCE QUESTIONNAIRE**

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

The Respondent will be solely responsible for obtaining completed reference questionnaires as detailed below.. Provide references from individuals who are not current State employees of the procuring State Agency for projects similar to the goods or services sought under this RFP and which represent:

- two (2) contracts Respondent currently services that are similar in size and scope to the services required by this RFP; and
- three (3) completed contracts that are similar in size and scope to the services required by this RFP.

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 individual contact reference provided for each contract or project shall not be a current State employee of the procuring State agency. Procuring State agencies that accept references from another State agency shall document, in writing, a plan to ensure that no contact is made between the procuring State agency and a referring State agency. The standard reference questionnaire, should be used and completed, and is provided on the next page of this RFP Attachment 6.4.

In order to obtain and submit the completed reference questionnaires following 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
 - (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 a reference questionnaire to each reference.
- (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 RFP Technical Response Deadline with the Subject line of the e-mail as "[Respondent's Name] Reference for RFP # 33501-231005".

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 reference e-mails or 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.

RFP # 33501-231005 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;

Physical:

- 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.

E-Mail:

- e-mail the completed questionnaire to:

Karen Conway

Email: Karen.Conway@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) 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.
- (5) 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.
- (6) How satisfied are you with the reference subject's ability to perform based on your expectations and according to the contractual arrangements?

REFERENCE SIGNATURE:

(by the individual completing this
request for reference information)

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

DATE:

RFP ATTACHMENT 6.5.

SCORE SUMMARY MATRIX

	RESPONDENT NAME	RESPONDENT NAME	RESPONDENT NAME
GENERAL QUALIFICATIONS & EXPERIENCE (maximum: 10)			
EVALUATOR NAME			
EVALUATOR NAME			
EVALUATOR NAME			
EVALUATOR NAME			
	AVERAGE:	AVERAGE:	AVERAGE:
TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH (maximum: 50)			
EVALUATOR NAME			
EVALUATOR NAME			
EVALUATOR NAME			
EVALUATOR NAME			
	AVERAGE:	AVERAGE:	AVERAGE:
ORAL PRESENTATION/ FIELD TEST (maximum: 10)			
EVALUATOR NAME			
EVALUATOR NAME			
EVALUATOR NAME			
EVALUATOR NAME			
	AVERAGE:	AVERAGE:	AVERAGE:
COST PROPOSAL (maximum: 30)	SCORE:	SCORE:	SCORE:
TOTAL RESPONSE EVALUATION SCORE: (maximum: 100)			
Solicitation Coordinator Signature, Printed Name & Date:			



RFP # 33501-231005 BUSINESS REQUIREMENTS

Version 1.0 – 6/2/2022
Version 1.1 – 5/12/2023

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I. Definitions & Acronyms

Abbreviation	Description
API	Application Programming Interface
CORE	Comprehensive Online Regulatory and Enforcement System, which is the legacy licensing system for TDCI
COTS	Commercial Off-the-Shelf
CPA	Certified Public Accountant
GIS	Geographic information system
GPS	Global Positioning System
SLA	Service Level Agreement
TDCI	Tennessee Department of Commerce and Insurance
TN	The State of Tennessee

II. Introduction

The State of Tennessee, Department of Commerce & Insurance (TDCI) uses a legacy licensing system known as the Comprehensive Online Regulatory and Enforcement (CORE) system. This system is responsible for maintaining the State's credentialing, enforcement, and inspections for the Regulatory Boards division, Insurance division, and the State Fire Marshal's Office. The system manages the information, processing, fee payment, complaints and legal cases concerning the credentials regulated by TDCI. This document provides the business requirements for both existing functionality in CORE and for a best-in-class solution that will evolve and improve via a clearly defined roadmap resulting from the competitive procurement process.

The business requirements are divided into groups that reflect the major process flows of the desired system, found in Appendix A – Generalized Process Flow. Each process area is described. Then each process block/decision is described. Following each process block/decision description is a table with specific requirements for operation of that step.

The tables holding requirements have three columns. The first column in the table is the requirement number. Each main requirement begins with a unique identifier, where XX represents two letters. Each sub-requirement has a unique requirement number. The numbers are formatted as follows where ##### is a four-digit number starting with 0010 and going forward in increments of ten (10). If a requirement is discovered after the initial numbering that is more easily understood within the context of another requirement, it may be inserted with a number falling between 1 and 9. Here are the groups and their definitions:

A. Process Requirements.

0. System Configuration – PR0-SC-0010 through PR0-GS-0020 – These requirements describe the desired functionality for administrative configurations controlling operation of the system.

1. Intake Form and Documents – PR1-OL-0010 through PR1-SM-0020 – These requirements describe the desired functionality encountered by the system when customers are applying for/providing information for a credential.

2. Preliminary Review – PR2-RV-0010 through PR2-IN-0020 – These requirements describe the functionality of staff who will do an initial inspection of the information and documentation provided by a customer, with respect to a credential, to verify that submissions are reasonable, i.e., no pictures of pets, relevant information provided, etc.

3. Pre-Issuance Review(s) – PR3-AR-0010 through PR3-DN-0040 – These requirements describe the work of staff who will do the qualitative reviews of the information to determine whether an applicant has met the requirements for a credential.

4. Credential Issuance – PR4-AP-0010 through PR4-PC-0010 – These requirements describe the functionality of staff or processes that issue credentials to applicants that have been approved to receive a credential.

5. Mobile Inspection – PR5-GR-0010 through PR5-IR-0010 – These requirements describe the functionality available to inspectors.

6. Renewals – PR6-NF-0010 through PR6-FP-0010 – These requirements describe the functionality that will be available for processing credential renewals.

7. Annual Statements and Premium Tax, Year End Filings – PR7-EN-0010 through PR7-PR-0030 – These requirements describe the functionality available for annual statements, premium tax, and year end filings.

8. Complaint – PR8-RC-0010 through PR8-PR-0040 – These requirements describe the functionality associated with handling complaints submitted to the department.

9. Continuing Education and Exams – PR9-SE-0010 through PR9-ES-0010 – These requirements describe the functionality available for managing information related to continuing education and exam requirements.

B. Non-Process Requirements

Business Feature Requirement-Back Office – BFR-BO-0010– These requirements describe the functionality to be available to TDCI staff when managing credentials.

Business Feature Requirement – Public Facing – BFR-PF-0010 through BFR-PU-0120 – These requirements describe the functionality to be available to non-staff when working with credential information.

Data Requirements – DAR-0010 through DAR-0360 – This section provides requirements for the data that will be used to describe credentials, types of credentials, and in the management of credentials.

Performance Requirements – PER-0010 through PER-0220 – This section provides requirements for system performance while in operation.

Reports – REP-0010 through REP-0060 – This section provides requirements for reporting that should be available from the system.

Security – SEC-0010 through SEC-0180 – This section will provide the security requirements for accessing and securing the system.

Audit Trail – ATR-0010 through ATR-0080 – This section will provide requirements for audit trails that should be in place for the system.

Backup and Recovery – BRR-0010 through BRR-0070 – This section will provide requirements for the manner that data in the system should be backed-up and recovery of system and data in the event of a failure.

Date and Time Synchronization – DSR-0010 through DSR-0020 – As Tennessee (TN) has different time zones, this section will provide requirements for managing date and time.

Testing and Training – TTR-0010 through TTR-0240 – This section provides requirements for the testing of the system by the vendor and the training activity to be provided by the vendor to TDCI for properly using the system.

Non-Functional Requirements – NFR-0010 through NFR-0320 – This section provides other requirements that are qualitative but do not fall in the other categories of requirements that the system should meet.

The second column in the table will be the business requirement. This will describe the basic functional activity or non-functional requirement that the system should possess.

Finally, the third column identifies whether the functionality is critical. A critical function is necessary to carrying out the business of TDCI's management of licensing. The requirement is critical if the column is blank. If the column has 'N,' the requirement is not critical. This convention was chosen so that exceptions to the rule are more noticeable.

III. Process Requirements

Process 0 - System Administration/Configuration Requirements (PR0)

These requirements describe the functionality available for system support staff to use when managing and configuring the operation of the system.

In the descriptions below, 'maintenance' is defined as displaying in a screen the current records in a table, including their fields; with the ability, given proper system security permissions, to alter or delete field content. The deletion of an entire record from the system should occur only if business rules allow.

ID	Requirement Description	Critical
0.1 Configure System Security Roles (SC)		
System administrators or users who have been given the proper permissions will be able to manage and assign privileges to user groups, user accounts and/or assign user accounts to user groups. Privileges include access to the system and system functionality.		
PR0-SC-0010	The system shall contain a user maintenance function that allows business/IT users with system administration rights to maintain access and security roles of each user.	
PR0-SC-0020	The system shall provide authorized TDCI staff the ability to activate and deactivate a user account.	
PR0-SC-0030	The system shall provide authorized TDCI staff the ability to view specific user access rights and levels of security.	
PR0-SC-0040	The system shall provide the ability to require user confirmation prior to changes to user profile.	
PR0-SC-0050	The system shall provide the ability for a user to reset a forgotten password and the ability for a state user to assist with password reset.	
PR0-SC-0060	The system shall provide the ability for system users to change their password on demand.	
PR0-SC-0070	The system shall support double keying for password setting - password confirmation	
PR0-SC-0080	The system shall provide the ability to require confirmation of identity by answering security questions on changes to login information.	
PR0-SC-0090	The system shall support unique user identification.	
PR0-SC-0100	The system shall provide the ability to automatically log off users after a configurable inactivity period.	
PR0-SC-0110	The system shall provide the ability to lock a user account based on multiple failed logon attempts defined by TDCI staff.	
PR0-SC-0120	The formats and requirements for User ID and account passwords shall be configurable to meet State of TN security regulations located at https://www.tn.gov/finance/strategic-technology-solutions/strategic-technology-solutions/sts-security-policies.html .	
PR0-SC-0130	The system shall provide the ability for TDCI staff to define password expiration time frames.	
PR0-SC-0140	The system shall provide the ability for TDCI staff to define user security roles.	
PR0-SC-0150	The system shall provide the ability to assign multiple users to a single role.	

ID	Requirement Description	Critical
PR0-SC-0160	The system shall provide the ability to assign multiple roles for a single user.	
PR0-SC-0170	The system shall provide the ability to display warning messages for incompatible role combinations.	
PR0-SC-0180	The system shall provide the ability to log users out of the system.	
PR0-SC-0190	The system shall provide role-based access to database tables.	
PR0-SC-0200	The system shall provide role-based security for creation of data.	
PR0-SC-0210	The system shall provide role-based security for viewing data.	
PR0-SC-0220	The system shall provide role-based security for data updates.	
PR0-SC-0230	The system shall provide role-based security for deletion of records, while maintaining an audit trail.	
	Maintain Responsibility Group	
PR0-SC-0240	The system shall allow for the creation, configuration, and maintenance of the list of Responsibility Group values.	
PR0-SC-0250	The system shall allow for the relationship between a Responsibility Group and many staff members that are assigned to that Responsibility Group who must respond to various activities.	
	Maintain Staff	
PR0-SC-0260	The system shall allow for the creation, configuration, and maintenance of the list of TDCI staff.	
PR0-SC-0270	The system shall use the list of staff members to assign system responsibilities and grant access to system functionality.	
	Maintain Staff Permissions	
PR0-SC-0280	The system shall allow for the addition and removal of role-based permissions to individual staff members, by credential type or board.	
	Copy Staff Permissions	
PR0-SC-0290	The system shall allow the user to duplicate the permissions of a staff member and apply that permission set to another staff member and board.	
	Maintain Roles	
PR0-SC-0300	The system shall allow for the creation, configuration, and maintenance of system roles.	
PR0-SC-0310	The system shall allow for a system role to be associated with modules in the system, and permissions for using functions within the module.	
PR0-SC-0320	The system shall allow for staff members to be assigned to and inherit the permissions associated with a system role.	
	Maintain Staff Inspection Region Permissions	
PR0-SC-0330	The system shall allow for the creation, configuration, and maintenance of the assignment of region permissions and privileges (security) to staff.	
	Maintain Enforcement Staff Security	

ID	Requirement Description	Critical																				
PR0-SC-0340	The system shall allow for the creation, configuration, and maintenance of controlled data access for each board to complaint information.																					
PR0-SC-0350	The system shall allow for granting access to complaint information to a registered user using controlled data access definitions.																					
0.2 Configure Data Stores (DS) System administrators or users who have been given the proper permissions will be able to configure the data stores associated with the application.																						
PR0-DS-0010	<table><tr><td colspan="2">The major areas of credential management within the system that shall be supported are</td></tr><tr><td>Application</td><td>Transaction Processing by Staff</td></tr><tr><td>Credential Granting</td><td>Credential Renewals</td></tr><tr><td>Credential Information Updates</td><td>Complaints</td></tr><tr><td>Inspections</td><td>Investigators</td></tr><tr><td>Legal Case Management</td><td>Fee Management</td></tr><tr><td>Payment Processing</td><td>Exam Management</td></tr><tr><td>Credential Status Management</td><td>Processing Workflows</td></tr><tr><td>Batch Processing</td><td>Credential Data</td></tr><tr><td>Public Data Viewing</td><td>Public User Account Creation Account Management Profile Management Making Payments Renewals</td></tr></table>	The major areas of credential management within the system that shall be supported are		Application	Transaction Processing by Staff	Credential Granting	Credential Renewals	Credential Information Updates	Complaints	Inspections	Investigators	Legal Case Management	Fee Management	Payment Processing	Exam Management	Credential Status Management	Processing Workflows	Batch Processing	Credential Data	Public Data Viewing	Public User Account Creation Account Management Profile Management Making Payments Renewals	
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PR0-DS-0020	The system shall provide the ability for system administrator to add additional fields and/or tables to the system to meet the everchanging needs of information associated with credentials.																					
PR0-DS-0030	The system data framework shall provide the ability to easily add, modify, or remove credential types and their processing requirements without requiring vendor updates to the system.																					
PR0-DS-0040	The system shall utilize code tables for processing control and other system parameters that can be maintained by system administrator.																					
PR0-DS-0050	The system shall allow the administrator to define required fields.																					
PR0-DS-0060	Provide ability to store all records on-line for a user-defined number of years based on record type.																					
PR0-DS-0070	Provide the ability to override data retention requirements if a legal hold has been placed on a credential.																					
PR0-DS-0080	Provide the ability to extend the legal hold to all records and attachments related to the 'parent' credential record.																					
PR0-DS-0090	The system will provide, maintain, and allow on-line access to a system-wide data dictionary.																					

ID	Requirement Description	Critical
PR0-DS-0100	The system shall provide the ability to configure the requirement of user confirmation prior to deleting specified records.	
PR0-DS-0110	The system shall provide the ability to configure the requirement for user confirmation before deleting data in specified fields.	
PR0-DS-0120	The system shall provide the ability to configure a default value for fields in a record	
PR0-DS-0130	The system shall provide the ability to configure which fields are mandatory in a record.	
PR0-DS-0140	Provide data management features that eliminate the redundant maintenance of duplicate data (e.g., relational database, etc.).	
PR0-DS-0150	The system shall provide the ability to flag records and/or fields within records that are available for general public viewing.	
PR0-DS-0160	The system shall provide the ability to create lists of data that will provide values for data fields.	
PR0-DS-0170	The system shall provide the ability to specify a start date for a list value to begin being displayed in the list for use.	
PR0-DS-0180	The system shall provide the ability to specify an end date for a list value to cease being displayed in the list for use.	
PR0-DS-0190	The system shall provide the ability for the list to accept a code and a code description in the list definition.	
PR0-DS-0200	The system shall provide the ability to define fields that extend beyond system defined fields in tables.	
PR0-DS-0210	The system shall provide the ability to define the data type of a field, the length of the field, and provide a data definition for the field.	
PR0-DS-0220	The system shall provide the ability to define additional tables for use in the system.	
PR0-DS-0230	The system table designer shall provide the ability to define the fields in a record including the data type, data length and a data definition; the record key; and unique identifier for the new table.	
PR0-DS-0240	The system table designer shall provide the ability to incorporate foreign keys to existing tables when defining a new table.	
PR0-DS-0250	The system table designer will allow the user to establish one-to-one and one-to-many relationships with existing tables.	
	Maintain Alternate Key Type	
PR0-DS-0260	The system shall allow for the configuration and maintenance of alternate data to search the database, for example, the credentialed party's federal tax ID.	
0.3 Configure License Profiles (LP) System administrators or users who have been granted the permission shall be able to configure the profile for each credential type that is managed by TDCI. The profile includes the name of the type, associated metadata collected, supporting document types, inspection types, continuing education requirements, renewal requirements, workflow and assignment, transaction types and checklist items that are required to be collected or process to be followed for TDCI to manage a credential over time.		

ID	Requirement Description	Critical
	Renewal and Certificates	
PR0-LP-0010	The system shall allow for configuration that will specify the credential statuses that qualify for renewal for a credential type.	
PR0-LP-0020	The system shall allow for configuration of the number of days from renewal transaction expiration for a renewal reminder to be sent to the credentialed party.	
PR0-LP-0030	The system shall allow for the definition and format of credential certificates.	
	Maintain Entity Types	
PR0-LP-0040	The system shall allow for the creation, configuration, and maintenance of a list of individual or business type values, such as an LLC.	
	Maintain Client	
PR0-LP-0050	The system shall allow for the creation, configuration, and maintenance of a list of client values.	
PR0-LP-0060	At a minimum, the system shall have the following attributes for client definition: <ul style="list-style-type: none"> • Associated Credential Types • Parent Board • Division • Is the client active or inactive (has been sunset)? 	
PR0-LP-0070	The system shall not allow deletion of a client unless there are 0 records in all other system tables referring to the client.	
	Maintain Client Address	
PR0-LP-0080	The system shall allow for the creation, configuration, and maintenance of each Board's required address types.	
	Maintain Profession Control	
PR0-LP-0090	The system shall allow for the configuration and maintenance of control values associated with each credential type and/or each rank associated with a credential type.	
PR0-LP-0100	At a minimum, the system shall have the following attributes for credential and/or rank control value definition: <ul style="list-style-type: none"> • Lead Time • Assign credential date as the application approval date? • Credential date is the date the certificate is generated by the system? • Certificate date is a fixed day of the year? • Certificate date is various days of the month? <ul style="list-style-type: none"> ○ First day of month ○ Last day of month ○ Exact day of month • Minimum number of months before the initial credential expires • Minimum number of months before a renewed credential expires. 	
	Maintain Profession Number Control	

ID	Requirement Description	Critical
PR0-LP-0110	The system shall allow for the configuration and maintenance of the settings for each credential type for the assignment of numbers to credentials, inspections, files, certificates, and applications. TDCI shall be able to set the parameters for numbering.	
	Maintain Address Type	
PR0-LP-0120	The system shall allow for the configuration and maintenance of the settings for a list of address type values associated with each department, board and/or credential type.	
PR0-LP-0130	At a minimum, the system shall have the following attributes for Address Type definition: <ul style="list-style-type: none"> • Address Type Name • Address Type Required? • Street Number 1 Required? • Street Name 1 Required? • Street Number 2 Required? • Street Name 2 Required? • City Required? • State Required? • Zip Required? • Email Required? • Attention Line Required? • County Required? • Country Required? • Phone Required? 	
PR0-LP-0140	The system should utilize validation and verification tools to confirm addresses entered in the system	N
PR0-LP-0150	The system should utilize GIS coordinates to identify locations without a physical address	N
	Maintain Credential Status	
PR0-LP-0160	The system shall allow for the creation, configuration, and maintenance of credential status values.	
PR0-LP-0170	At a minimum the attributes associated with a credential status are: <ul style="list-style-type: none"> • Credential Type • Credential status Code • Description • Long Description • Usage • Trigger Period (months) • Issue a Certificate for a credential in this status? • Can a renewal transaction be opened for a credential in this status? • Web Access? • Show in Override List? 	
	Maintain Credential Secondary Status	
PR0-LP-0180	The system shall allow for the creation, configuration, and maintenance of Credential Secondary Status values.	
PR0-LP-0190	At a minimum, the attributes associated with a credential status are:	

ID	Requirement Description	Critical
	<ul style="list-style-type: none"> • Credential Type • Credential Secondary status Code • Description • Long Description • Usage 	
	Maintain Modifier Type	
PR0-LP-0200	The system shall allow for the creation, configuration, and maintenance of a list of modifier type values.	
PR0-LP-0210	<p>At a minimum the attributes associated with a modifier type are:</p> <ul style="list-style-type: none"> • Modifier type name • Can the modifier type be added during a transaction? • If so, the transaction type(s) • Add to the credential record after approval? 	
	Maintain Modifier	
PR0-LP-0220	The system shall allow for the creation, configuration, and maintenance of a list of modifier values.	
PR0-LP-0230	<p>At a minimum the attributes associated with a modifier are:</p> <ul style="list-style-type: none"> • Modifier Name • Modifier Type • Code • Description • Required? • Keep History? • How is the effective date assigned? <ul style="list-style-type: none"> ○ Date recorded ○ Exam results ○ Date attached to license • Display as a credential alert? 	
	Maintain Modifier Staff Security	
PR0-LP-0240	The system shall restrict the ability to assign modifiers on a credential to personnel with appropriate security permissions. The permissions are Add, Change, Delete and/or View.	
	Maintain Relation Type/Maintain Credential Relationship Part	
PR0-LP-0250	The system shall allow for the creation, configuration, and maintenance of relationships between credential types.	
PR0-LP-0260	The system shall allow the user to identify each side of the relationship by selecting the credential type, the credential status, credential secondary status and rank, called a credential part.	
PR0-LP-0270	The system shall allow the user to specify if the credential can be affiliated with itself.	
PR0-LP-0280	The system shall allow the user to specify the maximum number of relationships each credential part may have.	
PR0-LP-0290	The system shall allow the user to specify if a relationship is required for a credential part.	
	Maintain Related Status Definitions	

ID	Requirement Description	Critical
PR0-LP-0300	The system shall allow for the creation, configuration, and maintenance of dependent credential status with respect to parent credential status.	
PR0-LP-0310	The system shall allow the user to select a parent credential type and credential status; and specify the value of a dependent credential type credential status should the parent status change.	
	Maintain Contact Type	
PR0-LP-0320	The system shall allow for the creation, configuration, and maintenance of the list of method of communication values between applicants/credential professionals and the Regulatory Board office.	
	Maintain Country Code	
PR0-LP-0330	The system shall allow for the creation, configuration, and maintenance of a list of countries, including the United States and other distinct territorial bodies, nations, or political entities.	
PR0-LP-0340	The system shall collect at a minimum, the following attributes for a country: <ul style="list-style-type: none"> • Country Name • Country Code • Description 	
	Maintain City County Zip	
PR0-LP-0350	The system shall allow for the creation, configuration, and maintenance of a list of zip codes and the city and county associated with the zip code.	
PR0-LP-0360	The system shall collect, at a minimum, the following attributes for a zip code: <ul style="list-style-type: none"> • Zip Code • City • County Name • County Code • State • Description 	
	Maintain Document Types	
PR0-LP-0370	The system shall allow for the creation, configuration, and maintenance of a list of document type values used in categorizing the images catalogued.	
	Maintain Insurance Type	
PR0-LP-0380	The system shall allow for the creation, configuration, and maintenance of a list of insurance type values.	
	Maintain Credential Type - Insurance Type	
PR0-LP-0390	The system shall allow for the creation, configuration, and maintenance of the relationship of a credential type and/or rank to one or more insurance types.	
PR0-LP-0400	The system shall allow for collection of the following attributes for the relationship: <ul style="list-style-type: none"> • Credential Type • Credential Rank • Insurance Type • Is the insurance required? • Is an alert modifier displayed for lack of insurance? 	
	Maintain Electrical Provider	

ID	Requirement Description	Critical
PR0-LP-0410	The system shall allow for the creation, configuration, and maintenance of electrical providers for Fire Permitting.	
PR0-LP-0420	The system shall allow for collection of the following attributes for an electrical provider: <ul style="list-style-type: none"> • Provider's Name • Address • Phone • Email • City the provider is in • Status 	
	Maintain Valid Credentials	
PR0-LP-0430	The system shall allow for the creation, configuration, and maintenance of the parameters for a Valid Contractor Credential in Fire Permitting.	
PR0-LP-0440	The system shall allow for collection of the following attributes for valid contractor credential in Fire Permitting parameters: <ul style="list-style-type: none"> • Residential or Electrical Permit Type • Credential Type • Credential Name • Credential Status • Credential Modifiers • Credential Rank 	
PR0-LP-0450	The system shall allow for the creation, configuration, and maintenance of the parameters for any related credential within a transaction within a board (e.g., look up a Contractor's license within a transaction)	N
PR0-LP-0460	The system shall allow for the collection of the following attributes for a valid related credential within a board: <ul style="list-style-type: none"> • Transaction Type • Credential Type • Credential Name • Credential Status • Credential Modifiers • Credential Rank 	N
	Maintain Continuing Education (CE) Control	
PR0-LP-0470	The system shall allow for the creation, configuration, and maintenance of the parameters for continuing education requirements for each credential/rank type.	
PR0-LP-0480	The system shall allow for collection of the following attributes for Continuing Education Requirements: <ul style="list-style-type: none"> • The CE Requirement • Regular period during which the requirement must be met • Initial Period during which newly credentialed party must meet special requirements • Latency period for all credentialed parties to meet the requirement <ul style="list-style-type: none"> ○ Exception in months to latency period for newly credentialed parties • Time cycle for continuing education based on either 	

ID	Requirement Description	Critical
	<ul style="list-style-type: none"> ○ Credential expiration date ○ Original credentialed date ○ Rank effective date ○ Specific day of the calendar year. 	
	Maintain Fees and Fee Amounts	
PR0-LP-0490	The system shall allow for the creation, configuration, and maintenance of individual fee codes.	
PR0-LP-0500	<p>At a minimum, the system shall have the following attributes for Fee definition:</p> <ul style="list-style-type: none"> • Fee Amount • Sequence the fee should be applied in relation to other fees • Is the fee Fixed Rate or Variable? • SQL rules to determine the Fee Amount • Revenue Source Code of the Fee • Unique payment number • Payor • File number • Application number 	
0.4 Configure Education Profiles (ED) System administrators or users who have been granted the permission shall be able to configure the profiles associated with continuing education requirements associated with credentials.		
	Maintain Approved CE Provider	
PR0-ED-0010	The system shall allow for the creation, configuration, and maintenance of the list of continuing education providers.	
PR0-ED-0020	<p>The system shall allow for collection of the following attributes for a Continuing Education Provider:</p> <ul style="list-style-type: none"> • Name • Date Valid From • Date Valid To • Name of a Contact Person 	
	Maintain Approved CE Credit/ Maintain Approved CE Credit Use	
PR0-ED-0030	The system shall allow for the creation, configuration, and maintenance of the list of continuing education courses.	
PR0-ED-0040	<p>The system shall allow for collection of the following attributes at a minimum for a Continuing Education Course:</p> <ul style="list-style-type: none"> • Course Name • Course Description • Credit Hours • Approved Provider • Start Date • End Date 	
PR0-ED-0050	The system shall allow for the Continuing Education Course to be related to specific Continuing Education Requirements.	
	Maintain CE Requirement/ Maintain CE Requirement Use	
PR0-ED-0060	The system shall allow for the creation, configuration, and maintenance of the list of continuing education requirement categories for each regulatory board.	

ID	Requirement Description	Critical
PR0-ED-0070	The system shall allow the user to define the number of hours required for each requirement category for a credential type, rank and/or license modifier.	
	Maintain Exam, Part, and Section	
PR0-ED-0080	The system shall allow for the creation, configuration, and maintenance of the list of exams, including exams divided into separate parts.	
	Maintain Exam Site	
PR0-ED-0090	The system shall allow for the creation, configuration, and maintenance of the list of exam locations by credential type or at the department level.	
	Maintain Exam Provider/ Maintain Exam Part Provider	
PR0-ED-0100	The system shall allow for the creation, configuration, and maintenance of the list of exam providers.	
PR0-ED-0110	The system shall allow for collection of the following attributes at a minimum for an exam provider: <ul style="list-style-type: none"> • Board • Name of the provider • Valid from date • Valid to date 	
0.5 Configure License Processing Workflows and Assignment Queues (WF)		
System administrators or users who have been granted the permission shall be able to configure the processing steps that each credential should follow during its lifetime.		
	Maintain Work Queue Definition	
PR0-WF-0010	The system shall allow for the creation, configuration, and maintenance of Work Queues.	
	Maintain Staff Queue Workload	
PR0-WF-0020	The system shall allow for the creation, configuration, and maintenance of staff assignments to work queues.	
	Maintain Staff Workload	
PR0-WF-0030	For each staff member, the system shall allow for the creation, configuration, and maintenance of the number of workflow transactional objects that may be assigned to them.	
	Maintain Task Type Rule	
PR0-WF-0040	The system shall allow for the creation, configuration, and maintenance of SQL code that tests when certain criteria are met before items are assigned to staff.	
	Maintain Assignments	
PR0-WF-0050	The system shall allow the user with appropriate permissions to transfer the application to other users with appropriate permissions or a relevant queue.	
PR0-WF-0060	If a user releases the application without assigning to a new user, the application shall be assigned using the appropriate automatic workflow queues.	
0.6 Configure Batch Processes (BP)		
System administrators or users who have been granted permission shall be able to configure automated computer processing of several tasks (workflow) to a group of records meeting defined criteria, in non-stop, sequential order. A batch process may be initiated automatically based upon a schedule or it may be run when manually initiated by an individual.		
PR0-BP-0010	The system shall include the ability to define batch processes.	

ID	Requirement Description	Critical
PR0-BP-0020	The system shall allow the user to define batch processes using no or low-code techniques.	
PR0-BP-0030	The system shall allow the user to define the data criteria for records involved in a batch process.	
PR0-BP-0040	The system shall allow the user to define the workflow for a batch process.	
PR0-BP-0050	The system shall allow the user to define calculations with data in current field or fields to determine the records involved in a batch process.	
PR0-BP-0060	The system shall allow the user to define calculations using current data in a field or fields to affect workflow processing.	
PR0-BP-0070	The system shall allow the user to define calculations using current data in a field or fields to determine updated values affecting licenses.	
PR0-BP-0080	The system shall allow the user to specify a value for updates to a field during batch processing when conditions are met.	
PR0-BP-0090	If there is a list for a field to be updated during a batch process, the system shall allow the user to select a value from the list to be used during batch processing when conditions are met.	
PR0-BP-0100	The system shall allow the user to specify the time interval for a batch process to be started.	
PR0-BP-0110	The system shall allow the user to specify the time or times of day for a batch process to be started by the system.	
PR0-BP-0120	The system shall allow an authorized user to start a batch process manually.	
PR0-BP-0130	The system shall maintain a log of actions taken during the running of a batch process.	
PR0-BP-0140	The system shall provide descriptive error messages for actions that failed to properly execute during the batch process.	
PR0-BP-0150	The system shall generate reports detailing the results of a batch process operation.	
PR0-BP-0160	The system shall allow the user to specify one or more staff to receive batch process operation reports by email upon batch completion.	
PR0-BP-0170	The vendor shall provide monitoring of recurring batch jobs to ensure all jobs are completed successfully	
Current Batches		
The following requirements reflect current batch processes being used today. If the equivalent functionality is achieved in a different manner, that is acceptable.		
	Renewal Batch Process	
PR0-BP-0180	The system shall create a renewal transaction on the date that meets the lead day requirement of the credential type.	
PR0-BP-0190	The system shall update the credential expiration date of the credentialed party with the requisite amount of extension time for the credential type after the renewal transaction has been completed.	
PR0-BP-0200	The system shall generate a report specifying the credentials that were acted upon, the changes that	

ID	Requirement Description	Critical
	were made, and email the report to designated recipients.	
	Batch Letters Process	
PR0-BP-0210	The system shall generate letters to credentialed parties using the associated template when specific events in the credential type's lifecycle occur, such as when a transaction has been approved, denied, expired, initiated or at time for renewal.	
PR0-BP-0220	The system shall log the communication with the credentialed in the credentialed party's contact history and shall attach a PDF version of the letter to the credential.	
PR0-BP-0230	The system shall generate a report specifying what letters were sent to credentialed parties and email the report to the designated recipients.	
PR0-BP-0240	The system shall email letters for designated credential types.	
	Generate Credential Certificates	
PR0-BP-0250	The system shall issue the certificate associated with a credential type after the specified requirements have been met. The issued certificate must be in a format that can be printed by State of Tennessee Print Services and mailed by Postal Services.	
PR0-BP-0260	The system shall create a PDF of the certificate and attach it to the credentialed party's record.	
PR0-BP-0270	The system shall email certificates for designated credential types.	
PR0-BP-0280	The system shall generate a report specifying the credentials receiving a certificate and email the report to designated recipients.	
PR0-BP-0300	The system shall log the communication in the credentialed party's contact history and shall attach a PDF version of the certificate to the credential.	
	Set Expired Credentials to Delinquent	
PR0-BP-0310	The system shall set the credential status to "Expired-Grace" if the expiration date has passed but the current date is still within the grace period for renewal of the associated credential type.	
PR0-BP-0320	The system shall generate a report specifying the credentials whose status was updated to 'Expired-Grace,' the changes that were made, and email the report to designated recipients.	
	Transaction Expiration	
PR0-BP-0330	The system shall expire all non-renewal type transactions after the configured number of days after the transaction is opened.	
PR0-BP-0340	The system shall expire renewal transaction types based on the configured number of days after the credential expiration date.	
PR0-BP-0350	For expired renewal transaction types, the status of the associated credential will be set to 'Expired.'	
PR0-BP-0360	The system shall generate a report specifying the credentials that were acted upon, the transactions that	

ID	Requirement Description	Critical
	were expired, and email the report to designated recipients.	
	Suspend Expired Credentials	
PR0-BP-0370	For credentials with no open renewal transaction that have been fully credentialed and are still in statuses with active life cycles, the system shall allow the user to select a credential type and the new status and apply the new status to those credentials.	
PR0-BP-0380	The system shall generate a report specifying the credentials that were acted upon, the changes that were made, and email the report to designated recipients.	
	Approve Transactions	
PR0-BP-0390	The system shall set the transaction status to 'Approved' when all required checklist items of an open transaction have been satisfied.	
PR0-BP-0400	The system shall use the configuration values for actions associated with a credential type's transaction codes to make changes to credential data for approved transactions.	
PR0-BP-0410	The system shall generate a report specifying the credentials that were acted upon, the transaction that was approved, and email the report to the designated recipients.	
	Date Triggered Status Change	
PR0-BP-0420	The system shall change a credentialed party's status to the configured new status for that credential type when the current date minus the effective date of the current status equals or exceeds the trigger period of the current status.	
PR0-BP-0430	The system shall generate a report specifying which credentials statuses were changed, the changes that were made, and email the report to designated recipients.	
	Update Dependent Credential Status	
PR0-BP-0440	The system shall update dependent credential statuses to the selected status when the affiliated parent credential meets the given criteria, and the dependent credential meets the criteria.	
PR0-BP-0450	The system shall generate a report specifying the credentials with updated statuses, the changes that were made, and email the report to designated recipients.	
	Application Reminder	
PR0-BP-0460	The system shall generate letters to remind credentialed parties of their need to renew their credential when the configured number of days past credential expiration has passed or been exceeded, and the renewal transaction is still open.	
PR0-BP-0470	The system shall generate a specified number of reminder notices after the initial renewal notice.	
PR0-BP-0480	The system shall log the communication in the credentialed party's contact history and shall attach a PDF version of the reminder letter to the credential.	

ID	Requirement Description	Critical
PR0-BP-0490	The system shall email the reminder letter for designated credential type.	
PR0-BP-0500	The system shall utilize multi-modal communication for sending reminder letters, such as SMS, chat bot, online portal notice, and email.	N
PR0-BP-0510	The system shall generate a report specifying the credentialed parties that received a renewal reminder and email the report to designated recipients.	
	Generate Ad-Hoc letters	
PR0-BP-0520	The system shall allow entry of a custom SQL query to select credentialed parties meeting specific criteria, including credential status, credential type, rank, credential modifiers, and address.	
PR0-BP-0530	The system shall generate letters for the selected credentialed parties using a letter template. System administrators shall be able to configure letters to be either static or editable by the staff user.	
PR0-BP-0540	The system shall log the communication with the credentialed in the credentialed party's contact history and attach the letter PDF to the credential record.	
PR0-BP-0550	The system shall generate a report specifying the credentialed parties that received a letter and email the report to designated recipients.	
	Create Errors and Omissions (E&O) Suspensions	
PR0-BP-0560	The system shall, on a designated date, identify credential records of designated credential types without proof of current E&O insurance type with designated active credential statuses and change the credentialed party's status to suspended.	
PR0-BP-0570	The system shall add an alert to credentialed party's record to clarify that suspension occurred because of the absence of currently recorded E&O insurance coverage.	
PR0-BP-0580	The system shall generate a letter addressed to the credentialed party at their main address with the credential suspension information.	
PR0-BP-0590	The system shall generate a letter addressed to the credentialed party at their home address with the credential suspension information.	
PR0-BP-0600	The system shall email the suspension information to designated credential types.	
PR0-BP-0610	The system shall log the communication in the credentialed party's contact history and shall attach a PDF version of the letter to the credential.	
PR0-BP-0620	The system shall generate a letter addressed to the related credential of their firm at the firm's address with the suspension information.	
PR0-BP-0630	The system shall generate a report specifying the credentials suspended due to lack of E&O insurance, the changes that were made, and email the report to designated recipients.	
	E&O Suspensions Removal	
PR0-BP-0640	The system shall, on a designated schedule, identify credentialed parties previously suspended by lack of E&O insurance that now have current E&O insurance.	

ID	Requirement Description	Critical
PR0-BP-0650	The system shall identify those records that have been suspended less than a certain number of days and change the credential status to the status prior to the suspension and remove E&O suspension alert modifiers.	
PR0-BP-0660	The system shall identify those records that have been suspended more than a certain number of days, verify that they have an approved E&O Suspension Fee transaction, change the credential status to the status prior to the suspension and remove E&O suspension alert modifiers.	
PR0-BP-0670	The system shall generate a letter addressed to the credentialed party at their main address informing them of the current credential status.	
PR0-BP-0680	The system shall generate a letter addressed to the credentialed party at their home address informing them of the current credential status.	
PR0-BP-0690	The system shall generate a letter addressed to the related credential of their firm at the firm's address informing them of the current credential status.	
PR0-BP-0700	The system shall log the communication with the credentialed in the credentialed party's contact history and shall attach a PDF version of the letter to the credential.	
PR0-BP-0710	The system shall email the current credential status letter to designated credential types.	
PR0-BP-0720	The system shall generate a report specifying the credentials whose suspension was lifted due to getting E& O insurance, the changes that were made, and email the report to designated recipients.	
	Load Exam Scores	
PR0-BP-0730	The system shall upload exam score files received by TDCI staff, online portal submission, or API from exam vendors and store in the appropriate database fields associated with the proper credentialed party.	
PR0-BP-0740	At a minimum, the following attributes will be provided for exam scores: <ul style="list-style-type: none"> • Credentialed party's name • Credential type • Credential number • Exam and/or exam part taken • Exam date • Exam result <ul style="list-style-type: none"> ○ Pass/fail ○ Raw score 	
PR0-BP-0750	The system will make the exam score information visible and accessible to TDCI staff.	
PR0-BP-0760	The system shall generate a report specifying the credentials whose exam scores were received, the changes that were made, and email the report to designated recipients.	
	Load Insurance Records	
PR0-BP-0770	The system shall upload the insurance record files received by TDCI staff, online portal submission, or	

ID	Requirement Description	Critical
	API and store in the appropriate database fields, associated with the proper credentialed party.	
PR0-BP-0780	At a minimum, the following attributes will be provided for insurance record files: <ul style="list-style-type: none"> • Credentialed party's name • Credential type • Credential Number • Insurance type • Policy Number • Policy amount • Policy effective date • Policy end date 	
PR0-BP-0790	The system will make the insurance record information visible and accessible to TDCI staff.	
PR0-BP-0800	The system shall generate a report specifying the credentials for which insurance information was received, the changes that were made, and email the report to designated recipients.	
	Change to Insurance Alert Modifiers	
PR0-BP-0810	The system shall run a process to determine the expiration date of the insurance policy associated with a license.	
PR0-BP-0820	The system shall remove a 'lack of insurance alert modifier' from a license if the associated policy expiration date is in the future.	
PR0-BP-0830	The system shall add a 'lack of insurance alert modifier' to a credential if the associated policy expiration date is in the past and there is no 'lack of insurance alert modifier' on the credential.	
PR0-BP-0840	The system shall generate a report specifying the credentials whose insurance alert modifier was acted upon, the changes that were made, and email the report to designated recipients.	
	Generate Monthly Inspector Billing	
PR0-BP-0850	The system shall calculate the fees owed its residential and electrical permit inspectors for completed inspections.	
PR0-BP-0860	The system shall provide a 'report only' mode to allow the State to review the information.	
PR0-BP-0870	The system shall allow the State to commit the transactions that mark individual inspections as having been paid after review.	
PR0-BP-0880	The system shall provide an 'Update Mode' to compile the billing and mark the individual inspections as paid.	
PR0-BP-0890	The system shall generate a report specifying the credentials that were acted upon, the information for that month, and email the report to the designated recipients.	
PR0-BP-0900	The system shall organize the report such that it features all active inspectors, sorted alphabetically. For each inspector each inspection they performed with the inspection cost shall be detailed followed by a total amount for each inspector.	
	Issuing Agent Fees Owed by State Report	

ID	Requirement Description	Critical
PR0-BP-0910	The system shall identify closed transactions associated with Credential Types 'Residential Building Permits,' 'THDA Permits' and 'Electrical Permits' that were paid for electronically and provide the Agent fees for each transaction.	
PR0-BP-0920	The system shall identify any closed transaction associated with Credential Types 'Residential Building Permits,' 'THDA Permits' and 'Electrical Permits' submitted by an Issuing Agent that were paid by the permit owner in cash and provide the Agent fees for each transaction.	
PR0-BP-0930	The system shall generate a report, grouping by Issuing Agent, listing each transaction associated with the issuing agent and totaling the transactions for the issuing agent.	
PR0-BP-0940	The system shall allow for configuration of the credential types included in this report.	
	Generate Insurance Filing Applications	
PR0-BP-0950	The system shall allow for the configuration of dates and statuses for the Annual Filing, Trustee Balance Confirmation Filing, Investment Schedules, Payroll and Financial Statements transaction creation for credentialed parties in the Division of Insurance.	
PR0-BP-0960	When a credential meets the configured date and status conditions, the system shall create 'Annual Filings,' 'Trustee Balance Confirmation Filings,' 'Investment Schedules,' 'Payroll and Financial Statements' transactions for credentialed parties in the Division of Insurance. This is to ensure the transaction is open and workable by the credentialed party only at the proper time	
PR0-BP-0970	The system shall generate a report specifying the credentials that were acted upon and email the report to designated recipients.	
	Cash Payments Month End Process	
PR0-BP-980	The system shall calculate fees received in cash by Issuing Agents (IA) that are owed to the State and compile them in a report when initiated by an authorized requester.	
PR0-BP-0990	The system shall generate a report specifying the fees received in cash by the Issuing Agents that are owed to the State and email the report to the designated recipients.	
	XML for Continuing Education Vendor – Complete List	
PR0-BP-1000	The system shall compile a complete listing of active continuing education providers and their courses in an XML format and send by SFTP to the State's chosen continuing education vendor.	
PR0-BP-1010	At a minimum, the following attributes will be provided for the XML file: Provider Information <ul style="list-style-type: none"> • Provider's name • Address • Contact person's name 	

ID	Requirement Description	Critical
	<ul style="list-style-type: none"> • Contact Person's email • Status • Credential number (unique identifier) • Effective date <p>Course(s) Associated with Provider</p> <ul style="list-style-type: none"> • Course description • Credential number (unique identifier) • Effective date • Expiration date • Delivery method • Course type • Subject area • Credit hours 	
PR0-BP-1020	The system shall generate a report specifying all active continuing education providers and their courses and email the report to designated recipients.	
	Update XML for Continuing Education Vendor	
PR0-BP-1030	The system shall provide updates made to the courses and providers data since the last complete file was created in an XML format. (When a change is made to key data in the tables pertaining to courses and providers, it is flagged so that it is included in future runs of this batch process.) The XML file is delivered by SFTP to the State's chosen continuing education vendor.	
PR0-BP-1040	<p>At a minimum, the following attributes for flagged records that changed will be provided for the XML file:</p> <p>Provider Information</p> <ul style="list-style-type: none"> • Provider's name • Address • Contact person's name • Contact Person's email • Status • Credential number (unique identifier) • Effective date <p>Course(s) Associated with Provider</p> <ul style="list-style-type: none"> • Course description • Credential number (unique identifier) • Effective date • Expiration date • Delivery method • Course type • Subject area • Credit hours 	
PR0-BP-1050	The system shall generate a report specifying the changes that were made to the courses and providers and email the report to designated recipients.	
	Load Continuing Education (CE) History	
PR0-BP-1060	The system shall upload CE History files containing course description, course codes, course dates, as well as the credential type, file number and name of the credentialed party to the credential record.	

ID	Requirement Description	Critical
PR0-BP-1070	The system shall allow the upload of multiple records in one file.	
PR0-BP-1080	The system shall generate a report outlining successful uploads and those that failed with descriptive error messages and email the report to the designated recipients.	
	Process Department of Revenue (DOR) File	
PR0-BP-1090	The system shall import the content of a 'CandI Delinquent Professionals' file when it is received from the Department of Revenue.	
PR0-BP-1100	If a credentialed party's name appears in the file, the system will place an alert on their credential record alerting staff to a 'Professional Privilege Tax' hold.	
PR0-BP-1110	If a credentialed party's name does not appear on the input file and they have a 'Professional Privilege Tax' hold alert associated with their credential record, the 'Professional Privilege Tax' hold alert is removed from the credential record.	
PR0-BP-1120	The system shall generate a report specifying the credentials where 'Professional Privilege Tax' hold alerts were added/removed, the changes that were made, and email the report to designated recipients.	
	Maintain Unique Identifiers	
PR0-BP-1130	If the system discovers that an individual or organization has multiple identifying records in the system, the system shall update the identifier field in transaction records associated with the duplicate identifier to the first instance of the unique identifier and delete the duplicate identifier record. This includes credential, application, complaint, and/or inspection records.	
PR0-BP-1140	The system shall generate a report specifying the duplicate credential record, the credential records updated, the changes that were made, and email the report to designated recipients.	
0.7 Configure Reports (RP)		
System administrators or users who have been granted the permission shall be able to develop reports using a report writer.		
PR0-RP-0010	Provide user-friendly report generator software with graphical user interface.	
PR0-RP-0020	Provide menu driven report creation.	
PR0-RP-0030	Allow updates to existing reports previously developed by users.	
PR0-RP-0040	Provide Report writer support for SQL (Structured Query Language).	
PR0-RP-0050	User can change report column names (<i>i.e.</i> , column heading names not actual data)	
PR0-RP-0060	User-defined tables shall be available to the report engine for creation of reports from the system.	
PR0-RP-0070	The system shall allow data to be optimized for reporting, which includes backend access to online analytical processing (OLAP) reporting or other agreed upon database. This data shall be updated at least daily from the transactional system.	

ID	Requirement Description	Critical
PR0-RP-0080	The system shall support the State's connection to a suite of tools that can query and conduct analysis on the data contained in the database.	
0.8 Configure Screens (SN) System administrators or users who have been granted the permission shall be able to maintain screens that are used to collect, search, process, or display information to users.		
PR0-SN-0010	The system shall have ability to modify screen layouts and flow with minimal or no programming effort.	
PR0-SN-0020	The system shall provide tools and ease-of-use features so that system administrator can tailor views of data for various system roles without vendor assistance.	
PR0-SN-0030	The system's graphical user interface shall comply with the Americans with Disability Act.	
PR0-SN-0040	User-defined tables shall be available to the screen designer for creation of screens that manage data.	
0.9 Configure Transactions (TX) System administrators or users who have been granted the permission shall be able to maintain the various types of transactions that are the building blocks of credentialing workflows.		
	Maintain Transaction Class	
PR0-TX-0010	The system shall allow for the creation, configuration, and maintenance of Transaction Class values.	
PR0-TX-0020	At a minimum, the system shall have the following attributes for a transaction class: <ul style="list-style-type: none"> • Transaction class name • Must a credential record exist before a transaction of this class can be used? • New expiration date given upon approval? • Define fees for the transaction • Define what late fees are based upon • Calculation for credential expiration date. 	
	Maintain Transaction Secondary Class	
PR0-TX-0030	The system shall allow for the creation, configuration, and maintenance of a Transaction Secondary Class within a defined Transaction Class.	
	Maintain Transaction Definition	
PR0-TX-0040	The system shall allow for the creation, configuration, and maintenance of a Transaction Definition.	
PR0-TX-0050	At a minimum, the system shall have the following attributes for a transaction definition: <ul style="list-style-type: none"> • Key elements that define how a transaction performs • Transaction class • Secondary class of transaction • Length of time until transaction expiration • Is an expiration date assigned? • Is a credential generated? • Should a specific modifier be added or removed upon approval? • Is an original credentialed date assigned upon approval? • Is a credential number assigned upon approval? 	

ID	Requirement Description	Critical
PR0-TX-0060	The system shall allow for the selection of specific letters that should be generated when various transaction events occur, such as transaction initiation, approval, expiration, and denial.	
PR0-TX-0070	The system shall allow for the configuration of status and rank requirements that must be met for the transaction to be used.	
PR0-TX-0080	The system shall allow for the configuration of status and rank changes that will occur when the transaction is approved, denied, or is expired.	
	Maintain Deficiency Reason Code	
PR0-TX-0090	The system shall allow for the creation, configuration, and maintenance of a list of Deficiency Reason Code values.	
PR0-TX-0100	At a minimum, the system shall have the following attributes for a deficiency reason code: <ul style="list-style-type: none"> Deficiency Reason Code Description of the reason 	
	Maintain Transaction Component	
PR0-TX-0110	The system shall allow for the creation, configuration, and maintenance of checklist items associated with a transaction component.	
PR0-TX-0120	The system shall allow for a checklist item to be associated with a transaction class within a credential type.	
PR0-TX-0130	The system shall allow for a checklist item to be associated with a specific transaction code.	
PR0-TX-0140	The system shall allow the checklist item to be flagged as 'Required.'	
PR0-TX-0150	The system shall allow the checklist item to be associated with credentials in specific ranks, statuses, related credentials, credential modifiers, and configurable rules.	
	Maintain Action Step Definition	
PR0-TX-0160	The system shall allow for the creation, configuration, and maintenance of a list of action step values.	
PR0-TX-0170	The system shall allow for the configuration of action steps associated with a transaction.	
PR0-TX-0180	The system shall track which user completed an action step during processing and the date and timestamp the action was completed.	
	Maintain User Alert Type Definition	
PR0-TX-0190	The system shall allow for the creation, configuration, and maintenance of a list of User Alert Type values.	
PR0-TX-0200	At a minimum, the attributes associated with an alert type shall be: <ul style="list-style-type: none"> Alert Type Name SQL code to pull user list to be notified Description of the Alert Type 	
0.10 Configure Checklist Items (CL) System administrators or users who have been granted the permission shall be able to maintain checklist items that are the individual actions that make up a transaction.		

ID	Requirement Description	Critical
PR0-CL-0010	The system shall allow for the creation, configuration, and maintenance of the checklist components and sub-components that make up a transaction.	
PR0-CL-0020	The system shall allow checklist components to be added at various levels, including transaction classifications, board codes, procession codes, transaction specific requirements, and/or any item within the transaction.	
PR0-CL-0030	The system shall allow for configuration to automatically clear checklist components and subcomponents	
PR0-CL-0040	The system shall allow for manual clearing of components and subcomponents.	
0.11 Configure Inspections/Enforcements (IE) System administrators or users who have been granted the permission shall be able to maintain information related to inspectors, inspections, and enforcements.		
	Maintain Inspection Class	
PR0-IE-0010	The system shall allow for the creation, configuration, and maintenance of the list of inspection class values.	
PR0-IE-0020	The system shall allow for collection of the following attributes at a minimum for an inspection class: <ul style="list-style-type: none"> • Department Level • Inspection class code, such as one letter • Description of class 	
	Maintain Inspector	
PR0-IE-0030	The system shall allow for the creation, configuration, and maintenance of the list of inspectors.	
PR0-IE-0040	The system shall allow for collection of the following attributes at a minimum for the board '80 – Permits – Electrical and Residential,' for inspectors: <ul style="list-style-type: none"> • Inspector name – from a drop-down list • Is Inspector Active? • Is Inspector Retired? • Payroll number • State Employee? • Contract Inspector? • Company Name • Company Address 	
PR0-IE-0050	The system shall allow for collection of the following attributes at a minimum for all other boards, the data for an inspector: <ul style="list-style-type: none"> • Inspector Name – From a drop-down list • Is Inspector Active? • Is Inspector Retired? 	
PR0-IE-0060	The system shall allow the user to relate a board to one or more inspectors using drop down lists.	
	Maintain Inspection Region	
PR0-IE-0070	The system shall allow for the creation, configuration, and maintenance of inspection regions by board.	
PR0-IE-0080	The system shall allow for collection of the following attributes at a minimum for an inspection region: <ul style="list-style-type: none"> • Board • Inspection Region 	

ID	Requirement Description	Critical
	Maintain Inspection Regulation/ Maintain Inspection Regulation Set/ Maintain Inspection Regulation Parts/ Maintain Inspection Regulation Sections	
PR0-IE-0090	The system shall allow for the creation, configuration, and maintenance of a list of Inspection Regulation values.	
PR0-IE-0100	The system shall allow for the creation, configuration, and maintenance of Inspection Regulation Sets.	
PR0-IE-0110	The system shall allow for the creation, configuration, and maintenance of Inspection Regulation Parts.	
PR0-IE-0120	The system shall allow for the creation, configuration, and maintenance of Inspection Regulation Sections.	
	Maintain Inspection Deficiency Type	
PR0-IE-0130	The system shall allow for the creation, configuration, and maintenance of the list of inspection deficiency type values.	
	Maintain Inspection Disposition	
PR0-IE-0140	The system shall allow for the creation, configuration, and maintenance of the list of inspection disposition values.	
	Maintain Inspection Discipline	
PR0-IE-0150	The system shall allow for the creation, configuration, and maintenance of the list of Inspection Discipline values.	
PR0-IE-0160	The system shall allow for collection of the following attributes at a minimum for an inspection discipline: <ul style="list-style-type: none"> • Division/Board • Credential Type • Inspection Discipline 	
	Maintain Inspector Inspection Region	
PR0-IE-0170	The system shall allow for the creation, configuration, and maintenance of the assignment of inspectors to specific inspection regions.	
PR0-IE-0180	The system shall allow for the creation, configuration, and maintenance of the assignment of inspectors to specific inspection types.	
PR0-IE-0190	The system shall allow for the definition of conflicts between the inspector and the inspection location and re-assign as necessary.	
	Maintain Inspector Inspection Discipline	
PR0-IE-0200	The system shall allow for the creation, configuration, and maintenance of the assignment of inspectors to specific discipline(s).	
	Maintain Inspection Type Definition	
PR0-IE-0210	The system shall allow for the creation, configuration, and maintenance of the list of Inspection Type values.	
PR0-IE-0220	The system shall allow for collection of the following attributes at a minimum for inspection type for the board '80 – Permits – Electrical and Residential,': <ul style="list-style-type: none"> • Inspection Class • Code • Description • Initial Inspector Rate 	

ID	Requirement Description	Critical
	<ul style="list-style-type: none"> Subsequent Inspector Rate Initial Inspector Fee Subsequent Inspector Fee 	
PR0-IE-0230	<p>The system shall allow for collection of the following attributes for inspection type at a minimum for all other boards:</p> <ul style="list-style-type: none"> Inspection class Code Description 	
	Maintain Inspection Visit Type Definition	
PR0-IE-0240	The system shall allow for the creation, configuration, and maintenance of the list of Inspection Visit Types.	
PR0-IE-0250	<p>The system shall allow for collection of the following attributes for inspection visit type at a minimum:</p> <ul style="list-style-type: none"> Visit Type Discipline Form Type Visit Type Definition 	
	Maintain Inspection Form Type	
PR0-IE-0260	The system shall allow for the creation, configuration, and maintenance of the list of Inspection Form Type values.	
	Maintain Inspection Secondary Class	
PR0-IE-0270	The system shall allow for the creation, configuration, and maintenance of the list of Secondary Inspection Class values.	
	Maintain Inspection Note Types	
PR0-IE-0280	The system shall allow for the creation, configuration, and maintenance of the list of Inspection Note Type values.	
	Maintain Periodic Inspection Control	
PR0-IE-0290	The system shall allow for the creation, configuration, and maintenance of the minimum total number of inspections to be performed per year for each credential type/inspection type combination.	
	Maintain Inspection Result Type	
PR0-IE-0300	The system shall allow for the creation, configuration, and maintenance of the list of Inspection Result Type values.	
	Maintain Residential Inspector Fees	
PR0-IE-0310	The system shall allow for the creation, configuration, and maintenance of the formula used to calculate the residential inspector rates based on construction costs.	
PR0-IE-0320	The system shall allow for a fee to be a flat fee regardless of construction cost.	
PR0-IE-0330	The system shall allow for an inspection fee to be related to a minimum construction cost, maximum construction cost or a range of construction costs.	
	Maintain Enforcement Code	
PR0-IE-0340	The system shall allow for the creation, configuration, and maintenance of the list of enforcement code values and their description.	
	Maintain Violation Type	

ID	Requirement Description	Critical
PR0-IE-0350	The system shall allow for the creation, configuration, and maintenance of the list of violation type values associated with a board.	
PR0-IE-0360	The system shall allow for collection of the following attributes at a minimum: <ul style="list-style-type: none"> • Board • Code • Description 	
	Maintain Enforcement Discipline Type	
PR0-IE-0370	The system shall allow for the creation, configuration, and maintenance of the list of Enforcement Discipline values.	
	Maintain Complaint Text Type	
PR0-IE-0380	The system shall allow for the creation, configuration, and maintenance of the list of Complaint Text Type values.	
	Maintain Allegation Type	
PR0-IE-0390	The system shall allow for the creation, configuration, and maintenance of the list of Allegation Type values.	
	Maintain Complaint Activity Type	
PR0-IE-0400	The system shall allow for the creation, configuration, and maintenance of the list of Complaint Activity Type values.	
	Compliance Order Type Maintenance	
PR0-IE-0410	The system shall allow for the creation, configuration, and maintenance of the list of Compliance Order Types values.	
	Maintain Enforcement Staff Control	
PR0-IE-0420	The system shall allow for the creation, configuration, and maintenance of Enforcement Staff.	
PR0-IE-0430	At a minimum, the attributes associated with enforcement staff shall be: <ul style="list-style-type: none"> • Board • Case Type • Enforcement Region associated with the board 	
	Maintain Complaint Status	
PR0-IE-0440	The system shall allow for the creation, configuration, and maintenance of the list of Complaint Status values.	
	Maintain Involved Party Type	
PR0-IE-0450	The system shall allow for the creation, configuration, and maintenance of the list of Involved Party Type values.	
	Maintain Next Complaint Number	
PR0-IE-0460	The system shall maintain the next complaint number for each case type, as well as any prefixes or postfixes to those numbers.	
	Maintain Complaint Enforcement Region	
PR0-IE-0470	The system shall allow for the creation, configuration, and maintenance of the list of Complaint Enforcement Region Values.	
	Maintain Enforcement Case Type	

ID	Requirement Description	Critical
PR0-IE-0480	The system shall allow for the creation, configuration, and maintenance of the list of Enforcement Case Type Values.	
0.12 Configure Accounting Information (CA) The system shall allow administrators or those with sufficient permissions to maintain information associated with accounting/financial processing of fees and monetary transactions relating to the credentialing processes.		
	Maintain Department Cash Control	
PR0-CA-0010	The system shall allow for configuration settings necessary to the department's cash process.	
PR0-CA-0020	The system shall allow for the configuration of defining the fiscal year.	
PR0-CA-0030	The system shall allow for the accounting type names to enable system communication with the State of TN enterprise financial systems for credit card transactions and cash/check transactions, respectively.	
	Maintain Board Cash Control	
PR0-CA-0040	The system shall allow for configuring how batch numbers, validations numbers and deposit numbers are assigned, either automatically or manually for each board.	
	Maintain Cash Number Control	
PR0-CA-0050	The system shall assign sequential numbers to batch numbers, validation numbers, and deposit numbers configured to be assigned automatically for each fiscal year.	
	Maintain Accounting Codes	
PR0-CA-0060	The system shall allow for the configuration of accounting codes each fiscal year.	
PR0-CA-0070	The system shall allow for the association of accounting codes to accounting type names for each board for account functions.	
	Maintain Tax Type	
PR0-CA-0080	The system shall allow the definition of how the Tax Number field is used, for example, SSN or FEIN.	
	Maintain Expenditure Category/ Maintain Expenditure Type	
PR0-CA-0090	The system shall allow for the creation, configuration, and maintenance of the list of Expenditure Category values.	
PR0-CA-0100	The system shall allow for the creation, configuration, and maintenance of the list of Expenditure Type values.	
	Insufficient Funds and Disputed Credit Card Payments	
PR0-CA-0110	The system shall allow for identifying and collecting insufficient payments, including errors for insufficient funds, or is otherwise declined, disputed, or invalid.	
PR0-CA-0120	The system shall allow for collecting fees associated with the insufficient payment, including collection of the original fee and processing or penalty fees.	

ID	Requirement Description	Critical
PR0-CA-0130	The system shall allow staff to generate a letter notifying the applicant of the insufficient payment and the remedy for correction.	
PR0-CA-0140	The system shall maintain record of the insufficient payment and the collected payment.	
PR0-CA-0150	The system shall flag credential record and/or application record when the insufficient payment is identified.	
PR0-CA-0160	The system shall remove the flag on the credential and/or application record when all fees, including processing and penalty fees, are made.	
	Refunds	
PR0-CA-0180	The system shall allow for configuration and management of payment refunds	
0.13 Configure Letter Templates (LT)		
The system shall allow administrators or those with sufficient permissions to maintain letter templates.		
	Maintain Letter Templates /Maintain Letter Master	
PR0-LT-0010	The system shall allow for the creation, configuration, and maintenance of system generated letters.	
	Maintain Letter Group/ Maintain Letter Purpose	
PR0-LT-0020	The system shall allow for the creation, configuration, and maintenance of the list of Letter Group values that define the area of the system the letter is written from.	
PR0-LT-0030	The system shall allow for the creation, configuration, and maintenance of the list of Letter Purpose values that define the general function of a letter template.	
	Maintain Letter SQL Views	
PR0-LT-0040	The system shall allow for the creation, configuration, and maintenance of custom SQL views to pull data from tables for insertion into specific parts of a system generated letter.	
PR0-LT-0050	The system shall allow for the ability when configuring letter templates to insert data from specific fields from Letter SQL Views.	
	Maintain Canned Text	
PR0-LT-0060	The system shall allow for the creation, configuration, and maintenance of a list of 'Canned Text' values that can be selected by staff when configuring letter templates.	
	Maintain Letter Header	
PR0-LT-0070	The system shall allow for the creation, configuration, and maintenance of a list of Custom Letter Headers and/or Footers.	
PR0-LT-0080	The system shall allow for the ability when configuring letter headers and/or footers to insert data from specific fields from Letter SQL Views.	
	Letter View Relation Dependencies	
PR0-LT-0090	For specially configured relationships, when generating a letter and inserting the proper letter view, if the credentialed party is currently a child of a parent credential, the system shall use the address associated with the parent credential.	
0.14 General System Configurations (GS)		

ID	Requirement Description	Critical
The system shall allow system administrators or those with sufficient permissions to manage configuration settings.		
	Maintain SQL Rule	
PR0-GS-0010	The system shall allow for the creation, configuration, and maintenance of SQL statements that govern the behavior of fees and checklist components.	
	Maintain System Parameters	
PR0-GS-0020	The system shall allow for the configuration of system parameters that configure basic application parameters, including but not limited to: <ul style="list-style-type: none"> On/Off Settings for sending emails System Date Formats Export Limits 	

Process 1 – Intake Form and Documents (PR1)

The system shall provide the ability to obtain required information from an entity that needs an authorization (credential or permit). An example is name and address, etc. Additional documentation may be required to provide more specific information. In some cases, fee collection and payment processing may be required.

ID	Requirement Description	Critical
1.1 Fill out Form On-Line (OL)		
The system shall provide a configured screen that prompts the entity for the required information necessary to determine the applicant's qualifications seeking an authorization. Depending on the complexity, this may be a single screen, or the user may be led through a series of screens to gather the data.		
PR1-OL-0010	The screen or screens shall be mobile responsive and automatically scale to the device in use.	
1.2 Upload Required Documents (UL)		
A requirement for an authorization may be documentation that supports/validates information entered in the form. An example may be a copy of an individual's driver's license or social security card. For a business, it may be the business charter.		
PR1-UL-0010	When configured, as part of the intake process, the system shall provide an applicant with the ability click a link that allows them to browse to the document for submittal.	
PR1-UL-0020	The system shall provide applicant with the ability to drag and drop documents for submission.	
PR1-UL-0030	The applicant shall be able to add descriptive text/explanation about the document.	
PR1-UL-0040	The system shall provide a list of document types that can categorize the document provided, e.g., driver's license.	
PR1-UL-0050	The system shall allow configuration of required and optional documents.	
PR1-UL-0060	If multiple documents are required, the system shall allow the applicant to upload multiple documents, provide description for each and choose the document type for each document uploaded.	
PR1-UL-0070	There should be the ability for the user to open the document after upload so they can verify the files uploaded.	
PR1-UL-0080	The applicant shall have ability to remove from the form any document that they uploaded.	
PR1-UL-0090	The system shall utilize document artificial intelligence machine learning to ensure documents meet the requirement	N
1.3 Form Processing Fee (FE)		

ID	Requirement Description	Critical
PR1-FE-0010	The system shall allow for the collection of a form processing fee during the intake process.	
1.4 Collect Fee (CF)		
The system shall prompt the entity to provide payment information.		
PR1-CF-0010	The system shall provide the ability to collect fees by collecting credit card, e-check, and/or ACH information.	
PR1-CF-0020	The system shall provide the ability to interface with the State's credit card processing partner.	
PR1-CF-0030	The system shall provide a confirmation email to the applicant that their fee has been received.	
PR1-CF-0040	The system shall provide an interface to allow TDCI personnel to record payment by check or cash.	
PR1-CF-0050	The system shall interface with the State's payment management vendor to process a payment by check.	
PR0-CF-0060	The system shall generate a printed receipt with an ID number to be provided to the applicant upon payment.	
1.5 Auto Verification (VF)		
The system shall provide the ability to verify that all required application data has been supplied by the applicant.		
PR1-VF-0010	The system will verify that all required data fields have been completed.	
PR1-VF-0020	The system shall verify that all required documents have been uploaded.	
PR1-VF-0030	If data or documents are missing, the system shall inform the applicant and prompt them for the missing information.	
PR1-VF-0040	The system shall verify that the application data meets data format requirements, e.g., state abbreviation is letters, no numbers.	
1.6 Sign Form (SG)		
The applicant shall be asked to electronically sign the form attesting that the information is complete and accurate.		
PR1-SG-0010	The system shall provide the ability to electronically sign the application.	
PR1-SG-0020	The electronic signature shall meet the state requirements for a legal signature.	
1.7 Form Summary (SM)		
The system shall provide the applicant with a summary of submitted information.		
PR1-SM-0010	The system shall provide a summary of information to the applicant via e-mail and/or a downloadable document in the online portal	
PR1-SM-0020	The summary shall include State's branding, including logo and legal disclaimers.	

Process 2 – Preliminary Review (PR2)

The system shall provide the ability for TDCI personnel to review submitted applications to validate that all required information and documents were provided.

ID	Requirement Description	Critical
2.1 Review Form for Completeness (RV)		
The reviewer shall have the ability to inspect the form and verify that the applicant has provided the necessary information.		
PR2-RV-0010	The system shall notify the appropriate TDCI personnel that an application has been submitted and it is ready for a preliminary review.	
PR2-RV-0020	A reviewer shall have the ability to inspect the submitted information to validate the required information has been provided.	
2.2 Review Uploaded Documents for Completeness (DO)		
The system shall provide preliminary reviewers with the ability to inspect documents that were submitted with an application.		

ID	Requirement Description	Critical
PR2-DO-0010	The system shall clearly show that documents have been submitted with an application.	
PR2-DO-0020	The system shall provide reviewers with the ability to open each document in a viewer to allow the reviewer to inspect the content of the document.	
PR2-DO-0030	The system shall utilize document artificial intelligence machine learning to ensure documents are accurate and complete	N
2.3 Mark Complete (CT)		
The reviewer determines that the application packet has the necessary information for the final reviews by granting authorities.		
PR2-CT-0010	The system shall provide the ability for a reviewer to mark that the application is complete and can be moved to the next stage of processing.	
PR2-CT-0020	The system shall provide the ability for a reviewer to mark that the application is incomplete.	
2.4 Send Notification Request for Additional Information (AD)		
The reviewer requires the ability to request additional information from the applicant.		
PR2-AD-0010	The system shall provide the ability for the reviewer to enter the inadequacies of the application.	
PR2-AD-0020	The system shall provide the ability to choose from a list of standard messages to prefill the message for the applicant.	
PR2-AD-0030	The system shall email the applicant with the reviewer's notations concerning their application.	
PR2-AD-0040	The system shall allow the reviewer to send multi-modal communication to the applicant (e.g., online portal messaging and SMS messaging)	N
PR2-AD-0050	The system shall mark the application as incomplete.	
PR2-AD-0060	The system shall allow the applicant to access their application materials and amend or supplement the existing information.	
2.5 Validate Data in External System (DA)		
Information has been entered into the form that needs to be validated in an external system for correctness.		
PR2-DA-0010	If the reviewer must perform the validation, the reviewer will set a flag in the system that the information provided by the entity does not match the information in the external system.	
PR2-DA-0020	If possible, the system shall be configured to interface with an external system to validate information provided in an application, e.g., using a Secretary of State Number to validate the existence of a business in TN.	
PR2-DA-0030	If possible, the system shall set a flag when the applicant's information does not match the authoritative system's information.	
PR2-DA-0040	If the reviewer must perform the check outside the system, the system shall allow the reviewer to set a when the applicant's information does not match the authoritative system's information.	
PR2-DA-0050	If possible, the system shall allow for integration of data from an external system to verify the information (e.g., API to collect examination results).	
2.6 Request Initial Inspection (IN)		
When the initial review is complete to the reviewer's satisfaction, a request for an inspection is created.		
PR2-IN-0010	The system shall create an inspection request in the inspection queue for an initial inspection to be performed.	
PR2-IN-0020	The system shall mark the application as inspection pending.	

Process 3 – Pre-Issuance Review(s) (PR3)

The system shall provide the ability to record the validations and comments of the final regulatory review(s) of the application and document information for approval for issuance. Examples may include legal review, completion of inspection, and board review.

ID	Requirement Description	Critical
3.1 Administrative Review of Form and Accompanying Documents (AR)		
The system shall provide the ability for staff to perform an administrative review of the submitted application.		
PR3-AR-0010	The system shall allow Administrators to review the content of the data in an application.	
PR3-AR-0020	The system shall clearly show that documents have been submitted with an application.	
PR3-AR-0030	The system shall provide Administrators with the ability to open each document in a viewer to allow them to review the content of the document.	
3.2 All Form materials in place (FM)		
The administrator will decide if there is sufficient information to decide about issuing a credential or permit.		
PR3-FM-0010	The system shall allow the administrator to flag their acceptance of the submitted application and document(s) with any notations they would like to make.	
PR3-FM-0020	The system shall allow the administrator to reject the submitted application and documents.	
PR3-FM-0030	The system shall allow the administrator to provide notes for their rejection of the application and documents.	
PR3-FM-0040	The system shall allow the administrator to select a message to send to the applicant.	
PR3-FM-0050	The system shall allow the administrator to enter a message to be sent to the applicant.	
PR3-FM-0060	The system shall email the applicant with information regarding rejection of application and documents.	
PR3-FM-0070	The system shall allow the reviewer to send multi-modal communication to the applicant (e.g., online portal messaging and SMS messaging) with rejection information.	N
PR3-FM-0080	The application will be marked incomplete.	
PR3-FM-0090	The system shall allow the applicant to access their application materials and amend or supplement the existing information.	
PR3-FM-0100	The system shall allow the reviewer to attach any document(s) to the application record.	
3.3 Inform Applicant of Problems to be Corrected (CD)		
The administrator has found an issue with the application and the applicant is informed.		
PR3-CD-0010	The system shall email the applicant with the administrator's notations concerning their application.	
PR3-CD-0020	The system shall allow the reviewer to send multi-modal communication to the applicant (e.g., online portal messaging and SMS messaging) with administrator's notations concerning their application.	
PR3-CD-0030	The system shall allow the reviewer to attach any document(s) to the application record.	
3.4 Credit Check/Financial Review (FI)		
The system routes the application for a financial review.		
PR3-FI-0010	The system shall have the ability to route the application to the individual responsible for carrying out a credit check/financial review of the applicant.	
PR3-FI-0020	The system shall provide the reviewer an area to enter their findings concerning the credit check/financial review of the applicant.	
PR3-FI-0030	The system shall provide the reviewer a place to approve the application.	
PR3-FI-0040	The system shall allow the reviewer to attach any document(s) to the application record.	

ID	Requirement Description	Critical
3.5 Education/Training Review (ET)		
The system shall provide the ability to collect the education/training review information.		
PR3-ET-0010	The system shall route the application to the person who is responsible for verifying an applicant's education/training information.	
PR3-ET-0020	The system shall provide the reviewer an area to enter their findings concerning the education/training credentials of the applicant.	
PR3-ET-0030	The system shall provide the reviewer a place to approve the application.	
PR3-ET-0040	When the required information exists in the applicant's account and the configuration allows it, the system may be triggered to automatically note that the applicant has met the education requirements and approve the education/training requirements of the applicant.	
PR3-ET-0050	The system shall allow the reviewer to attach any document(s) to the application record.	
3.6 Record Validated Data in External System (VA)		
The system shall provide the ability to record validation results from other systems about applicant information.		
PR3-VA-0010	The system shall allow the reviewer to set a flag when the applicant's information does not match the authoritative system's information.	
PR3-VA-0020	The system shall provide the reviewer a place to approve the application.	
PR3-VA-0030	The system shall provide the reviewer an area to enter their findings concerning the data validation of data on the application.	
PR3-VA-0040	The system shall allow the reviewer to attach any document(s) to the application record.	
PR3-VA-0050	If possible, the system shall allow for integration of data from an external system to verify the information (e.g., API to collect examination results).	
3.7 Legal Review (LR)		
The entity's submission is reviewed by a legal team.		
PR3-LR-0010	The system shall provide the reviewer a place to enter their findings concerning the legal review of the application.	
PR3-LR-0020	The system shall provide the reviewer a place to approve the application.	
PR3-LR-0030	The system shall allow the reviewer to attach any document(s) to the application record.	
3.8 Inspection Report Review (IR)		
As part of the process, the results from the inspection are reviewed.		
PR3-IR-0010	The system shall allow the reviewer to access the inspection information that is associated with the application.	
PR3-IR-0020	The system shall provide a place to enter the reviewer's findings about the inspection report.	
PR3-IR-0030	The system shall provide a place for the reviewer to approve the application.	
PR3-IR-0040	The system shall allow the reviewer to attach any document(s) to the application record.	
PR3-IR-0050	When the required information exists in the applicant's account and the configuration allows it, the system may be triggered to automatically note that the applicant has met the inspection requirements and approve the inspection requirements of the applicant.	
3.9 Board Review (BR)		
The board or commission goes through all or some of the form submission and investigations. There may even be a hearing held to discuss the authorization request.		

ID	Requirement Description	Critical
PR3-BR-0010	The system shall provide all the information associated with an application in such a fashion that board members are able to easily read all materials and evaluations that have been made about the application.	
PR3-BR-0020	The system shall provide a place to enter the board's findings about the application.	
PR3-BR-0030	The system shall provide a place to enter the results of a board hearing concerning an application.	
PR3-BR-0040	The system shall allow the board to attach any document(s) to the application record.	
3.10 Decision (DN) A decision is made as to whether the applicant will be awarded the requested authorization.		
PR3-DN-0010	The system shall provide a place to record the final decision concerning the outcome of the application.	
PR3-DN-0020	The system shall allow for assignment of application to the decision-maker.	
PR3-DN-0030	If configured to do so, the system may validate that all information has been provided that meets configuration parameters and may make the final determination for the application.	
PR3-DN-0040	The system shall allow TDCI to attach any document(s) to the application record.	

Process 4 – Credential Issuance (PR4)

The system shall provide the ability to create a credential/permit and inform the applicant of the outcome.

ID	Requirement Description	Critical
4.1 Approved (AP) Has the application and associated information met the Agency's requirements for receiving the authorization?		
PR4-AP-0010	The system shall utilize the checklist items to determine whether the applicant has met the criteria for issuance.	
PR4-AP-0020	If configured, the system shall allow for auto approval for issuance.	
4.2 Notify Entity of Award of Authorization (NO) The applicant receives notification that they have been awarded the authorization.		
PR4-NO-0010	The system shall notify the applicant that they have met the requirements for a credential/permit.	
PR4-NO-0020	If configured to do so, the system will attach a PDF file of the credential/permit to the approval notification.	
PR4-NO-0030	The system shall calculate the expiration date as per the rules associated with the credential type profile.	
4.3 Collect Fee (LF) The credential/permit fee is collected.		
PR4-LF-0010	The system shall calculate the fee that is due from the applicant for the privilege of having the credential/permit.	
PR4-LF-0020	The system shall notify the applicant of the amount due and provide information for making the payment.	
PR4-LF-0030	The system should behave as described in section 1.4 of these requirements to collect payment.	
4.4 Create Credential/Permit (LC) The authorization is created.		
PR4-LC-0010	Using the configured template, the system shall create the credential/permit that has been granted to the applicant.	
PR4-LC-0020	The system shall attach a PDF copy of the document to the credential record.	
PR4-LF-0030	The system may print the document.	

ID	Requirement Description	Critical
PR4-LF-0040	If configured, the system shall make the pdf copy accessible to the applicant in the online portal	
PR4-LF-0050	If configured, the system shall email or otherwise electronically send a copy of the document to the applicant.	
PR4-LF-0060	If configured, the system shall notify the applicant that they may link their document to their e-wallet using the MyTN application.	
4.5 Notify Entity of Denial of Authorization (ND)		
The entity did not meet the necessary requirements to receive an authorization.		
PR4-ND-0010	The system shall email the applicant the notification using a letter template.	
PR4-ND-0020	The system shall allow the administrator to alter the template as necessary.	
PR4-ND-0030	The system shall allow the administrator to enter the text for a letter.	
PR4-ND-0040	The system shall attach a PDF version of the letter to the application record.	
PR4-ND-0050	If configured, the system shall email or otherwise electronically send the applicant the letter concerning the denial of their application.	
4.6 Appeal Process (PC)		
The applicant believes that an error has been made and appeals the decision.		
PR4-PC-0010	The system shall allow and administrator to record appeal request from an applicant.	

Process 5 – Mobile Inspection (PR5)

The agency observes that an entity is meeting requirements set forth by regulation as the holder of a credential/permit. In instances when there is a lack of compliance, the agency may impose fines or issue corrective actions for the entity to take.

ID	Requirement Description	Critical
5.1 General Inspection Requirements (GR)		
PR5-GR-0010	The system shall sync to the back-office in real time.	
PR5-GR-0020	The system shall utilize a mobile interface on multiple devices.	
PR5-GR-0030	The system shall manage security requirements for employees and contracted vendors.	
PR5-GR-0040	Administrators can manage and configure changes to inspection reports.	
PR5-GR-0050	Administrators can manage and configure changes to inspection forms.	
PR5-GR-0060	The system shall allow for configuration of responsive forms based on responses to questions.	
PR5-GR-0070	The system shall be able to configure required responses to form questions.	
PR5-GR-0080	Administrators can sync and load statutes, rules, and regulations to the forms.	
PR5-GR-0090	The system shall interface with the National Fire Protection Association (NFPA) and International Code Council (ICC) to sync and load codes and standards to the forms.	N
5.2 Request Inspections (online portal) (RQ)		
PR5-RQ-0010	The system shall allow a requestor to request and purchase a permit based on configurable requirements.	
PR5-RQ-0020	The system shall allow a requestor with an open permit to request an inspection.	
PR5-RQ-0030	The system shall allow a requestor to validate the contractor selected on the permit and/or inspection using two-factor validation and credential lookup.	
PR5-RQ-0040	The system shall allow the requestor of the inspection to hold inspection and request at a future date if the requestor is not ready.	

ID	Requirement Description	Critical
PR5-RQ-0050	The system shall allow the requestor to request multiple inspection types on the same inspection date.	
PR5-RQ-0060	The system shall allow the requestor to add additional inspections on an existing, open permit.	
5.3 Schedule Inspection (Mobile Inspection Application) (SD)		
PR5-SD-0010	An inspection is requested, so the system adds an inspection request to the proper inspection queue.	
PR5-SD-0020	The system shall manage the scheduling of inspectors.	
PR5-SD-0030	The system shall create efficient routes for inspectors.	
PR5-SD-0040	The system uses GPS and GIS coordinates to create routes for inspectors	N
PR5-SD-0050	The system shall automatically generate periodic inspections for certain inspection types based on configured batch process.	
PR5-SD-0060	The system shall allow inspectors to reassign inspections to a different inspector via the mobile app.	
5.4 Perform Inspection (PF)		
PR5-PF-0010	The system shall generate the proper checklist for the type of inspection being performed.	
PR5-PF-0020	The inspector shall be able to fill out the checklist electronically while inspecting.	
PR5-PF-0030	The inspector shall be able to fill out the checklist electronically while off-line.	
PR5-PF-0040	The inspector shall be able to generate standard remarks based on responses to form questions.	
PR5-PF-0050	An inspector shall be able to collect a signature electronically	
PR5-PF-0060	An inspector shall be able to upload pictures, videos, and/or documents and attach to the inspection.	
PR5-PF-0070	An inspector shall be able to take a picture or video with their device and it will be automatically attached to the current inspection record.	
PR5-PF-0080	The inspector shall be able to print out the inspection checklist.	
PR5-PF-0090	The system shall display work notes and/or description of work provided by the requestor on the inspection form.	
5.5 Record Results (RR)		
PR5-RR-0010	The inspector shall be able to enter the inspection results into the system.	
PR5-RR-0020	The inspector shall have access to the results in the system to refine their report.	
PR5-RR-0030	The inspector shall be able to scan and attach the paper copy used during the inspection to the electronic inspection record.	
PR5-RR-0040	The system shall allow the inspector to validate and edit inspection results prior to completing the inspection.	
5.6 Review Results (RE)		
PR5-RE-0010	The system shall allow someone other than the inspector to review the results.	
PR5-RE-0020	The system shall allow the inspection reviewer to approve the inspection	
PR5-RE-0030	The system shall allow the inspection reviewer to create notes about the inspection and route to the inspector for clarification, etc.	
5.7 Issue Corrective Actions (CO)		
PR5-CO-0010	The system shall provide a list of potential corrective actions that an inspector may issue.	
PR5-CO-0020	The system shall allow the inspector to select a corrective action(s) during an inspection.	
PR5-CO-0030	The system shall allow the inspector to add notes about the corrective action(s).	

ID	Requirement Description	Critical
PR5-CO-0040	The system shall allow the inspector to print the corrective actions.	
PR5-CO-0050	The system shall allow the inspector to collect electronic signatures to acknowledge the corrective action.	
PR5-CO-0060	The system shall allow the inspector to enter information showing that the action was taken during the inspection and the entity is now in compliance.	
PR5-CO-0070	The system shall append corrective actions to the inspection record.	
5.8 Issue Violation (VI)		
PR5-VI-0010	The system shall allow the inspector to issue a violation.	
PR5-VI-0020	The system shall allow the inspector to collect an electronic signature to acknowledge the violation.	
PR5-VI-0030	The system shall allow the inspector to print the violation.	
5.9 Inspection Summary (IS)		
PR5-IS-0010	The system shall email a summary of the inspection, attachments, and inspection results to multiple users identified within the permit and/or inspection request.	
PR5-IS-0020	The system shall allow for configuration of template email and subject lines.	
5.10 Inspection Records (IR)		
PR5-IR-0010	The system shall maintain a relationship between permits based on construction location address.	N

Process 6 – Renewals (PR6)

The system locates credentials/permits that have expired or are about to expire and initiates the renewal process. – See also, Batch Processes – Renewal Batch Process in section **Process 0, 0.6 Configure Batch Processes (BP)**

ID	Requirement Description	Critical
6.1 Staff Renewal Notification(s) (NF)		
PR6-NF-0010	The system notifies the staff of authorizations that are nearing their expiration date.	
6.2 Entity Renewal Notification (EN)		
PR6-EN-0010	The system shall email entities when their authorization is nearing its expiration date and it is time to renew.	
PR6-EN-0020	The system shall create a letter using the configured letter template to mail an entity when their authorization needs to be renewed.	
PR6-EN-0030	The system shall allow for multi-modal communication to notify applicant when their authorization needs to be renewed.	N
6.3 Entity Review Existing Information; Make Necessary Corrections (EX)		
PR6-EX-0010	The entity holding the authorization begins the renewal process by accessing the existing information for their account and making any necessary corrections to bring the information up to date.	
PR6-EX-0020	The entity shall be able to see the current information the system has about them and their authorization.	
PR6-EX-0030	The entity shall be able to make corrections to their contact information either within the renewal or by a separate form required by the board.	
6.4 Obtain/Provide Continuing Education/Training Document(s) (CE)		
PR6-CE-0010	The entity shall be able to enter any new information that affects the renewal of their authorization.	
PR6-CE-0020	The system shall allow the entity to upload documentation concerning continuing education that affects the renewal process for their authorization.	
PR6-CE-0030	The system shall allow the entity to upload documentation concerning training that affects the renewal process for their authorization.	

ID	Requirement Description	Critical
PR6-CE-0040	The system shall allow for integration of data from an external system to verify the continuing education information (e.g., API to collect education completion).	
6.5 Follow Existing Processes (FP) To complete the renewal process, the system shall follow Process 3 Pre-Issuance Review and Process 4 Issuance.		
PR6-FP-0010	The system shall follow configured workflows for pre-issuance review and issuance of the credential.	

Process 7 – Annual Statements and Premium Tax, Year End Filings (PR7)

ID	Requirement Description	Critical
7.1 Entity Notification (EN)		
PR7-EN-0010	The system notifies the entity of the upcoming deadline. The notice shall be sent to all address types configured.	
7.2 Online Filing (OF)		
PR7-OF-0010	The system shall configure screens to include complex tables and charts.	
PR7-OF-0020	The system shall display existing information and allow the entity to make updates to that information.	
PR7-OF-0030	The system has the ability to view and download required form documentation.	
PR7-OF-0040	The system can upload required documents.	
PR7-OF-0050	The system can calculate a required fee based on input information.	
PR7-OF-0060	The system can collect financial information including financial statements, balance sheets, income statements, premiums, and losses.	
PR7-OF-0080	The system is able to collect documents from a third party and associate them to an entity's account (e.g., the CPA can file financial reports on behalf of the company).	N
7.3 Processing (PR)		
PR7-PR-0010	The system can collect financial information including financial statements, balance sheets, income statements, premiums, and losses.	
PR7-PR-0020	The system shall have the ability to sort and filter documents on the entity by fiscal year.	
PR7-PR-0030	The system shall allow users to generate and route documents for signature outside of the system.	N

Process 8 – Complaints (PR8)

The system allows the public to submit complaints against authorization holders and ensures that the proper process is followed to address a complaint.

ID	Requirement Description	Critical
8.1 Receive Complaint (RC)		
PR8-RC-0010	The system allows members of the public to enter complaint information into the system.	
PR8-RC-0020	The system allows members of the public to attach documentation, photos, and videos to the complaint.	
PR8-RC-0030	The system allows members of the public to look up respondent information and link a complaint to a credentialed individual or organization.	
PR8-RC-0040	The system allows authenticated users to track status of the complaint.	
PR8-RC-0050	The system allows TDCI staff members to enter complaint information into the system.	

ID	Requirement Description	Critical
PR8-RC-0060	The system shall allow configured parameters in the complaint to immediately notify staff that the complaint is a priority and should be immediately addressed.	
PR8-RC-0070	The system shall electronically transfer the complaint information to the designated TN department system when so routed.	
PR8-RC-0080	The system shall allow the reviewer to contact the respondent about the complaint.	
PR8-RC-0090	The system shall allow the reviewer to record the respondent's response and attach any document to the complaint record.	
PR8-RC-0100	The system shall allow the authenticated respondent to respond to the complaint via their online portal.	N
PR8-RC-0110	The system shall allow the authenticated respondent to track status of the complaint.	N
8.2 Preliminary Review of Complaint (PC)		
PR8-PC-0010	The system routes the complaint to a reviewer to determine the merit of the complaint.	
PR8-PC-0020	The system shall notify the complainant when the complaint has been closed out using a configured template and providing the reason(s) for closing out the complaint.	
PR8-PC-0030	The system shall allow the reviewer to code the complaint to route it to the division of TDCI that will continue investigating the allegation.	
PR8-PC-0040	The system shall allow the reviewer to route the complaint to another TN department for investigation.	
PR8-PC-0050	The system shall allow the reviewer to record additional clarifications to the complaint received from interaction with the complainant.	
PR8-PC-0060	The system shall allow the reviewer to close out the complaint if it lacks sufficient information to investigate.	
8.3 Investigate Complaint (IV)		
PR8-IV-0010	The system shall allow the reviewer to mark the complaint as high priority.	
PR8-IV-0020	The system shall allow the reviewer to remove the high priority designation.	
PR8-IV-0030	The system shall allow the reviewer to request an investigation.	
PR8-IV-0040	The system shall allow the reviewer to attach the Investigator's report to the complaint record.	
PR8-IV-0050	The system shall allow reviewer to update the complaint with the status of the investigation.	
8.4 Hold Hearing (HR)		
PR8-HR-0010	The system shall allow the complaint record to become the basis for a legal case.	
PR8-HR-0020	The system shall allow legal division staff to code the legal case with the status.	
PR8-HR-0030	The system shall allow the attorneys to append documents to the case record.	
PR8-HR-0040	The system shall allow the legal division staff to generate template documents and append them to the legal case.	N
PR8-HR-0050	The system shall allow the attorneys to update respondent information.	
PR8-HR-0060	The system shall allow the legal division staff to record pertinent contact information within the legal case.	N
PR8-HR-0070	The system shall allow the legal division staff to generate electronic or mail communication to the contacts of record and append the communication to the legal case.	N
PR8-HR-0080	The system shall allow the hearing outcome to be entered/appended to the case record.	

ID	Requirement Description	Critical
PR8-HR-0090	The system shall allow the case to be dispositioned.	
8.5 Legal Documentation and Notification of Final Disposition (OR)		
PR8-OR-0010	The system shall allow users to generate legal documentation representing the disposition of the case record.	
PR8-OR-0020	The system shall attach the final disposition document to the case and complaint records.	
PR8-OR-0030	The system shall allow legal staff to notify complaint reviewers and board staff of the final disposition.	
PR8-OR-0040	The system shall make the legal documentation available to authenticated respondent for review and signature in the online portal.	N
PR8-OR-0050	The system shall allow staff to notify complainant and respondent of final disposition via email and mail.	
PR8-OR-0060	If configured, the system shall update the credential record with disciplinary flags.	
8.6 Assess Penalty (PN)		
PR8-PN-0010	The system shall allow the user to enter any penalties to the system.	
PR8-PN-0020	The system shall allow the user to maintain the list of codes that relate to the types of penalties associated with the case.	
PR8-PN-0030	The system shall allow the authenticated respondent to pay penalties and other fees via their online portal.	N
8.7 Payment Plan (PP)		
PR8-PP-0010	The system shall allow for monetary penalties to be broken down into a series of smaller amounts.	
PR8-PP-0020	The system shall create a record for each payment.	
8.8 Collect Payment (CP)		
PR8-CP-0010	The system shall allow payments to be recorded in the system.	
PR8-CP-0020	The system shall notify users if payments are not made timely.	N
PR8-CP-0030	The system shall prevent renewal of a credential if payments are past due.	
8.9 Transition to Criminal Case (CI)		
PR8-CI-0010	The system shall allow the case to be marked as a criminal case.	
8.10 Revoke Authorization (RK)		
PR8-RK-0010	The system shall allow for a credential or permit to be revoked.	
8.11 Notify Staff of Revocation (NR)		
PR8-NR-0010	The system shall notify staff of the revocation of a credential or permit.	
8.12 Notify Entity of Revocation (ER)		
PR8-ER-0010	The system shall allow the user to prepare a notification of revocation for an entity using template(s) in the system.	
PR8-ER-0020	The system shall email the entity the revocation information.	
8.13 Public Record (PR)		
PR8-PR-0010	The system shall allow staff to mark an order as public record.	
PR8-PR-0020	The system shall display the public record order on the respondent's public search results.	
PR8-PR-0030	The system shall allow staff to mark the disposition as public record.	
PR8-PR-0040	The system shall display the public record disposition on the respondent's public search results.	

9.0 – Initial or Continuing Education (CE) and Exams (PR9)

The system allows TDCI staff to manage lists of courses and the receipt of course scores for credentialed parties.

ID	Requirement Description	Critical
9.1 Submit Education Credentials (SE)		

ID	Requirement Description	Critical
PR9-SE-0010	An education provider shall be allowed by the system to submit their credentials for approval.	
PR9-SE-0020	The system shall allow the provider to upload related document(s) for the review.	
PR9-SE-0030	The system shall allow a TDCI reviewer to review the submitted material.	
PR9-SE-0040	The system shall allow a TDCI reviewer to open any supporting documentation that is part of the submittal.	
9.2 Determine Approval/Denial (DE)		
PR9-DE-0010	The system shall allow a TDCI reviewer to enter a determination about the education provider and their education material.	
PR9-DE-0020	The system shall allow the reviewer to request supplemental information or documentation from the education provider.	
PR9-DE-0030	The system shall allow for the education provider to provide supplemental information or documentation.	
9.3 Include Education Information on TDCI Website (EW)		
PR9-EW-0010	The system shall allow the system to publish the provider information to the website.	
9.4 Notify Education Provider of Approval/Denial (EP)		
PR9-EP-0010	The system shall allow the reviewer to create a letter of approval or denial from a template.	
PR9-EP-0020	The system shall email the provider of the approval or denial.	
9.5 Exchange Information with Continuing Education Vendor (CB)		
PR9-CB-0010	The system shall allow for the exchange of information with the State's chosen continuing education vendor.	
9.6 Receive Education Scores from Providers (ES)		
PR9-ES-0010	The system shall provide a mechanism to upload scores for a number of students into the system from an authenticated provider.	

IV. Non-Functional Requirements

The following non-functional requirements describe system requirements related to operational capabilities and restraints.

Business Feature Requirement (BFR)

ID	Requirement Description	Critical
1.1 Back Office (BO)		
BFR-BO-0010	The system shall allow staff to produce individual letters to a credentialed party on demand.	
1.2 Public Facing (PU)		
BFR-PU-0010	Users who are not TDCI staff members and who wish to manage their credential and profile information online must have a user account within the system.	
BFR-PU-0020	When accessing the system, the user must sign-in to an existing account.	
BFR-PU-0030	A user must have the ability to create an account.	
BFR-PU-0040	A user must have the ability to associate one or more existing credentials to their account.	

BFR-PU-0050	The user must have the ability to locate one of their credentials by supplying their credential number and one other piece of identifying information.	
BFR-PU-0060	The user must have the ability to locate one of their credentials by providing identifying information. The user must be able to select the correct credential. The identifying information for a search shall be configured by the State.	
BFR-PU-0070	After successful log-in to the system, the user must have the ability to manage profile information associated with their account.	
BFR-PR-0080	After successful log-in to the system, the user must select the credential information that they wish to manage.	
BFR-PU-0090	Upon selection of a credential, the system should display the current information for the credential and any messages concerning actions that should be taken concerning that credential.	
BFR-PU-0100	After successful log-in to the system, the user must have the option of applying for a new credential. To do so, the user selects the board and the credential type managed by the board; then the system responds with a screen, or series of screens, that collect the pertinent information for the application.	
BFR-PU-0110	The user must be able to attach documents to their application.	
BFR-PU-0120	The system must allow document types for the following file extensions: txt, gif, jpeg, jpg, png, doc, docx, xlsx, rtf, heic/heif, and pdf.	

Data Requirements (DAR)

TDCI must manage the information for approximately 200 credential types and 2,200 transactions. The information includes organizations, people, credentials, application information for credentials, fees charged, and payments made for credentials, inspections, complaints, investigations, and legal case information. Importantly, the transactional/activity information needs to be captured to monitor and measure important metrics associated with the timeliness of transaction handling and audit trails of credential management by staff. By law, some of the credential information must be made available to the public.

ID	Requirement Description	Critical
DAR-0010	The system shall provide a framework for the data such that properties and values of data can affect system operation.	
DAR-0020	The data framework is assumed to consist of tables and attributes for essential credential management.	
DAR-0030	The system shall meet the requirements to safe-guard Personal Identifiable Information (PII).	
DAR-0040	The system shall have non-PII record keys (e.g., Social Security Number).	
DAR-0050	The system shall provide an automated transaction log.	
DAR-0060	The system shall provide the ability to journal transactions for a forward recovery.	
DAR-0070	The vendor shall provide assurance that all system data will be located within the United States of America.	
DAR-0080	The vendor shall provide data access by only State of TN approved personnel located within the United States of America.	
DAR-0090	The system shall use format masking based on State of TN requirements.	
DAR-0100	The system shall mask the characters of State of TN designated sensitive data.	
DAR-0110	The system shall provide the ability to export data to TDCI specified alternate formats.	

DAR-0120	The system shall provide the ability to export data to PC software applications.	
DAR-0130	During system operation, foreign keys in user-defined tables shall be properly populated to maintain relationships between records.	
DAR-0140	The system shall ensure that each unique identifier for an individual or organization has an associated main address.	
DAR-0150	The system shall use an individual's or organization's unique identifier throughout all credential records in all divisions of the department.	
	Interoperability and Integrations	
DAR-0160	The system shall provide the ability to integrate and share information with other applications with a well-defined Application Programming Interface (API).	
DAR-0170	The system shall integrate with the State's enterprise cashing system.	
DAR-0180	The system shall integrate with the State's enterprise payment management system.	
DAR-0190	The system shall allow for connections to a reporting database from state owned systems for the purpose of data retrieval through either SQL or REST API. This connection shall abide by State security policy.	
DAR-0200	The system shall integrate with the State's enterprise single sign on vendor for user access to the system.	
DAR-0210	The system shall allow secure file transfer protocols (SFTP) for well-defined data fields.	
DAR-0220	The system shall integrate with applications via SQL server reporting services (SSRS).	
DAR-0230	The system shall integrate with the State's chosen continuing education vendor to manage credentialed parties required to obtain continuing education. The interface shall, at a minimum, extract current credentialed party information, provide renewal expiration dates, current credential status, and add new credentialed parties or remove credentialed parties no longer required to obtain continuing education.	
DAR-0240	The system shall integrate with the State's chosen continuing education vendor to receive information regarding continuing education credits completed by credentialed parties. The interface shall, at minimum, receive credential information upon renewal to ensure compliance with continuing education requirements. The system shall flag whether the credentialed party is compliant, not compliant, or not found at the time of renewal.	
DAR-0250	The system shall integrate with the State's chosen continuing education vendor to manage accepted continuing education providers and courses.	
	Credential Field Definition Requirements	
DAR-0260	Lead Days – The number of days prior to credential expiration for a credentialed party holding that type of credential and/or credential rank to renew to their credential.	
DAR-0270	Extension Time – The number of days that is added to an expiration date when a credential type is renewed.	
DAR-0280	Form Letter – A standard letter to be sent to a credentialed party and associated with a credential status.	
DAR-0290	Email Certificate Flag – When true, the flag indicates that the credential is emailed to the licensee.	
DAR-0300	Grace Period - The number of days after the credential expiration date, and the date their credential status is changed to 'expired,' in which the credentialed party can still complete the renewal process.	
DAR-0310	Trigger Period - The number of days a credentialed party has been in a status.	

DAR-0320	Transaction Class – Used to categorize a group of transactions and to define functions for that group.	
DAR-0330	Transaction Secondary Class – Used to refine a transaction class into finer categories.	
	Relational Database and Documents	
DAR-0340	The system is capable of migrating data from a relational database management system as it relates to objects such as licenses, applications, complaints, and enforcement actions.	
DAR-0350	The system is able capable of storing migrated documents of formats such as but not limited to PDFs, MS office, video, and photo.	
DAR-0360	Migrated and new documents shall be able to be related back to the records they belong to.	

Performance Requirements (PER)

ID	Requirement Description	Critical
PER-0010	The system must be available 99.5%, except for scheduled maintenance as defined by TDCI.	
PER-0020	All web-client programs must be compatible with the most recent version of Microsoft Edge, Apple Safari, and Google Chrome browsers.	
PER-0030	The system shall provide the ability to withstand spikes in utilization and maintain peak performance.	
PER-0040	The system shall provide assurance that system searches will not degrade performance during high peak periods.	
PER-0050	Users shall have the ability to adjust screen and text size.	
PER-0060	The system shall use navigation in a consistent manner throughout the application.	
PER-0070	The system shall display common information with consistency throughout the application (e.g., addresses).	
PER-0080	The system shall provide a means to indicate remaining space for narrative fields.	
PER-0090	The system shall maximize the use of web page space without degrading the page performance.	
PER-0100	The system shall provide processing visual displays indicating that the system is in the process of responding to the user's request.	
PER-0110	The system shall prevent inadvertent multiple processing such as a user clicking a submit button twice.	
PER-0120	Application functionality can be accessed on mobile operating systems including iOS and Android.	
PER-0130	The system shall provide a browser neutral front-end.	
PER-0140	Provide keyboard shortcuts (e.g., Ctrl-C, Alt-F) or menu bypass functions for experienced users to quickly execute system functions.	
PER-0150	The system shall contain safeguards to reduce the risk of data loss when staff close the application.	
PER-0160	The vendor shall provide sufficient network bandwidth capacity to support peak demands.	
PER-0170	The vendor shall provide continuous performance monitoring of all aspects of the hosting services.	
PER-0180	The vendor shall provide proof of adherence to all hosting requirements.	
PER-0190	The vendor shall provide detailed reports of current bandwidth and bandwidth used in past 6 months.	
PER-0200	The vendor shall provide hosting reports on demand (including uptime, access, upgrades).	
PER-0210	The vendor shall provide all environments, software, and work products needed to implement and maintain the system.	

PER-0220	The vendor solution will be cloud-based.	
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Reports (REP)

ID	Requirement Description	Critical
REP-0010	Provide selection criteria for reports.	
REP-0020	Provide "equal to" selection criteria for reports.	
REP-0030	Provide "negative" selection criteria for reports. (e.g., select items not equal to).	
REP-0040	Provide "Boolean logic" selection criteria for reports (or, and, etc.).	
REP-0050	Provide "ranges" selection criteria for reports.	
REP-0060	Allow users to view report online.	

Security (SEC)

ID	Requirement Description	Critical
SEC-0010	The system shall provide security consistent with State of TN security policy located at https://www.tn.gov/finance/strategic-technology-solutions/strategic-technology-solutions/sts-security-policies.html .	
SEC-0020	The system shall provide a warning displayed at login regarding access to and use of State of TN systems.	
SEC-0030	The system shall provide layered security for the application.	
SEC-0040	The system shall provide encryption of sensitive data as defined by the State (passwords, etc.).	
SEC-0050	The system shall provide encryption of all transmitted sensitive data.	
SEC-0060	The system shall warn users when they are reaching the time out limit.	
SEC-0070	The system shall provide the ability to display password expiration prompts or send notifications before expiration.	
SEC-0080	The system shall provide the ability to enforce the changing of passwords on demand.	
SEC-0090	The system shall provide role-based access to specific screens.	
SEC-0100	The system shall provide role-based access to data fields.	
SEC-0110	The system shall provide role-based accessibility at the application module level.	
SEC-0120	Support an enterprise-wide single sign-on user authentication process that allows users to access all modules with one global user ID and password.	
SEC-0130	The system shall provide data access through Secure Socket Layers (SSL).	
SEC-0140	The system shall provide the ability to automatically suspend all access when a user is terminated.	
SEC-0150	Provide ability to prohibit unauthorized downloading of data.	
SEC-0160	The system shall provide secure remote access.	
SEC-0170	The vendor shall provide security of software, and network connections with hosting services.	
SEC-0180	The vendor shall provide periodic and emergency vulnerability scans.	

Audit Trail (ATR)

ID	Requirement Description	Critical
ATR-0010	Maintain audit trail of all users who have accessed or updated records, including date / time stamps and location of access.	
ATR-0020	The system shall provide the ability for authorized TDCI staff to view audit logs and security reports.	

ATR-0030	Maintain security audit trail of all unsuccessful system logons including user ID, date, and time.	
ATR-0040	Maintain security audit trail of all successful system logons including user ID, date, and time.	
ATR-0050	Maintain record access audit trail including user ID, transaction date and time, and ID(s) of record accessed.	
ATR-0060	The system shall provide audit trail of user activity, including before/after values from all updates.	
ATR-0070	The vendor shall provide disposal of all retired elements, including logs, configurations, and property files.	
ATR-0080	The vendor shall provide access to information regarding service-level (SLA) performance to State audit designee(s).	

Backup and recovery (BRR)

ID	Requirement Description	Critical
BRR-0010	The system shall have the ability for backup/recovery of data that adheres to State regulations.	
BRR-0020	The vendor shall provide regular backup of entire system based on requirements specified by TDCI.	
BRR-0030	The vendor shall provide disaster recovery and participate in annual restore and testing of disaster recovery exercises.	
BRR-0040	The vendor shall provide a redundant solution offering full business continuity.	
BRR-0050	The vendor shall provide/ensure off-site backup to State approved secure facility.	
BRR-0060	The vendor shall provide both a primary backup and a redundant backup of all programs and data at separate, secured, State-approved locations.	
BRR-0070	The vendor shall provide secure storage of all State databases, environments, and data backups.	

Date and Time Synchronization (DSR)

ID	Requirement Description	Critical
DSR-0010	The system must support multiple time zones.	
DSR-0020	The system must show time based on the physical location of the user, meaning, if a user is in the Eastern Time Zone, the time would be 2:30 PM. If another user is working at the same moment in Central Time Zone, the time would display as 1:30 PM.	

Testing and Training (TTR)

ID	Requirement Description	Critical
TTR-0010	The vendor shall create a Test Management Plan that describes the coordination, management, training, and levels of testing to be performed on the solution in accordance with existing testing plans for the system.	
TTR-0020	The vendor shall create a Defect Management Plan outlining how defects will be managed and gain TDCI approval.	
TTR-0030	The vendor shall perform component (unit) testing on the internal conditions of every module.	
TTR-0040	The vendor shall perform functional testing to ensure that specified functionality in the requirements is working properly.	

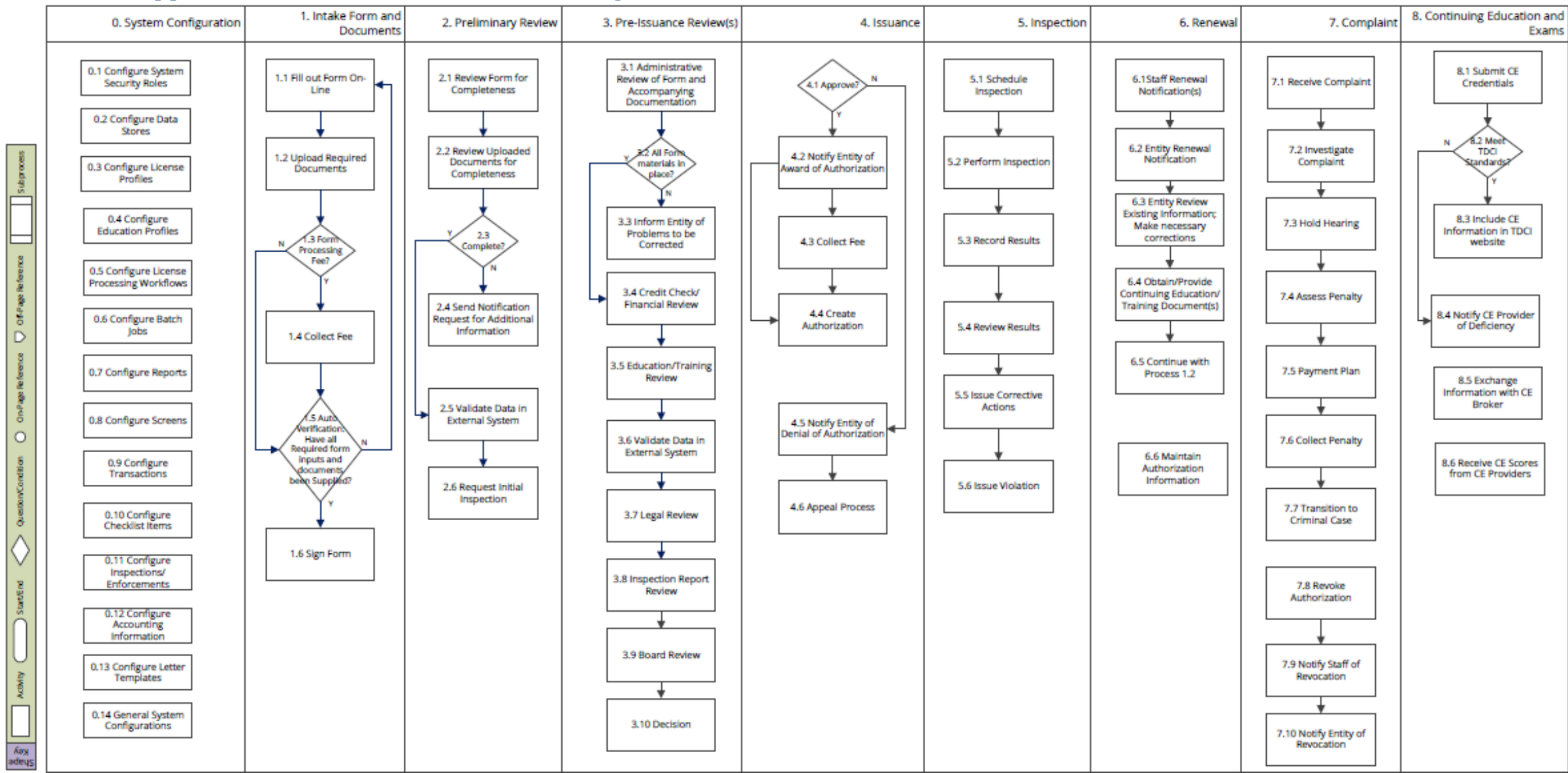
TTR-0050	The vendor shall perform integration testing to verify that components interact correctly.	
TTR-0060	The vendor shall perform system testing prior to User Acceptance Testing.	
TTR-0070	The vendor shall perform system testing to verify the application performs as expected in a production-like environment.	
TTR-0080	The vendor shall test the application to ensure validity with non-functional requirements.	
TTR-0090	The vendor shall coordinate with external entities to perform Interface testing.	
TTR-0100	The vendor shall assist the State with User Acceptance Test activities as agreed upon in the User Acceptance Test Plan.	
TTR-0110	The vendor shall develop test cases for each group of testing activities.	
TTR-0120	The vendor and State staff shall develop test cases and test scenarios in accordance with the agreed upon User Acceptance Test Plan.	
TTR-0130	The vendor shall provide system usage training to all staff involved in testing the solution prior to the commencement of testing activities.	
TTR-0140	The vendor shall update the requirements traceability information to include all test case references.	
TTR-0150	The vendor shall ensure that all requirements are tested.	
TTR-0160	The vendor shall document all test results by each type of test performed.	
TTR-0170	The vendor shall provide training materials online.	
TTR-0180	The vendor shall provide training materials that are business process and system usage specific to end-user job roles.	
TTR-0190	The system shall provide searchable training content.	
TTR-0200	The vendor shall provide training updates to be synchronized with application modifications.	
TTR-0210	The system shall provide online and/or computer-based training that is self-paced and module specific.	
TTR-0220	The vendor shall provide on-site training to users.	
TTR-0230	The vendor shall certify that the application was successfully tested on all State approved browsers.	
TTR-0240	The vendor shall provide quality assurance and testing of all system upgrades.	

Non-Functional Requirements (NFR)

ID	Requirement Description	Critical
NFR-0010	The system shall clearly explain error messages to the user.	
NFR-0020	The system shall provide the ability to generate a unique error message for each error.	
NFR-0030	The system shall provide the ability to clearly identify which fields are in error.	
NFR-0040	The system shall automatically inform the user when conflicting data, functions and/or processes occur.	
NFR-0050	The system shall contain a glossary that is viewable by all users.	
NFR-0060	The system shall contain a frequently asked questions section that is viewable by all users.	
NFR-0070	The system shall have window level online help.	
NFR-0080	The system shall have field level online help.	
NFR-0090	The system shall have the ability to maintain help.	
NFR-0100	The system shall have an index for access to online help.	
NFR-0110	The system shall have unique help messages for each unique feature.	

NFR-0120	The system shall provide help content that is consistent with the current release level.	
NFR-0130	The system shall provide the ability to print help documentation.	
NFR-0140	Provide complete set of user manuals for all software applications to document and explain system features and functions.	
NFR-0150	Provide technical documentation for support staff including system overviews, design, flowcharts, data dictionary, and file layouts.	
NFR-0160	The system shall include all system administration documentation both online and in printed form.	
NFR-0170	Provide access to any files in system (including working files, active files, and historical files).	
NFR-0180	The system must comply with State standards for architecture, except for approved exceptions.	
NFR-0190	The system shall reside on current versions of application servers and web servers based on state technology standards.	
NFR-0200	Any software upgrades will be backward compatible with existing interfaces.	
NFR-0210	Provide complete on-site support during transition.	
NFR-0220	The vendor shall provide maintenance and support of all daily operations of the system.	
NFR-0230	The vendor shall provide maintenance and support of all software components.	
NFR-0240	The vendor shall provide maintenance and support of all third-party products used in system delivery.	
NFR-0250	The vendor shall provide maintenance and support of all connectivity to the system.	
NFR-0260	The vendor shall provide bug fixes, enhancements, and upgrades for COTS/open-source products used.	
NFR-0270	The vendor shall provide state and federal regulatory changes included as part of maintenance costs.	
NFR-0280	The vendor shall provide installation of software/hardware patches/upgrade to protect information assets.	
NFR-0290	The vendor shall provide future software releases and updates to all system applications/modules as part of regular software maintenance fees.	
NFR-0300	The vendor shall provide coordination with State Information Technology staff to execute/monitor all production processes.	
NFR-0310	The vendor shall provide immediate notification to appropriate state staff as production problems arise.	
NFR-0320	The system shall include a means of system alerts and or email notifications to inform users of important system administration, operational or business-related information. The information can be sent to individual users, user groups or as a universal broadcast.	

v. Appendix A – Generalized License Management Process



RFP ATTACHMENT 6.7.**RFP # 33501-231005 *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
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF COMMERCE AND INSURANCE
AND
CONTRACTOR NAME**

This Contract, by and between the State of Tennessee, Department of Commerce and Insurance ("State") and **Contractor Legal Entity Name** ("Contractor"), is for the provision of licensing, enforcement, and inspection system for the Regulatory Boards, Insurance, and State Fire Marshal's Office ("SFMO"), 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. Definitions. For purposes of this Contract, definitions shall be as follows and as set forth in the Contract:
- a. "Application" – the computer code that supports and accomplishes the State's requirements as set forth in this Contract.
 - b. "Cloud System" – a network of remote servers hosted by the Contractor that provide on-demand access to computing resources such as storage, applications, and software.
 - c. "CORE" – Comprehensive Online Regulatory & Enforcement system, which is the legacy system used by the State.
 - d. "Credential" – any license, registration, certification, or permit issued by the State.
 - e. "Criminal Justice Information (CJI)" – means all of the FBI Criminal Justice Information Services provided data necessary for law enforcement agencies to perform their mission and enforce the laws, including but not limited to biometric, identity history, person, organization, property (when accompanied by any personally identifiable information), and case/incident history data. In addition, CJI refers to the FBI CJIS-provided data necessary for civil agencies to perform their mission; including, but not limited to data used to make hiring decisions.
 - f. "Criminal Justice Information Services (CJIS)" means the FBI division responsible for the collection, warehousing, and timely dissemination of relevant CJI to the FBI and to qualified law enforcement, criminal justice, civilian, academic, employment, and licensing agencies.
 - g. "Middleware" – software that connects different applications and systems together to provide a common platform for applications to communicate and share data. Connections for the System, to include but not limited to, enterprise resource planning "ERP" database services and storage, batch schedulers, application servers, end-to-end system monitoring, programming languages, enterprise application platforms, and development applications.
 - h. "System" – the entire solution provided by Contractor to execute licensing, enforcement, and inspections, as described in Section A. of this Contract. More specifically, the System is comprised of three parts:

- (1) "Back Office System" – software that provides licensing and enforcement functions for the State.
 - (2) "Online Portal System" – software that provides online, mobile-responsive license portal functions for the end-users.
 - (3) "Mobile Inspection System" – fully automated and integrated inspection solution, that is available offline for State inspectors, and is responsive to various mobile platforms.
- i. "State's Active Directory" – a hierarchical database that stores information about users, computers, applications, and other objects in the State's network. AD provides a central location for managing users and resources, and it helps to ensure that users have the appropriate access to resources.
- A.3. The Contractor shall provide all goods or services and deliverables as required, described, and detailed below for the transition from the existing CORE solution to the Contractor's System, and shall meet all service and delivery timelines as specified in this Contract, including, but not limited to the below tasks. These tasks shall be implemented based on the project plan provided by the Contractor and approved by the State and may be worked simultaneously. All Business Requirements of RFP Attachment 6.6 are hereby incorporated as part of the Scope of this Contract.

PHASE	DESCRIPTION	TIMELINE
1	Project Management Plan —Development and implementation of project plan, including whether the Contractor will follow a waterfall, agile, or combination project management method.	Contractor shall, no later than seven (7) days after the effective date of this Contract, provide the State with a project management template and begin development and implementation of project plan. The Project Management Plan shall be agreed to in writing by the Contractor and State no later than thirty (30) days after the effective date of this Contract.
2	Software Installation —Process of loading software files to a Cloud System and configuring them so that they can be used by the State.	Contractor shall, no later than sixty (60) days after the effective date of this Contract, install the State's System in a pre-production environment.
3	Data Conversion —Process of converting data from the legacy CORE system to the Contractor's System structure, into a single, integrated database. Conversion will involve delivery of a Gap Analysis Report that identifies any functional deficiencies and documents corrective actions.	No later than one hundred eighty (180) days after the effective date of this Contract, eighty percent (80%) of the State's legacy data will be converted and viewable in the State's System.
4	Document Migration —Process of moving electronic documents from one system, platform, or format to another, while preserving their integrity, accessibility, and metadata. Document migration can include system and manual conversion. If documents are manually converted, the Contractor shall provide a Gap Analysis Report that identifies any functional deficiencies and documents corrective actions.	No later than one hundred eighty (180) days after the effective date of this Contract, eighty percent (80%) of the State's documents will be migrated and viewable in the State's System.

5	Requirements Definition Document —Conducting joint Application design interviews with key users to introduce the concepts behind the system design, set expectations, and identify the type of information needed to initiate collection of such information for use case modeling. This will include review and documentation of legal and regulatory requirements and Application to each Credential or qualification area and will result in final documentation.	Contractor shall, no later than thirty (30) days after the effective date of this Contract, begin requirements gathering with identified State personnel. Requirements gathering shall be complete and documentation delivered no later than three hundred sixty-five (365) days after the effective date of this Contract.
6	Business Rule Conversion —Converting business rules to implement system conversion routines and effect a “full” service conversion, which may require system and manual efforts. Conversion will involve delivery of a Gap Analysis Report that identifies any functional deficiencies and documents corrective actions.	Contractor shall, no later than one hundred eighty (180) days after completion of requirements definition, complete business rule conversion in the State’s System.
7	System Configuration —Determination of technical environments to ensure that all components of the system are configured and integrated with business rules applicable to each Credential type qualification area. Configuration will involve delivery of a Gap Analysis Report that identifies any functional deficiencies and documents corrective actions.	Contractor shall, no later than twenty-four (24) months after execution of this Contract, complete system configuration in the State’s System.
8	Customization —Translation of customization requirements into detailed design documents for State approval and installation.	Contractor shall, no later than twenty-four (24) months after the effective date of this Contract, install customizations in the State’s System.
9	User Training and Documentation —Training of State trainers and system and Application administration staff to use the System effectively and efficiently. Work includes training of trainers, technical staff, and help desk personnel in the operation of the System.	Contractor shall commence user training and provide required documentation immediately following implementation of system configuration and customizations.
10	System Integration and Testing —Execution of pre-defined test scripts that represent State transactions and workflow processes.	Contractor shall commence system integration and testing immediately following implementation of system configuration and customizations.
11	User Acceptance Testing —Moving converted data into User Acceptance Testing environment to provide realistic scenarios and support User Acceptance Testing tasks.	No more than twenty-four (24) months after the effective date of this Contract, user acceptance testing shall be complete. The State shall have no less than three hundred sixty-five (365) days to completely test the system.

12	Production Data Migration —Final data conversion and migration to production database with minimal downtime of the legacy CORE system.	As agreed during the established go-live period.
13	Go-Live —On-site implementation of the new System.	No more than twenty-four (24) months after the effective date of this Contract, the System shall go-live and the State determines the implementation is acceptable.
14	Maintenance and Support of the production and pre-production System as described more fully in this Contract.	Maintenance and Support shall be provided for the term of this Contract beginning from the date of the State's written acceptance of go-live phase.

- A.4. The Contractor shall provide all license(s) and services required for delivery, installation, data conversion, document migration, implementation, configuration, integration, testing, training, modification, maintaining, and supporting the System as needed or required to support the boards, commissions, captive insurance, division of insurance non-insurers, fire permitting, inspection, and licensing, and regulatory functions of the State.
- A.5. System Enhancements. The Contractor shall ensure the System will be designed and implemented in such a manner to anticipate changes in legal, regulatory, or other requirements, including, but not limited to an increase or decrease in the number of users or professions regulated.
- A.6. Hosted Solution Requirements. The Contractor shall develop the SaaS hosted Cloud System requirements:
- a. Baseline Requirements. In addition to the requirements of Section E.3 of this Contract, the Cloud System shall meet the following requirements:
 - (1) The ability to access data for reporting, which includes backend access to an online analytical processing (OLAP) reporting or other agreed upon database used to analyze business data by those designated by the State. Designated users will be able to create and manage their own schema(s) and database objects in an OLAP or other agreed upon database.
 - (2) The Contractor and all data centers used by the Contractor to host State data, including those of all Subcontractors, must comply with the State's Enterprise Information Security Policies as amended periodically. The State's Enterprise Information Security Policies document is found at the following URL:
<https://www.tn.gov/finance/strategic-technology-solutions/strategic-technology-solutions/sts-security-policies.html>;
 - (3) Have a fully scalable, configurable, and customizable architecture designed to allow incremental changes in capacity and functionality; and
 - (4) Store System records in accordance with federal and state laws, rules, and regulations for Personal Identifiable Information, as set forth in Section E.11 below.
 - b. Description of Capabilities.
 - (1) Cloud Storage and Management System ("Cloud System"): The following requirements shall be met:
 - i. The Cloud System shall be role-based and rights-based according to the State designated personnel's job role;

- ii. The Cloud System shall integrate with the state's active directory for credential management;
 - iii. Browser-based Applications shall be able to operate on State-approved web browsers and support all subsequent versions;
 - iv. The Cloud System shall include audit information related to changes in the database, including timestamp and user associated with the change;
 - v. The Cloud System shall provide a method for purging data-based parameters and attachments as defined and requested by the State;
 - vi. The Cloud System shall support State's connection to a suite of tools that can query and conduct analysis on the data contained in the database; and
 - vii. The Cloud System shall meet all system, technical, organizational, administrative, and operational requirements of the State, including all licensure, examination and enforcement activities required, in accordance with the terms and conditions set forth herein.
- c. Hosting Services provided by the contractor, include:
- (1) Hardware. Contractor shall provide and maintain the cloud infrastructure for four (4) environments for the State: Production, User Acceptance Testing, Test, and Main.
 - (2) Environment. Contractor will designate which cloud service to host the solution. No State data will physically reside outside the US. Contractor will notify State of any change in hosting locations prior to any physical data center move.
 - (3) System Software. Licensing of core systems such as operating systems and databases are covered in the annual hosting support fee. Contractor will also manage the ongoing maintenance and upgrade of these packages.
 - (4) Database backup. Database and configuration data will be backed up to the cloud storage. Contractor will keep one (1) annual, thirteen (13) monthly, five (5) weekly, and eight (8) daily backups.
 - (5) Attachment file backup. Cloud servers must be backed up on multiple instances at the same time, to include at least one weekly full backup and one weekly incremental backup.
 - (6) Monitoring. Contractor shall monitor the hosted system and configure resources to ensure the system is running efficiently. The Cloud System shall use monitoring systems to provide high level of service performance and availability ensuring at least 99.5% availability. Contractor shall supplement these services with proactive monitoring through a variety of tools, including Middleware as necessary. Proactive monitoring shall include items for each service instance (CPU, disk, memory, critical services, and processes), each network instance (latency, dropped packets), and overall system performance (web test transactions that login and exercise application where applicable). Each item shall be monitored via automated and tool-assisted proactive methods 24/7/365. Frequency may depend on the significance of the item being monitored, with most items being set at a five (5) minute interval. The web test transactions shall be set to run every five (5) minutes. In the event an error is detected, designated State and Contractor personnel shall be notified automatically. The incident shall be logged via the Contractor's system, and remedial actions initiated during regular business hours.

- (7) Maintenance Process. Contractor shall install and manage patches and system updates through all State environments. Contractor will set maintenance windows per section A.14. below.
 - (8) Database & Application Server Management. Contractor is responsible for database availability, backup and restoration, optimization of performance of the system through indexing and caching, migration of data, configuration of load balancing as required, hardening of application servers, and other required database and application server management responsibilities.
 - (9) Manage Non-Production Environments. Contractor will overwrite the State's non-production environments with a clone the State's production environment upon State's request to provide a system that is as close to the production environment as possible for upgrade testing and user training. State personnel may authorize specific technical staff to have full database administrator (DBA) access to the non-production environments and may run their own non-production refresh process at any time.
 - (10) Applications. The following applications will be maintained in the Contractor hosted environment:
 - i. Back-office system
 - ii. Online portal system
 - iii. Mobile inspection system
 - (11) Installation Tasks. Contractor is responsible for the following installation tasks:
 - i. Install all Applications described in A.6.(c) (10) immediately above;
 - ii. Create/configure database instances;
 - iii. Create/configure Application server;
 - iv. Web server installation/configuration;
 - v. Set up VPN connectivity from State site to Cloud System;
 - vi. Operation system/network related installations. Contractor completes all operating system and network items;
 - vii. Procure Secure Sockets Layer (SSL) Certificate(s). Set up web server infrastructure for SSL, ensure SSL is working correctly;
 - viii. Web server installation/configuration. Install web server and configuration for website
 - ix. Application server installation/configuration/connectivity;
 - x. Configure Security Assertion Markup Language (SAML) single sign on such that it can authenticate through the State's cloud hosted authentication service and provide access to authorized users only; and
 - xi. Configure migration from legacy database to cloud service.
 - (12) Hosted Infrastructure. The Contractor shall provide the State with a hosted infrastructure diagram for review, modification, and approval.
- d. Hosting Support Hours. The hosted System shall be operational 24/7/365 and subject to the Service Level Agreements (SLAs) below. Hosting-related incidents discovered by the State may be reported to the designated Contractor staff during regular support hours. Contractor shall provide hosting support to the State via on-line interface or toll-free telephone number. Such support shall be available Monday through Friday, excluding State holidays, between the hours of 7:00 a.m. and 5:00 p.m. central time. The personnel

responding to these requests and providing this support shall be trained to enable them, in most cases, to address questions and solve problems themselves, without having to refer the questions elsewhere.

For hosting-related production system emergencies identified outside of regular support hours, Contractor will provide direct access to personnel identified by Contractor to report blocker priority issues only until 11:00 p.m. central time. For blocker priority issues discovered after 11:00 p.m. central time, State will be notified by Contractor that an event has occurred and is being addressed. Contractor personnel will begin remedial action and status reporting to the State upon receipt as described below under Service Level Agreements.

- e. Application availability. The hosted system will be available 99.5% of the time except for scheduled downtime. Contractor will coordinate with the State with at least seven (7) days' notice in writing prior to performing any scheduled downtime and/or maintenance.
- f. Service Level Agreements. SLA's requiring response times, status reporting, and target resolution times related to hosting issues (*i.e.*, issues with servers or connectivity to the cloud-hosted environments) are set forth in the below impact and urgency matrix. Target resolution time begins when an issue is identified and logged. The time will run continuously until the issue is resolved.
- i. Impact: measuring the effect of an incident, problem, or change in business processes. This range includes, but is not limited to:
 - a. Number of customers/users affected;
 - b. Amount of lost revenue or incurred cost; and
 - c. Number of systems, services, or modules involved.
- ii. Urgency: the speed at which the State requires a resolution to the incident, problem, or change in business processes. The urgency scales depending on business laws, regulations, or processes dependent upon resolution of the incident, problem, or change in business process.
- iii. Priority: the intersection between impact and urgency, which will affect the Service Level Agreements (SLA's) between the Contractor and State. These SLAs are responsible for response times, status reporting, and target resolution time during the maintenance and support period. This scale includes:
 - a. Blocker;
 - b. Critical;
 - c. Major;
 - d. Medium; and
 - e. Minor.

IMPACT				
URGENCY	Priority	Low (small subset of users)	Medium (majority of the users)	High (all users)
	High (critical production business function, product, service, or network is not usable)	Major <ul style="list-style-type: none"> <i>Response:</i> Within 3 hours of notification receipt <i>Status Reporting:</i> Once per business week until resolved 	Critical <ul style="list-style-type: none"> <i>Response:</i> Within 1 hour of notification receipt <i>Status Reporting:</i> Twice per business day until resolved 	Blocker <ul style="list-style-type: none"> <i>Response:</i> Within 30 minutes of notification receipt <i>Status Reporting:</i> Every 2 hours until resolved

		<ul style="list-style-type: none"> • <i>Target Resolution:</i> Within 5 business days or the next scheduled maintenance period 	<ul style="list-style-type: none"> • <i>Target Resolution:</i> 24 hours 	<ul style="list-style-type: none"> • <i>Target Resolution:</i> 8 hours
	Medium (substantial loss of service in a production service. No workaround is available)	Medium <ul style="list-style-type: none"> • <i>Response:</i> Within 1 business day of notification receipt • <i>Status Reporting:</i> Once per business week until resolved • <i>Target Resolution:</i> The next scheduled maintenance period 	Medium <ul style="list-style-type: none"> • <i>Response:</i> Within 1 business day of notification receipt • <i>Status Reporting:</i> Once per business week until resolved • <i>Target Resolution:</i> The next scheduled maintenance period 	Critical <ul style="list-style-type: none"> • <i>Response:</i> Within 1 hour of notification receipt • <i>Status Reporting:</i> Twice per business day until resolved • <i>Target Resolution:</i> 24 hours
	Low (component or workflow is not functional, alternative method of performing function is available, non-production system issues)	Minor <ul style="list-style-type: none"> • <i>Response:</i> Within 2 business days of notification receipt • <i>Status Reporting:</i> Once per business week until resolved • <i>Target Resolution:</i> Within 3 business weeks during the next scheduled maintenance period 	Medium <ul style="list-style-type: none"> • <i>Response:</i> Within 1 business day of notification receipt • <i>Status Reporting:</i> Once per business week until resolved • <i>Target Resolution:</i> The next scheduled maintenance period 	Major <ul style="list-style-type: none"> • <i>Response:</i> Within 3 hours of notification receipt • <i>Status Reporting:</i> Once per business week until resolved • <i>Target Resolution:</i> Within 5 business days or the next scheduled maintenance period

g. Remedies. In the event the Contractor does not meet the target SLAs related to hosting issues outlined in this section, the State may:

- (1) Request an action plan from the Contractor within five (5) business days that will outline resolution to the hosting-related incident.
- (2) Request detailed documentation from the Contractor for review and approval of the identified senior leadership for the State. Detailed documentation shall include, at minimum:
 - i. Date of the State's request
 - ii. Identification of the priority level, target response time, status reporting, and target resolution time
 - iii. Summary of the hosting-related incident
 - iv. A justification of the missed SLA or delivery plan
 - v. The plan of corrective action

- vi. The expected delivery day for resolution of the hosting-related incident
- (3) Request service credit for all instances where a critical and/or blocker priority ticket failed to meet the required SLA for hosting issues.
 - i. The State may submit a service credit request for SLA failures when the performance objective failure occurred. Such credit requests must:
 - A. Be in writing;
 - B. Include the Contractor's maintenance ticket number; and
 - C. Sent to the Contractor's designated staff member for review and validation.
- (4) At no time shall the service credit made to the State by the Contractor for failure to conform with the SLAs included in this document result in the aggregate of amount of such compensation exceed 100% of the monthly hosting amount.

A.7. Tennessee Information Resources Architecture. The Contractor shall provide CORE within the Tennessee information resources architecture environment, consistent with the policies and standards of the Tennessee Department of Finance and Administration, Strategic Technology Solutions:

<https://www.tn.gov/finance/strategic-technology-solutions/strategic-technology-solutions/sts-security-policies.html>.

All products are subject to approval of the State.

A.8. Licenses

- a. The Contractor shall provide base license System support and maintenance, including telephone support and services regarding function and use of System and analysis and correction of reported software malfunctions. Upon Contract signing, System support shall continue as long as all maintenance fees are paid when due.
- b. The Contractor shall agree to provide additional System user licenses to supplement the base license, at the State's request without any additional initial named user license purchase cost to the State, other than appropriate support and maintenance fees associated with such additional licenses, as set forth in section A.14.

A.9. Technical Support and Periodic Meetings

- a. The Contractor shall provide technical support to the State for the System via on-line interface or toll-free telephone number. Such support shall be available Monday through Friday, excluding State holidays, between the hours of 7:00 a.m. and 5:00 p.m. central time. The personnel responding to these requests and providing this support shall be trained to enable them, in most cases, to address questions and solve problems themselves, without having to refer the questions elsewhere.

For technical production system emergencies identified outside of regular support hours, Contractor will provide direct access to personnel identified by Contractor to report blocker priority issues only until 11:00 p.m. central time.

- b. The State reserves the right, at the State's option and at the State's sole discretion, to request periodic meetings via conference call and at no additional cost to the State with Contractor management staff to discuss topics including, but not limited to, the following:

- (1) General Contract direction
- (2) Management, and coordination of implementations of Contractor modules and services
- (3) State of Tennessee technical infrastructure and standards

- (4) Status of projects, potential new Contractor offerings and timing
 - (5) Contractor's performance relative to implementations, response to service issues, and maintenance of the System.
- A.10. The Contractor shall ensure the System is delivered, implemented, tested, and maintained as set forth herein. Regarding functional and technical requirements, it is understood that the Contractor's commercial off-the-shelf (COTS) software may not meet all State requirements outlined herein and that the Contractor may therefore have to customize and/or configure the software to provide any required functionality and to protect state data, including criminal justice information. All components of the System must be CJIS Security Policy compliant as found at the following website: Criminal Justice Information Services Security Policy Resource Center — Federal Bureau of Investigation ([CJIS Security Policy Resource Center — LE \(fbi.gov\)](https://www.fbi.gov/cjis-security-policy-resource-center)). There shall be no additional charges to the State for such customization or configuration to meet the requirements of this Contract.
- A.11. Configuration Support. The Contractor shall, at the State's request, work with the State to assist in configuration or reconfiguration of the System or any other system that interfaces, or needs to interface, with the System, as described below:
- a. The Contractor shall make the requested configuration or reconfiguration to ensure compliance with relevant application state and federal laws and regulations and/or for legislative enhancements and departmental efficiencies.
 - b. The State may incur costs associated with configuration and reconfiguration support only to the extent that these changes are not considered maintenance and support as described in section A.14 below. These costs vary depending on services provided and will be subject to the provisions of Section A.15. Chargeable services do not include:
 - (1) Support System performance for the production and non-production environments
 - (2) Perform advanced troubleshooting of issues, assist in design and planning of System, document requirements, and perform related work as required
 - (3) Troubleshoot configuration issues with software and/or user interface and escalate to maintenance and support if necessary
 - (4) Migrate changes through the non-production and production environments to thoroughly test changes before applying to live production environment
 - (5) Apply the latest System patches to ensure latest fixes and functionality
 - (6) Monitor performance through Middleware to identify trouble areas and possible tuning opportunities
 - (7) Test fixes to ensure that the desired results are achieved without issues
 - (8) Purging data-based parameters and attachments as requested
 - (9) Research abnormal system events to determine if further action is required
 - (10) Review critical errors in the server and System logs to identify source of issue and determine the correct resolution.
- A.12. System Documentation. The Contractor shall provide the following Application documentation:
- a. User Manual - This manual shall provide complete information and instructions in the day-to-day, non-technical business use of the System as implemented.

- b. System Management Guide - This manual shall provide complete information and instructions in the technical operation, maintenance, and administration of the System as implemented.
 - c. Entity Relationship Diagram - This living document shall display the relationships of entity sets stored in a database an entity in this context shall refer to a component of data.
 - d. Test Documents – This document shall provide User Acceptance Testing (UAT) cases for the State and the Contractor to perform during the data migration, document migration, and System testing and implementation phases. Test documents shall also include results of testing, edit, and validation to ensure successful implementation for a valid and reliable System.
- A.13. Training. The Contractor shall provide training for end user operation and to the Application administrators for configuration and modification of the system. The Contractor and the State will agree on scheduled training classes conducted as part of this contract. Classes will be recorded, and recordings will be provided at no additional cost to the State. Training shall be provided in accordance with the following provisions:
- a. Functional User Training—This training shall be provided to the designated State personnel and shall cover “train-the-trainer” techniques for all non-technical, day-to-day aspects of using the System.
 - b. Technical Training for application, system administrators, and other technical staff—This training shall be provided to the designated State personnel. This training shall address all aspects of configuration of the system and technical support of Middleware to function effectively in the SaaS environment. Upon completion of the training, State personnel shall be able to independently modify the system to meet the State’s needs without the direct assistance of Contractor personnel. This training may occur during the design or construction phases; however, must be completed during the implementation phases as described in section A.3. above.
 - c. The Contractor shall provide training to designated State personnel for the State UAT in preparation for implementation, UAT, and go-live phases.
 - d. The training shall occur in the Nashville, Tennessee offices of the personnel to be trained.
 - e. The State reserves the right to assess the effectiveness of any training provided, and request additional remedial training, at no additional cost to the State.
- A.14. Software Maintenance. The Contractor shall provide for software maintenance, as described below, to the System.
- a. The Contractor shall:
 - (1) Make necessary adjustments and repairs to keep the software operating without abnormal interruptions and to correct latent deficiencies with respect to the software specifications.
 - (2) Make all necessary modifications, adjustments, and repairs to keep the software operating in compliance with relevant applicable federal laws and regulations.
 - (3) Maintain a copy of the State 's current production version on a computer system owned by the Contractor.
 - (4) Throughout the Contract Term, and no less than once every six (6) months, the Contractor shall provide the State with a product roadmap and release plan that communicates product features and enhancements and timeframe of availability to improve the System. Product roadmaps and release plans shall include features and enhancements that ensure the State is equipped with the market's competing technology

and is delivering best-in-class solutions to its stakeholders. Implementation of new releases as described in the Contractor's release plan will be performed at the State's sole discretion as described in section A.14.b.(4) below. Provide modifications and enhancements, as defined in Section A.15. using the process described below. All such modifications and enhancements will be developed consistent with and will operate with implemented System at no loss of function to the existing software. Modifications and enhancements:

- i. will be delivered, installed, or installable, on the State system;
 - ii. must operate without abnormal program interruptions;
 - iii. must substantially provide the functions as required by the specifications and as described by documentation supplied by Contractor; and
 - iv. must be provided with updates to the documentation for the entire system, including complete documentation of the database, including data entity and attribute definitions, table and field names, data types, data sizes, business rules, and entity-relationship diagrams that depict all relationships between tables and fields in the database using industry and State standards.
- (5) At no additional cost to the State, ensure that any new release(s) of the System provided to the State shall contain any and all modifications and/or enhancements that were developed for the State including all commercial off-the-shelf modules available with standard software package(s). The State may incur costs associated with the implementation of new releases. These costs vary depending on services provided and will be subject to the provisions of section A.15. Chargeable services include:
- i. Changes to software administration set-up or configuration
 - ii. Database administration services
 - iii. Infrastructure support
 - iv. Staff training
 - v. Implementation, conversion, or acceptance testing of software updates
 - vi. Operations support
 - vii. New employee training

Contractor shall provide the State with a cost quotation for the implementation of any new release, if applicable.

- (6) Respond to problems, requests for technical support, or requests for information by either correcting the problem, providing technical support or information requested, or providing a plan, including a delivery date, for the problem correction, technical support or information requested in accordance with the SLA's described below.
- iv. Service Level Agreements. SLAs requiring response times, status reporting, and target resolution times related to software maintenance are set forth in the below impact and urgency matrix. Target resolution time begins when an issue is identified and logged. The time will run continuously until the issue is resolved.
 - A. Impact: measuring the effect of an incident, problem, or change in business processes. This range includes, but is not limited to:
 - a. Number of customers/users affected;
 - b. Amount of lost revenue or incurred cost; and
 - c. Number of systems, services, or modules involved.
 - B. Urgency: the speed at which the State requires a resolution to the incident, problem, or change in business processes. The urgency scales depending on business laws, regulations, or processes dependent upon resolution of the incident, problem, or change in business process.
 - C. Priority: the intersection between impact and urgency, which will affect the Service Level Agreements (SLA's) between the Contractor and State. These

SLAs are responsible for response times, status reporting, and target resolution time during the maintenance and support period. This scale includes:

- a. Blocker;
- b. Critical;
- c. Major;
- d. Medium; and
- e. Minor.

IMPACT				
URGENCY	Priority	Low	Medium	High
	High	Major <ul style="list-style-type: none"> <i>Response:</i> Within 3 hours of notification receipt <i>Status Reporting:</i> Once per business week until resolved <i>Target Resolution:</i> Within 5 business days or the next scheduled maintenance period 	Critical <ul style="list-style-type: none"> <i>Response:</i> Within 1 hour of notification receipt <i>Status Reporting:</i> Twice per business day until resolved <i>Target Resolution:</i> Within 3 business days 	Blocker <ul style="list-style-type: none"> <i>Response:</i> Within 30 minutes of notification receipt <i>Status Reporting:</i> Every 2 hours until resolved <i>Target Resolution:</i> 8 hours
	Medium	Medium <ul style="list-style-type: none"> <i>Response:</i> Within 1 business day of notification receipt <i>Status Reporting:</i> Once per business week until resolved <i>Target Resolution:</i> The next scheduled maintenance period 	Medium <ul style="list-style-type: none"> <i>Response:</i> Within 1 business day of notification receipt <i>Status Reporting:</i> Once per business week until resolved <i>Target Resolution:</i> The next scheduled maintenance period 	Critical <ul style="list-style-type: none"> <i>Response:</i> Within 1 hour of notification receipt <i>Status Reporting:</i> Twice per business day until resolved <i>Target Resolution:</i> Within 3 business days
	Low	Minor <ul style="list-style-type: none"> <i>Response:</i> Within 2 business days of notification receipt <i>Status Reporting:</i> Once per business week until resolved <i>Target Resolution:</i> Within 3 business weeks during the next scheduled maintenance period. 	Medium <ul style="list-style-type: none"> <i>Response:</i> Within 1 business day of notification receipt <i>Status Reporting:</i> Once per business week until resolved <i>Target Resolution:</i> The next scheduled maintenance period 	Major <ul style="list-style-type: none"> <i>Response:</i> Within 3 hours of notification receipt <i>Status Reporting:</i> Once per business week until resolved <i>Target Resolution:</i> Within 5 business days or the next scheduled maintenance period

- v. Remedies. In the event the Contractor does not meet the target SLAs outlined in this section, the State may:
 - A. Request an action plan from the Contractor within five (5) business days that will outline improvement initiatives and the process(es) that the Contractor will implement.
 - B. Request detailed documentation from the Contractor for review and approval of the identified senior leadership for the State. Detailed documentation shall include, at minimum:
 - a. Date of the State's request;
 - b. Identification of the priority level, target response time, status reporting, and target resolution time;
 - c. Summary of the problem, request for technical support, or information request;
 - d. A justification of the missed SLA or delivery plan;
 - e. The plan of corrective action; and
 - f. The expected delivery day for correction of the problem, technical support to be provided, or response to information.
 - C. Request service credit for all instances where a critical and/or blocker priority ticket failed to meet the required SLA.
 - a. The State may submit a service credit request for SLA failures when the performance objective failure occurred. Such service credit requests must:
 - i. Be in writing;
 - ii. Include the Contractor's maintenance ticket number;
 - iii. Sent to the Contractor's designated staff member for review and validation.
 - b. At no time shall the compensation made to the State by the Contractor, for failure to conform with the SLAs included in this document, result in the aggregate of amount of such compensation exceed 100% of the monthly maintenance amount.
- (7) The Contractor agrees to maintain the System so that it will run on a current, manufacturer-supported operating system. The Contractor shall make sure that the System is always 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.
- (8) If the System requires Middleware or database software, Contractor shall maintain the System so that it will run on current Middleware and database software versions that are always fully compatible with current versions of the operating system and Application, to ensure that security vulnerabilities are not introduced.
- (9) Annual maintenance services do not include the following items, but Contractor will provide such services based on the Change Order process set forth in section A.15:
- i. Retrofit of customizations developed for other customers using the software which are requested by the State;
 - ii. Changes to set-up or configuration;
 - iii. Support of customer changes to setup or configuration;
 - iv. Customer new hire or refresher staff training;
 - v. Implementation, conversion, or acceptance testing of release/code drop updates
 - vi. Operations support; and
 - vii. Changes or enhancements to third party interfaces contracted by the State and added to the System as custom interfaces by the Contractor.

b. The State:

- (1) May request modifications and enhancements to the software as defined in Section A.15. below.
- (2) Will accept software modifications, adjustments, repairs, new versions. and enhancements by this process:
 - i. On notice from the Contractor that software is delivered, the State will review, validate the delivery of the software, and test the software; and
 - ii. Within thirty (30) days, notify Contractor of acceptance or the specific shortcomings with respect to specifications of the software, documentation, efficiency, or performance. If the State does not respond within thirty (30) days, the software will be considered accepted for the purpose of payment of an invoice; however, the State may notify the Contractor of latent shortcomings for subsequent correction.
- (3) May choose to purchase additional software modules within the general scope of the Contract. If the State so chooses maintenance for the additional software modules will be included in the acquisition cost in the Contract fiscal year in which it was purchased; in subsequent years, the costs will be added to support and maintenance fees. This action will be accomplished through an amendment to the current contract.
- (4) Shall stay within two (2) years of the current release of Contractor's software. The State reserves the right, if it is deemed to be in the State's best interest, not to install the most recent new versions of the Contractor's software.
- (5) Shall provide Contractor necessary access, with appropriate security restrictions, to the software and equipment on which it runs in order to effect necessary adjustments and repairs.

A.15. Change Order. The State may, at its sole discretion and with written notice to the Contractor, request changes in the Scope that are necessary but were inadvertently unspecified in this Contract.

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

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

- b. Change Order Performance - After creation of a Change Order, the Contractor shall complete the required services. The State will be the sole judge of the acceptable completion of work and, upon such determination, shall provide the Contractor written approval.
- c. Change Order Remuneration - The State will remunerate the Contractor only for acceptable

work. All acceptable work performed pursuant to an approved Change Order, without a formal amendment of this Contract, shall be remunerated in accordance with and further limited by Contract Section C.3.e., 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 16. Subject to a formal amendment, the Contractor shall commit to working with all relevant parties from the State, or a third-party vendor, to support any necessary developments required by the State's portal initiative, including development of appropriate Applications.

A.17. MyTN.gov Interface.

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

(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.14.a. that were known and required prior to Contract Effective Date will be specified herein, including necessary compensation methods and amounts.

c. For any of the obligations in Section A.14.a. that were unknown or not required at Contract Effective Date, it will be necessary to add lines, items, or options to the Contract to accommodate one or more of the new interface requirements. The State shall add these lines, items, or options in accordance with the Memorandum of Understanding (MOU) process described in Section E.4., below. If the Contractor requires additional compensation for the interface tasks, such compensation shall be negotiated and specified through this same MOU process.

A.18. Correction of Deficiencies. Any corrections of deficiencies relating to the Contract Scope of Services requirements or deliverables and any investigation necessary to determine the source of such deficiencies shall be completed by the Contractor at no cost to the State.

A.20. Warranty. Contractor represents and warrants that the term of the warranty ("Warranty Period") shall be the greater of the Term of this Contract or any other warranty 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. Any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a "Defect" and shall be considered "Defective." If Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect, at no additional charge.

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

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

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

- A.21. Inspection and Acceptance. The State shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, the State determines that the goods or services are Defective, the State shall notify Contractor, and Contractor shall re-deliver the goods or provide the services at no additional cost to the State. If after a period of thirty (30) days following delivery of goods or performance of services the State does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the State.

B. TERM OF CONTRACT:

- B.1. This Contract shall be effective on **DATE** ("Effective Date") and extend for a period of sixty (60) 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 eighty-four (84) 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 and the Travel Compensation provided in Section C.4 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 or 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:

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Goods or Services Description		Amount (per compensable increment)	
Implementation, including software installation, requirements gathering, system development and configuration, training, User Acceptance Testing, and go-live support. Total to be paid based on milestones below.		\$ / Total Implementation Cost	
Phase	Phase Description	Percentage of Total Implementation Cost	Total Cost (TBD post RFP award)
1	Project Management Plan	2%	\$
2	Software Installation	3%	\$
5	Requirements Definition Document	5%	\$
6	Business Rule Conversion	5%	\$
7	System Configuration	5%	\$
8	Customization.	5%	\$
9	User Training and Documentation	5%	\$
10	System Integration and Testing	10%	\$
11	User Acceptance Testing	20%	\$
12	Production Data Migration	10%	\$
13	Go-Live	30%	\$
Data and document Migration		\$ / One Time Fee	

Goods or Services Description	Amount (per compensable increment)						
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	Option YEAR 6	Option YEAR 7
Base License Fee (Back-office) for up to three hundred (300) State named users, with transfer rights, to use the system for a variety of tasks and permissions, including application administration. (Note: Base License Fee payment shall begin from the date of the State's written acceptance of go-live phase and be prorated to the end of the year in which the State accepted.)	\$ /YEAR	\$ /YEAR	\$ /YEAR	\$ /YEAR	\$ /YEAR	\$ /YEAR	\$ /YEAR
Base License Fee (Online Portal), for up to 600,000 users annually to submit transactions, perform self-service tasks, and otherwise access information, including up to 2,200 transactions for up to 180 professions. (Note: Base License Fee payment shall begin from the date of the State's written acceptance of go-live phase and be prorated to the end of the year in which the State accepted.)	\$ /YEAR	\$ /YEAR	\$ /YEAR	\$ /YEAR	\$ /YEAR	\$ /YEAR	\$ /YEAR

Goods or Services Description	Amount (per compensable increment)						
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	Option YEAR 6	Option YEAR 7
Base License Fee (Mobile Inspection), for up to one hundred fifty (150) State named users, with transfer rights. (Note: Base License Fee payment shall begin from the date of the State's written acceptance of go-live phase and be prorated to the end of the year in which the State accepted.)	\$ /YEAR	\$ /YEAR	\$ /YEAR	\$ /YEAR	\$ /YEAR	\$ /YEAR	\$ /YEAR
Hosting (SaaS) (Note: Hosting Fee payment shall begin from the date of the State's written acceptance of go-live phase and be prorated to the end of the year in which the State accepted.)	\$ /YEAR	\$ /YEAR	\$ /YEAR	\$ /YEAR	\$ /YEAR	\$ /YEAR	\$ /YEAR
Maintenance & Support (Note: Maintenance & Support Fee payment shall begin from the date of the State's written acceptance of go-live phase and be prorated to the end of the year in which the State accepted.)	\$ /YEAR	\$ /YEAR	\$ /YEAR	\$ /YEAR	\$ /YEAR	\$ /YEAR	\$ /YEAR

- c. The Contractor shall be compensated for changes requested and performed pursuant to Contract Section A.15., without a formal amendment of this Contract based upon the payment rates detailed in the schedule below and as agreed pursuant to Section A.15., PROVIDED THAT compensation to the Contractor for such "change order" work shall not exceed SEVEN PERCENT (7%) of the Total Implementation Cost detailed in Section C.3.b., above (which is the total cost for the milestones and associated deliverables set forth in Contract Sections A.3, Phases 1-13.). If, at any point during the Term, the State determines that the cost of necessary "change order" work would exceed the maximum amount, the State may amend this Contract to address the need.

Service Description	Amount (per compensable increment)
Project Manager	\$ Amount per hour
Developer	\$ Amount per hour
Business Analyst	\$ Amount per hour
Database Administrator	\$ Amount per hour
Trainer	\$ Amount per hour
*Beginning the third (3rd) anniversary of the Contract Effective Date, the Contractor may request, and hourly rate increase effective as of the anniversary and each anniversary thereafter, which shall be granted. Any annual increase in the hourly rates shall be based on (a) Year one/two rates and (b) be lesser or capped at the percentage increase, if any, in the Consumer Price Index for all Urban Consumers (professional Services) ("CPI"), South Region, published by the United state Bureau of Labor Statistics, in effect for the immediately preceding calendar year.	

C.4. Travel Compensation. Compensation to the Contractor for travel, meals, or lodging shall be subject to amounts and limitations specified in the current "State Comprehensive Travel Regulations." The State must approve all Contractor travel, meals and lodging in advance. The Contractor must include (in addition to other invoice requirements of this Contract) a complete itemization of requested travel compensation and appropriate documentation and receipts as required by the "State Comprehensive Travel Regulations."

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

Tennessee Department of Commerce and Insurance
 Attention: Accounts Payable
 500 James Robertson Parkway
 Nashville, TN 7243
Claccounts.payable@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: Tennessee Department of Commerce and Insurance;
- (5) Customer account number (assigned by the Contractor to the above-referenced Customer);
- (6) Contractor name;
- (7) Contractor Tennessee Edison registration ID number;
- (8) Contractor contact for invoice questions (name, phone, or email);
- (9) Contractor remittance address;
- (10) Description of delivered goods or services provided and invoiced, including identifying information as applicable;
- (11) Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced;
- (12) Applicable payment methodology (as stipulated in Section C.3.) of each good or service invoiced;
- (13) Amount due for each compensable unit of good or service; and
- (14) Total amount due for the invoice period.

b. Contractor's invoices shall:

- (1) Only include charges for goods delivered or services provided as described in Section A and in accordance with payment terms and conditions set forth in Section C;
- (2) Only be submitted for goods delivered or services completed and shall not include any charge for future goods to be delivered or services to be performed;
- (3) Not include Contractor's taxes, which includes without limitation Contractor's sales and use tax, excise taxes, franchise taxes, real or personal property taxes, or income taxes; and
- (4) Include shipping or delivery charges only as authorized in this Contract.

c. The timeframe for payment (or any discounts) begins only when the State is in receipt of an invoice that meets the minimum requirements of this Section C.5.

C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or other matter. A payment by the State shall not be construed as

acceptance of goods delivered, any part of the services provided, or as approval of any amount invoiced.

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

D. MANDATORY TERMS AND CONDITIONS:

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

The State:

Paul Hartbarger, Assistant Commissioner
Tennessee Department of Commerce and Insurance
500 James Robertson Parkway
Davy Crockett Tower, 11th Floor
Paul.Hartbarger@tn.gov
Phone (615) 532-5259

The Contractor:

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

FAX # **Number**

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

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

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

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

- D.13. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.14. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.
- D.15. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one Party are not employees or agents of the other Party.
- D.16. Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless 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 Attachment A;
 - 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. Iran Divestment Act. 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. Insurance. 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 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).

The Contractor shall maintain single limits not less than one million dollars (\$1,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this policy or location of occurrence or the general aggregate limit shall be twice the required occurrence limit.

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 ten million dollars (\$10,000,000) per occurrence or claim and ten million dollars (\$10,000,000) annual aggregate, covering all acts, claims, errors, omissions, negligence, infringement of intellectual property (including copyright, 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 ten million dollars (\$10,000,000) 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. 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) years 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). 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. Major Procurement Contract Sales and Use Tax. 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. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

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

- D.35. Boycott of Israel. The Contractor certifies that it is not currently engaged in, and covenants that it will not, for the duration of the Contract, engage in a Boycott of Israel, as that term is defined in Tenn. Code Ann. § 12-4-119.
- D.36. Prohibited Contract Terms. The prohibited contract terms and conditions enumerated in Pub. Ch. 113, § 5, shall be a material provision of this Contract. The Contractor acknowledges, understands, and agrees that the inclusion of a term or condition prohibited by Pub. Ch. 113, § 5, shall be null and void and the Contract shall be enforceable as if the Contract did not contain such term or condition.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.
- E.2. 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 33501-231005 (RFP Attachment 6.2. – Section B Item B.15.) and resulting in this Contract.

The Contractor shall assist the State in monitoring the Contractor's performance of this commitment by providing, as requested, a 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.3. Contractor Hosted Services Confidential Data, Audit, and Other Requirements

- a. "Confidential State Data" is defined as data deemed confidential by State or Federal statute or regulation. The Contractor shall protect Confidential State Data as follows:
- (1) The Contractor shall ensure that all Confidential State Data is housed in the continental United States, inclusive of backup data.
 - (2) The Contractor shall encrypt Confidential State Data at rest and in transit using the current version of Federal Information Processing Standard ("FIPS") 140-2 or 140-3 (current applicable version) or higher validated encryption technologies. The State shall control all access to encryption keys. The Contractor shall provide installation and maintenance support at no cost to the State.
 - (3) The Contractor shall maintain a Security Management Certification from the Federal Risk and Authorization Management Program ("FedRAMP"). A "Security Management Certification" shall mean written confirmation from FedRAMP that FedRAMP has assessed the Contractor's information technology Infrastructure, using a standardized approach to security assessment, authorization, and continuous monitoring for cloud products and services, and has certified that the Contractor meets FedRAMP standards. Information technology "Infrastructure" shall mean the Contractor's entire collection of hardware, software, networks, data centers, facilities and related equipment used to develop, test, operate, monitor, manage and/or support information technology services. The Contractor shall provide proof of current certification annually and upon State request. No additional funding shall be allocated for these certifications, authorizations, or audits as these are included in the Maximum Liability of this Contract.
 - (4) The Contractor must annually perform Penetration Tests and Vulnerability Assessments against its Processing Environment. "Processing Environment" shall mean the combination of software and hardware on which the Application runs. "Penetration Tests" shall be in the form of attacks on the Contractor's computer system, with the purpose of discovering security weaknesses which have the potential to gain access to the Processing Environment's features and data. The "Vulnerability Assessment" shall be designed and executed to define, identify, and classify the security holes (vulnerabilities) in the Processing Environment. The Contractor shall allow the State, at its option, to perform Penetration Tests and Vulnerability Assessments on the Processing Environment.
 - (5) Upon State request, the Contractor shall provide a copy of all Confidential State Data it holds. The Contractor shall provide such data on media and in a format determined by the State.
 - (6) Upon termination of this Contract and in consultation with the State, the Contractor shall destroy all Confidential State Data it holds (including any copies such as backups) in accordance with the current version of National Institute of Standards and Technology ("NIST") Special Publication 800-88. The Contractor shall provide a written confirmation of destruction to the State within ten (10) business days after destruction.
- b. Minimum Requirements
- (1) The Contractor and all data centers used by the Contractor to host State data, including those of all Subcontractors, must comply with the State's Enterprise Information Security Policies as amended periodically. The State's Enterprise Information Security Policies document is found at the following URL:

<https://www.tn.gov/finance/strategic-technology-solutions/strategic-technology-solutions/sts-security-policies.html>.

- (2) The Contractor agrees to maintain the Application so that it will run on a current, manufacturer-supported Operating System. "Operating System" shall mean the software that supports a computer's basic functions, such as scheduling tasks, executing applications, and controlling peripherals.
- (3) 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.

c. Comptroller Audit Requirements

Upon reasonable notice and at any reasonable time, the Contractor and Subcontractor(s) agree to allow the State, the Comptroller of the Treasury, or their duly appointed representatives to perform information technology control audits of the Contractor and all Subcontractors used by the Contractor. Contractor will maintain and cause its Subcontractors to maintain a complete audit trail of all transactions and activities in connection with this Contract. Contractor will provide to the State, the Comptroller of the Treasury, or their duly appointed representatives access to Contractor and Subcontractor(s) personnel for the purpose of performing the information technology control audit.

The information technology control audit may include a review of general controls and application controls. General controls are the policies and procedures that apply to all or a large segment of the Contractor's or Subcontractor's information systems and applications and include controls over security management, access controls, configuration management, segregation of duties, and contingency planning. Application controls are directly related to the application and help ensure that transactions are complete, accurate, valid, confidential, and available. The audit shall include the Contractor's and Subcontractor's compliance with the State's Enterprise Information Security Policies and all applicable requirements, laws, regulations or policies.

The audit may include interviews with technical and management personnel, physical inspection of controls, and review of paper or electronic documentation.

For any audit issues identified, the Contractor and Subcontractor(s) shall provide a corrective action plan to the State within 30 days from the Contractor or Subcontractor receiving the audit report.

Each party shall bear its own expenses incurred while conducting the information technology controls audit.

d. Business Continuity Requirements. The Contractor shall maintain set(s) of documents, instructions, and procedures which enable the Contractor to respond to accidents, disasters, emergencies, or threats without any stoppage or hindrance in its key operations ("Business Continuity Requirements"). Business Continuity Requirements shall include:

- (1) "Disaster Recovery Capabilities" refer to the actions the Contractor takes to meet the Recovery Point and Recovery Time Objectives defined below. Disaster Recovery Capabilities shall meet the following objectives:

- i. Recovery Point Objective ("RPO"). The RPO is defined as the maximum targeted period in which data might be lost from an IT service due to a major incident: 24 HOURS
 - ii. Recovery Time Objective ("RTO"). The RTO is defined as the targeted duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a break in business continuity: 8 HOURS
 - (2) The Contractor and the Subcontractor(s) shall perform at least one Disaster Recovery Test every three hundred sixty-five (365) days. A "Disaster Recovery Test" shall mean the process of verifying the success of the restoration procedures that are executed after a critical IT failure or disruption occurs. The Disaster Recovery Test shall use actual State Data Sets that mirror production data, and success shall be defined as the Contractor verifying that the Contractor can meet the State's RPO and RTO requirements. A "Data Set" is defined as a collection of related sets of information that is composed of separate elements but can be manipulated as a unit by a computer. The Contractor shall provide written confirmation to the State after each Disaster Recovery Test that its Disaster Recovery Capabilities meet the RPO and RTO requirements.
- E.4. Additional lines, items, or options. 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.5. Intellectual Property Indemnity. 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.6. Software License Warranty. Contractor grants a license to the State to use all software provided under this Contract in the course of the State's business and purposes.
- E.7. Software Support and Maintenance Warranty. 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.8. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible personal property furnished by the State for the Contractor's use under this Contract. Upon termination of this Contract, all property furnished by the State shall be returned to the State in the same condition as when received, less reasonable wear and tear. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the fair market value of the property at the time of loss.
- E.9. Prohibited Advertising or Marketing. The Contractor shall not suggest or imply in advertising or marketing materials that Contractor's goods or services are endorsed by the State. The restrictions on Contractor advertising or marketing materials under this Section shall survive the termination of this Contract.
- E.10. Transfer of Ownership of Custom Software Developed for the State.
- a. Definitions.
 - (1) "Contractor-Owned Software," shall mean commercially available software the rights to which are owned by Contractor, including but not limited to commercial "off-the-shelf" software which is not developed using State's money or resources.
 - (2) "Custom-Developed Application Software," shall mean customized application software developed by Contractor for the State under this Contract intended to function with the Contractor-Owned 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 Contractor-Owned 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 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 the Contractor-Owned Software shall at all times remain with Contractor, subject to any license or transfer of rights or ownership granted under this Contract. Contractor grants the State a perpetual non-exclusive license to the Contractor-Owned 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 the Contractor-Owned Software, with all subsequent modifications, enhancements, bug-fixes or any other changes in the source code of the Work Product and the Contractor-Owned 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) Contractor may lease or sell the Custom-Developed Application Software to third parties with the written permission of the State, which permission may be conditioned on the State receiving royalties from such sales or licenses.
- (4) 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. 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.
- (5) 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. The Contractor may develop for itself, or for others, materials which are similar to or competitive with those that are produced under this Contract.

- E.11. Personally Identifiable Information. While performing its obligations under this Contract, Contractor may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Contractor agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Contractor shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Contractor and in accordance with this Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Contractor shall immediately notify State: (1) of any disclosure or use of any PII by Contractor or any of its employees, agents and representatives in breach of this Contract; and (2) of any disclosure of any PII to Contractor or its employees, agents and representatives where the purpose of such disclosure is not known to Contractor or its employees, agents and representatives. The State reserves the right to review Contractor's policies and procedures used to maintain the security and confidentiality of PII and Contractor shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure 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. The obligations set forth in this Section shall survive the termination of this Contract.

- E.12 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 COMMERCE AND INSURANCE:

CARTER LAWRENCE, COMMISSIONER

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