STATE OF TENNESSEE
DEPARTMENT OF COMMERCE AND INSURANCE

REQUEST FOR PROPOSALS
FOR
MANUFACTURED HOUSING INSPECTION AND CODES ENFORCEMENT SYSTEM

RFP # 33501-262529

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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 an opportunity to do business with the state as contractors, subcontractors or suppliers.

1.1. Statement of Procurement Purpose

1.1.1. The State is seeking to procure one (1) contract for the development, implementation, and three (3) years of annual maintenance of a Software as a Service (SaaS) with two (2) twelve-month renewal options, custom-off-the-shelf (COTS) application with a modern platform and user interface to manage the State's manufactured housing and codes enforcement programs including, but not limited to, installation, inspection, plan reviews, decal inventory, enforcement actions, and database.

1.1.2. The estimated maximum liability for the resulting contract is anticipated to be between one million dollars ($1,000,000.00) and three million dollars ($3,000,000.00) for the term of the contract, based on Request for Information (RFI) responses and market research conducted by the State. This estimated cost includes a one-time implementation fee maintenance, and up to five (5) 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 # 33501-262529

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:

Jordan T. Jackson
Department of General Services, Central Procurement Office
312 Rosa L. Parks Ave., 3rd floor
Nashville, TN 37243-1102
Phone 615-253-7825
Jordan.T.Jackson@tn.gov

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

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., 3rd 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:

Date: April 23, 2026
Time: 10:00 A.M CST

Microsoft Teams meeting
Join: https://teams.microsoft.com/meet/23152331830252?p=nbuXtUUdl62ow1za2v
Meeting ID: 231 523 318 302 52
Passcode: HG3DH3dc

Dial in by phone
+1 629-209-4396,,707164425# United States, Triune
Find a local number
Phone conference ID: 707 164 425#

Join on a video conferencing device
Tenant key: stateoftn@m.webex.com
Video ID: 115 475 956 1

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		April 15, 2026
2. Disability Accommodation Request Deadline	2:00 p.m.	April 20, 2026
3. Pre-response Conference	10:00 a.m.	April 23, 2026
4. Notice of Intent to Respond Deadline	2:00 p.m.	April 24 2026
5. Written "Questions & Comments" Deadline	2:00 p.m.	April 29, 2026
6. State Response to Written "Questions & Comments"		May 18, 2026
7. Round 2, Written "Questions & Comments" Deadline NOTE: Respondents may submit no more than five (5) questions to the State in the 2nd round of Written Questions and Comments.	2:00 p.m.	May 22, 2026
8. Round 2, State Response to Written "Questions & Comments"		June 9, 2026
9. Response Deadline	2:00 p.m.	June 17, 2026
10. State Completion of Technical Response Evaluations (Section B. and C. of RFP Attachment 6.2.)		July1, 2026
11. State Schedules Respondent Oral Presentation		July 2 2026
12. Respondent Oral Presentation	8 a.m. – 4:30 p.m.	July 8-10, 2026
13. State Completion of Technical Response Evaluations (Section D. of RFP Attachment 6.2.)		July 15, 2026
14. State Opening & Scoring of Cost Proposals	2:00 p.m.	July 16, 2026
15. Negotiations	4:30 p.m.	July 17-23, 2026
16. State Notice of Intent to Award Released and RFP Files Opened for Public Inspection	2:00 p.m.	July 24, 2026
17. End of Protest Period		July 31, 2026
18. State sends contract to Contractor for signature		August 3, 2026
19. Contractor Signature Deadline	2:00 p.m.	August 5, 2026

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 on a separate email, CD, or USB flash drive from the Technical Response (as detailed in RFP Sections 3.2.3., *et seq*).

3.2. **Response Delivery**

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

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

3.2.2.1. Digital Media Submission

3.2.2.1.1. Technical Response

The Technical Response document should be in the form of one (1) digital document in "PDF" format properly recorded on its own otherwise blank USB flash drive and should be clearly identified as the:

"RFP #33501-262529 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 USB flash drive clearly labeled:

"RFP # 33501-262529 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 USB flash drive clearly labeled:

"RFP # 33501-262529 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 # 33501-262529 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 # 33501-262529 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 # 33501-262529 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 # 33501-262529 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 # 33501-262529 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:

Jordan T. Jackson
Department of General Services, Central Procurement Office
312 Rosa L. Parks Ave., 3rd floor
Nashville, TN 37243-1102
Phone 615-253-7825
Jordan.T.Jackson@tn.gov

3.3. **Response & Respondent Prohibitions**

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

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

as required by this RFP or the Cost Proposal, the State, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it.

3.3.3. A response must 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 Su3bcontractors

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. Respondents are cautioned not to provide any materials in response to this RFP that are trade secrets, as defined under Tenn. Code Ann. § 47-25-1702 and any other applicable law. By submitting a response to this RFP, the respondent acknowledges and agrees that the State shall have no liability whatsoever for disclosure of a trade secret under the Uniform Trade Secrets Act, as provided at Tenn. Code Ann. § 47-25-1701-1709, or under any other applicable law. 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.14. 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 Presentations (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 Solicitation Coordinator will review the response and determine 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 five (5) 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 Oral Presentations will be for a duration of two (2) hours and thirty (30) minutes. Respondents should leave time for potential questions from evaluators. The Oral Presentations will be in person. Any additional details regarding the Oral Presentations will be provided by the Solicitation Coordinator at the time of scheduling. The Solicitation Coordinator will make every effort to accommodate each Respondent's schedules. When the Respondent Presentation or Tests 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 or Tests 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 and the Solicitation Coordinator 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 or the Solicitation Coordinator identifies any Respondent that does not meet the responsive and responsible thresholds such that the team or the Solicitation Coordinator would not recommend the Respondent for Cost Proposal Evaluation and potential contract award, the team members or the Solicitation Coordinator 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 negotiations3 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 6.6., Score Summary Matrix).

5.3. **Contract Award Process**

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

5.3.2. The Solicitation Coordinator will determine the apparent best-evaluated Response using the scoring provided by the Proposal Evaluation Team. To effect a contract award to a Respondent other than the one receiving the highest evaluation process score, the Solicitation Coordinator 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 # 33501-262529 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: _____

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 Solicitation Coordinator must review the response and attach a written determination. In addition to the Mandatory Requirement Items, the Solicitation Coordinator will review each response for compliance with all RFP requirements.

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	**Item Ref.**	**Section A— Mandatory Requirement Items**	**Pass/Fail**
		The Response must be delivered to the State no later than the Response Deadline specified in the RFP Section 2, Schedule of Events.	
		The Technical Response and the Cost Proposal documentation must be packaged separately as required (refer to RFP Section 3.2., *et. seq.*).	
		The Technical Response must NOT contain cost or pricing information of any type.	
		The Technical Response must NOT contain any restrictions of the rights of the State or other qualification of the response.	
		A Respondent must NOT submit alternate responses (refer to RFP Section 3.3.).	
		A Respondent must NOT submit multiple responses in different forms (as a prime and a subcontractor) (refer to RFP Section 3.3.).	
	A.1.	Provide the Statement of Certifications and Assurances (RFP Attachment 6.1.) completed and signed by an individual empowered to bind the Respondent to the provisions of this RFP and any resulting contract. The document must be signed without exception or qualification.	
	A.2.	Provide a statement, based upon reasonable inquiry, of whether the Respondent or any individual who shall cause to deliver goods or perform services under the contract has a possible conflict of interest (*e.g.*, employment by the State of Tennessee) and, if so, the nature of that conflict. NOTE: Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to cancel any award.	
	A.3.	Provide a current bank reference indicating that the Respondent maintains a satisfactory business relationship with the financial institution. Such reference must be written in the form of a standard business letter, signed, and dated within the past three (3) months.	
	A.4.	Provide two current positive credit references from vendors with which the Respondent has done business written in the form of standard business letters, signed, and dated within the past three (3) months.	

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	**Item Ref.**	**Section A— Mandatory Requirement Items**	**Pass/Fail**
	A.5.	Provide at least one of the following financial documents dated within the last three (3) months: (1) an official document or letter from an accredited credit bureau, indicating a satisfactory credit score for the Respondent (NOTE: A credit bureau report number without the full report is insufficient and will not be considered responsive.); (2) income statement, indicating the Respondent's financial operations; or (3) balance sheet, showing the Respondent's assets (including total current assets), liabilities (including total current liabilities), and shareholder equity at a specific point in time. Any financial statement submitted in response to this Item A.5 must be for the Respondent's current operating period. If the statement shows a net loss for the period, in the case of an income statement, or a current ratio of less than 1.0, in the case of a balance sheet, the statement must be accompanied by a detailed explanation of the factors contributing to the net loss and/or sub 1.0 current ratio. NOTICE: All persons, agencies, firms, or other entities that provide opinions regarding the Respondent's financial status must be properly licensed to render such opinions. The State may require the Respondent to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders the opinions.	
	A.6.	Provide a completed *RFP Attachment 6.5: System Requirements Matrix* spreadsheet. Note: All numbered requirement line must include a valid response code (M, CF, CZ, or NO) in Column D, as defined in the attachment. The Respondent must not alter the spreadsheet format.	
	A.7.	Provide a statement to indicate that the Respondent has or will have at the time of the contract's effective date one of the requirements outlined in D.37. Information Technology Security Requirements of the pro forma contract.	
State Use – Solicitation Coordinator Signature, Printed Name & Date:			

TECHNICAL RESPONSE & EVALUATION GUIDE

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

RESPONDENT LEGAL ENTITY NAME:	

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

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, *etc*.).
	B.12.	Provide a narrative description of the proposed project team, its members, and organizational structure along with an organizational chart identifying the key people who will be assigned to deliver the goods or services required by this RFP.
	B.13.	Provide a personnel roster listing the names of key people who the Respondent will assign to meet the Respondent's requirements under this RFP along with the estimated number of hours that each individual will devote to that performance. Follow the personnel roster with a resume for each of the people listed. The resumes must detail the individual's title, education, current position with the Respondent, and employment history.
	B.14.	Provide a statement of whether the Respondent intends to use subcontractors to meet the Respondent's requirements of any contract awarded pursuant to this RFP, and if so, detail: (a) the names of the subcontractors along with the contact person, mailing address, telephone number, and e-mail address for each; (b) a description of the scope and portions of the goods each subcontractor involved in the delivery of goods or performance of the services each subcontractor will perform; and (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 a statement of whether or not the Respondent has any current contracts with the State of Tennessee or has completed any contracts with the State of Tennessee within the previous five (5) year period. If so, provide the following information for all of the current and completed contracts: (a) the name, title, telephone number and e-mail address of the State contact knowledgeable about the contract; (b) the procuring State agency name; (c) a brief description of the contract's scope of services; (d) the contract period; and (e) the contract number.
	B.16.	Provide a statement and any relevant details addressing whether the Respondent is any of the following: (a) is presently debarred, suspended, proposed for debarment, or voluntarily excluded from covered transactions by any federal or state department or agency; (b) has within the past three (3) years, been convicted of, or had a civil judgment rendered against the contracting party from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	**Item Ref.**	**Section B— General Qualifications & Experience Items**
		(c) is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed above; and (d) has within a three (3) year period preceding the contract had one or more public transactions (federal, state, or local) terminated for cause or default.
	B.17.	Identify and describe Respondent's third-party information security option compliant with D.37.a.(3) and (4) Information Technology Security Requirements per the pro forma contract.
		SCORE ***(for <u>all</u> Section B—Qualifications & Experience Items above)*****:** *(maximum possible score =* ***10****)*
State Use – Evaluator Identification:		

TECHNICAL RESPONSE & EVALUATION GUIDE

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

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

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

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

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	**Item Ref.**	**Section C— Technical Qualifications, Experience & Approach Items**	**Item Score**	**Evaluation Factor**	**Raw Weighted Score**
	C.1.	Provide a narrative that illustrates the Respondent's understanding of the State's proposed project schedule, as provided for in Attachment 6.7., Pro Forma Section A.3.		**2**	
	C.2.	Provide a narrative that illustrates how the Respondent will manage the Implementation of the System, as provided for in Attachment 6.7., Pro Forma Section A. 3.		**4**	
	C.3.	Provide a narrative that illustrates the Respondent's communication plan for roadmap items and release plans for new product features and enhancements, as provided for in Attachment 6.7., Pro Forma Section A.13.a.4.		**3**	
	C.4.	Provide a narrative that illustrates the Respondent's plan to monitor and report uptime to meet the 99.5% Application availability threshold, as provided for in Attachment 6.7., Pro Forma Section A.6.e.		**3**	
	C.5.	Provide a narrative that identifies the hardware components, technical architecture, and software products needed to meet the State's needs, as provided for in Attachment 6.7., Pro Forma Section A.6.		**3**	
	C.6.	Provide the Respondent's proposed implementation plan, as provided for in Attachment 6.7., Pro Forma Section A.3.		**5**	
	C.7.	Provide the Respondent's proposed project management methodology, as provided for in Attachment 6.7., Pro Forma Section A.3.		**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**
For items C.8.—C.28. below, the Respondent must provide the following: **a. Demonstrate an understanding of the requirements by providing an explanation and/or narrative of how your solution meets these requirements, and** **b. Provide a user manual or visual rendering that shows the process required to meet these requirements.**					
	C.8.	**State Staff Specific Role Based Access**. The System shall have the ability to create roles for State staff in both the manufactured housing and codes enforcement divisions, specifically administrative staff, with varying access and abilities. At a minimum, the System shall provide for the following users: a. Directors. These users shall have the greatest ability in terms of access to the functions of the System. 1. Director of Manufactured Housing Modular Buildings, and Licensing 2. Director of Codes Enforcement 3. Director of Business Process Improvement b. Administrative Staff. These users shall have the ability to manage back-end functions of the System. The System must have, or have the ability to create, tiers for administrative staff that provide access for some but restrict certain functions for others.		**15**	
	C.9.	**Division User Specific Role Based Access**. The System shall provide portals that suit the users' specific goals. At a minimum, there shall be two (2) main portals to account for the two (2) divisions within the State Fire Mashal's Office that this System will serve. There must also be subsections, or the ability to create subsections, within those portals to serve the different types of users of the System. For the Manufactured Housing Division: a. Manufactured Housing Inspectors b. County Clerks c. Customers For the Codes Enforcement Division: a. Codes Enforcement Inspectors b. Plans Examiners		**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
		c. Customers d. General Public e. Exempt Jurisdictions f. Contractors g. Daycares			
	C.10.	**Security Roles**. The System shall: a. Contain a user maintenance function that allows business and/or IT users with system administration rights to maintain access and security roles of each user. b. Provide the ability to assign multiple users to a single role and multiple roles to a single user. c. Provide role-based access within the System including but not limited to read-only access and administrative access. d. Provide the ability to allow dedicated users to have the ability to make changes and set rules within the System.		**15**	
	C.11.	**Creation and Use of Forms**. The System shall allow for the creation and use of forms for both the Manufactured Housing and Codes Enforcement Divisions served by the System. The forms, at a minimum, shall maintain and allow for the automatization of the following functions: a. Integration of forms. The System shall allow the Divisions to create forms for users. b. Creation of forms. The user shall be able to select from a variety of forms to create and use. c. Ability to complete forms, type in answers, edit answers, and select pre-filled answers to form questions. d. Ability to attach documents, photos and other forms and reports to forms. e. Maintain an audit trail of when and by whom the forms were created and edited. f. The System has the ability to group or associate forms with other forms and reports deemed related by identification numbers. g. Ability to send and submit forms to email address and/or other designated locations.		**20**	

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.12.	**Offline Capability**. The System shall allow inspectors to complete inspection forms offline and sync reports when connected to internet.		**5**	
	C.13.	**Platform Compatibility**. The System shall ensure that inspection forms and other reports shall be accessible and usable on PC and IOS.		**15**	
	C.14.	**Reports**. The System shall have the ability to generate daily, weekly, monthly, and annual reports for, at a minimum: a. Number of Manufactured Housing decals issued; b. Number of inspections (for both divisions) requested; c. Inspections completed.		**15**	
State Employee Facing Portal. As stated above in C.8., the System shall provide for a State staff facing portal. The State staff facing portal shall maintain, at a minimum, the following functions:					
	C.15.	**Staff facing portal functions**. a. The System shall have the ability to allow back-office users designated as State staff to limit content visibility of external users. b. The System shall allow users in this portal the ability to create, edit, and delete entries for new buildings and building projects. c. The System shall allow users in this portal the ability to create various types of revenue, billing, and performance reports. d. The System shall allow users in this portal the ability to refund customers. e. The System shall allow users in this portal the ability to edit journal entries. f. The System shall allow users in this portal the ability to enter new inspectors and plans examiners into the System. g. The System shall allow users in this portal the ability to assign and edit territories for inspectors. h. The System shall allow users in this portal the ability to assign and re-assign work items. i. The System shall allow users in this portal the ability to run performance reports.		**40**	

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
		j. The System shall allow users in this portal the ability to enter and edit inspection requests.			
	C.16.	**Inspection Assignment**. The System shall assign inspections to inspectors based on the inspector's assigned region. The System shall allow for State staff the ability to restructure and reassign the inspections and inspector regions, manually.		**15**	
	C.17.	**Route Optimization**. The System shall provide route optimization for inspections based on location, for both manufactured housing and codes enforcement inspectors assigned regions.		**10**	
	C.18.	**Inspector Work Queue**. The System shall provide an inspector work queue for inspection assignments. At a minimum, the work queue shall maintain the following: a. Inspections assigned to Inspector. b. Ability to sort inspections by, including but not limited to, name, date, Tennessee Fire Marshal Number ("TFM"), project number, request type, and complaint number. c. Provide online access to plan files, requests made by customers, and other relevant documents. d. Provide access to permitting and licensing system used by the Department of Commerce Insurance (currently, CORE). e. Maintain status of project (i.e., waiting review, reviewed, approved, etc.). f. Track and record date of inspection activities, including but not limited to date of TFM, date project number assigned, inspection date, and report release date.		**25**	
	C.19.	**Statutory Compliance**. The System shall automatically schedule and assign inspections to inspectors in a manner that ensures statutory compliance.		**15**	
	C.20.	**Notifications**. The System shall notify inspectors for both the manufactured housing program and codes enforcement program of impending deadlines, which		**10**	

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	**Item Ref.**	**Section C— Technical Qualifications, Experience & Approach Items**	**Item Score**	**Evaluation Factor**	**Raw Weighted Score**
		shall include, but not be limited to, those deadlines imposed by statute, rule, regulation, and policy.			
Plans Examiners Facing Portal. As stated above in C.9., the System shall provide for a plans examiner facing portal. The plans examiners facing portal shall maintain, at a minimum, the following functions:					
	C.21.	**Plans Examiners Work Queue**. The System shall provide a plans examiners work queue for plans review assignments. At a minimum, the work queue shall maintain the following: a. Projects and plans reviews assigned to plans examiner. b. Ability to sort projects and plans reviews by, including but not limited to, name, date, TFM, and project number. c. Provide access within work queue to plan files, requests made by customers, and other relevant documents. d. Provide access to permitting and licensing system used by the Department of Commerce Insurance (currently, CORE). e. Maintain status of project (i.e., waiting review, reviewed, approved, etc.). f. Provide workflow notifications to plans examiners throughout the plans review process for both external and internal users, as well as the ability for plans examiners to add e-mail addresses of internal and external customers for notifications. g. Track and record date of plans review activities, including but not limited to date of TFM, date project number assigned, date of plans review issued and approved, date of receipt and process of plans review.		**25**	
Customer Facing Portal. As stated above in C.9., the System shall provide for a customer facing portal. The customer facing portal shall maintain, at a minimum, the following functions:					
	C.22.	**Role Based Profiles**. The customer facing portal shall allow the user to identify his or her purpose for using the portal. At a minimum, the System shall allow for the following user options: a. Exempt Jurisdiction b. Contractors c. Licensee		**15**	

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
		d. Daycare e. Third Parties f. Other Upon identification, the System shall provide the relevant options for use for that specific user.			
	C.23.	**Request Submissions**. The customer facing portal shall provide customers with direct ability to make requests and check the status of those requests.		**10**	
	C.24.	**Notifications**. The System shall notify customers of impending deadlines, which shall include, but not be limited to, those deadlines imposed by statute, rule, regulation, and policy, as well as those deadlines set by the Department of Commerce and Insurance.		**5**	
County Clerk Facing Portal. As stated above in C.9., the System shall provide for a county clerk facing portal. The county clerk facing portal shall maintain, at a minimum, the following functions:					
	C.25.	**Issue Decals**. The county clerk facing portal shall provide for the issuance of decals.		**15**	
	C.26.	**Payment Processing**. The System shall calculate the total fees owed to the State for decals in accordance with Tenn. Code Ann. § 68-126-406. The System shall be able to provide for the processing of online payments (i.e., credit card, debit card, echecks), as well as payments received via mail through a secure interface with the State's contracted merchant services provider.		**15**	
Public Facing Portal. As stated above in C.9., the System shall provide for a public facing portal. The public-facing portal shall maintain, at a minimum, the following functions:					
	C.27.	**Building Project Public Profiles**. The public facing portal shall provide the general public with the ability to check on building projects, which shall include at a minimum, the following: a. The current status of the building project; b. The history of the building project; c. The initial submission date; d. Any review dates; e. Any resubmittal dates; f. The name of the individual that submitted the building project; g. The building project name;		**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**
		h. Where the building project is set to occur (including the city, county and address); i. The name of the plans examiner; and j. The name of the inspectors assigned to the building project.			
	C.28.	**Searchable Database**. The public facing portal shall allow for the current and past building projects to be searchable by designated terms. At a minimum, the public shall be able to search for a project by the following terms: a. Address of project; b. City; c. County; d. Identification numbers, including TFM number and assigned project number; and e. Project name.		**5**	
Data Warehouse and Reporting. Provide a narrative demonstrating how the System will provide for and manage the data warehouse and reporting. At a minimum, the System shall allow for the following functions:					
	C.29	a. The System shall provide the ability to create lists of data that will provide values for data fields. b. The System shall have the ability to store and organize records online for a specified number of years based on record type. c. The System shall provide data management features that eliminate the redundant maintenance of duplicated data (e.g., relational database, etc.). d. The System shall allow for the configuration and maintenance of alternate data to search the database. e. The System shall have ability to generate reports from data based on varying needs.		**20**	
Migration & System Configuration. Provide a narrative demonstrating how the System will provide for and manage the migration and System configurations. At a minimum, the System shall allow for the following functions:					
	C.30	a. All access back-end data shall map and migrate over to new application. b. There shall be a transfer of all fields to the new application as it is user created. c. There shall be an initial migration for UAT and data validation; then, at go live, the System shall upload the delta filed/data.		**30**	

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
		d. The System shall allow for a manual push. e. The System shall provide for connection to State network for reporting purposes. f. The System shall provide for User Log-in Security. i. The System shall support unique user identification. ii. The formats and requirements for User ID and account passwords will be configurable to meet State of Tennessee security regulations. iii. The System shall provide the ability for a user to reset forgotten password. iv. The System shall provide the ability to automatically log off users after a configurable inactivity period.			
System Requirements. Provide a narrative demonstrating how the System will provide for and manage the System requirements. The System shall maintain, at a minimum, the following system requirements:					
	C.31.	a. Cloud Hosting, which integrates with the State's Active Directory for approximately 150 users. b. Data Requirements, consisting of framework for system operation and tables for essential license management while safeguarding personal identifiable information. c. Performance Requirements, ensuring the System is available 99.9% of the time except for scheduled maintenance as defined by the State and/or Tennessee Department of Commerce and Insurance. d. Audit trail, for changes in the database, including timestamp and user associated with the change. e. Backup and Recovery of the System that adheres to State regulations. f. Date and Time Synchronization, which supports multiple time zones.		**30**	

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**
The Solicitation Coordinator will use this sum and the formula below to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.				**Total Raw Weighted Score:** *(sum of Raw Weighted Scores above)*	
Total Raw Weighted Score / **Maximum Possible Raw Weighted Score** *(i.e., 5 x the sum of item weights above)*				**X 50** *(maximum possible score)* **= SCORE:**	
State Use – Evaluator Identification:					
State Use – Solicitation Coordinator Signature, Printed Name & Date:					

TECHNICAL RESPONSE & 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 oral presentation or field test 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:			
Oral Presentation Items	**Item Score**	**Evaluation Factor**	**Raw Weighted Score**
D.1. **Introduction**. Please provide an introduction of your company background information, and if applicable, please include a description of projects completed in similar scope and size.		**1**	
D.2. **Manufactured Housing Decals**. Please demonstrate how the System manages issuing manufactured housing decals.			
D.2.a. County Clerk Assignment and License Issuance. **User Story 1: As a County Clerk (e.g., William "Bill" Carter), I need to manually assign an installation request to the appropriate licensee within my county, so that the correct installer receives the license record and can begin their project.** Demonstration Expectations: • Show how the clerk searches, selects, and assigns a record to a licensee. • Show how all relevant licensee and project details auto-populate upon assignment. • Demonstrate how the System generates an issuance record containing county, license number, issuance date, licensee information, and project details.		**3**	
D.2.b. Licensee Self-Reporting and Compliance Acknowledgment. **User Story 2: As a Licensee/Installer (e.g., Jennifer Hughes), I need to report my installation details and acknowledge compliance with applicable HUD and ANSI standards, so that my work record is complete and ready for inspection.** Demonstration Expectations: • Show how the licensee logs in and submits a completed installation report including project details, serial number, and date of completion.		**3**	

RESPONDENT LEGAL ENTITY NAME:			
• Demonstrate upload of supporting documentation, site notes, and photos. • Demonstrate compliance acknowledgment for HUD 3280–3285 and ANSI A225.1. • Show how submission triggers notifications to the clerk and inspector.			
D.2.c. Inspector Assignment and Onsite Inspection. **User Story 3: As a Regional Inspector (e.g., Carl Jennings), I need to receive and review assigned installation reports and conduct onsite inspections, so that I can verify compliance and record inspection results in the field.** Demonstration Expectations: • Show automatic routing of reports to inspectors based on regional assignments. • Demonstrate mobile or web-based inspection entry, photo upload, and offline capabilities. • Show how inspection results trigger licensee notifications and update System records.		**3**	
D.2.d. Program Tracking, POCA Management, and Notifications. **User Story 4: As a Program Administrator, I need to set and monitor key dates such as inspection deadlines, POCA timelines, and extensions, so that all compliance activities remain on schedule and late actions are flagged automatically.** Demonstration Expectations: • Show dashboards or tools for tracking ISH POCA and regular POCA due dates. • Demonstrate automatic flagging of late POCA items and notifications to licensees. • Show issuance of POCA Past Due notices and escalation into formal complaints with full case history.		**3**	
D.2.e. Decal Tracking and Data Reporting **User Story 5: As a Program Analyst, I need to track decals and generate reports on licensee activity, inspection outcomes, and regional performance, so that I can evaluate trends, ensure accountability, and provide management with accurate data.** Demonstration Expectations: • Show decal tracking interface and relevant data fields. • Demonstrate report generation by county, licensee status, and installation counts. • Show customization and export options for dashboards and reports.		**3**	

RESPONDENT LEGAL ENTITY NAME:			
D.3. **Codes Enforcement**. Please demonstrate how the System manages plans review and inspections for the Codes Enforcement division.			
D.3.a. Show a sample plan review application, uploading plans, and payment. **User Story 6: As Mike Sullivan, a project architect, I want to complete a plan review application, upload my plans, and pay online so that my project can enter the review queue without visiting the office or mailing documents**. Acceptance Criteria: • User can open and fill out a plan review application. • User can upload multiple plan files and attachments. • System accepts secure online payment and issues a receipt. • Confirmation email or portal message confirms successful submission.		**5**	
D.3.b. Show a sample of filling out an inspection report form and submission into the System. **User Story 7: As James Jordan, a codes inspector, I want to fill out and submit an inspection report form digitally so that inspection data and photos are automatically stored and accessible to applicants in real time.** Acceptance Criteria: • User can access and complete an inspection form from a device. • Fields include inspection type, results, notes, and photo uploads or other attachments. • Form can be saved and submitted directly to the customer and into the System. • Submitted reports are viewable by authorized users (e.g., applicants).		**5**	
D.3.c. Show a sample search for files, such as all as all documents for a building address. **User Story 8: As Maria Maloney, an ASA 2 (administrative services assistant) , I want to search for all documents tied to a building address so that I can quickly locate project history and share information with customers.** Acceptance Criteria • User can search by building address, permit number, or applicant name. • System returns all relevant files linked to the address. • Results can be filtered by date, document type, or project. • Files can be viewed, downloaded, or shared securely		**5**	

RFP ATTACHMENT 6.2. — SECTION D (continued)

RESPONDENT LEGAL ENTITY NAME:			
D.4. **Roadmap and Best-in-class Features.** Present a defined roadmap for evolution and improvement of the System being proposed.		**3**	
Total Raw Weighted Score *(sum of Raw Weighted Scores above)*: The Solicitation 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.			
total raw weighted score / **maximum possible raw weighted score** *(i.e., 5 x the sum of item weights above)*	**X 10** *(maximum section score)*	**= SCORE:**	
State Use – Evaluator Identification:			
State Use – Solicitation Coordinator Signature, Printed Name & Date:			

COST PROPOSAL & SCORING GUIDE

NOTICE: SEE SEPARATE EXCEL SPREADSHEET – RFP 33501-262529 Cost Proposal Spreadsheet

REFERENCE QUESTIONNAIRE

The standard reference questionnaire provided on the following pages of this attachment should be used and 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 three (3) different persons who are not current State employees for projects similar in size and scope to the goods or services sought under this RFP.
- Respondents may provide references that represent active, current contracts or contracts completed within the last five (5) years.
- The individual providing a reference shall not be a current State employee.
- Obtain and submit the completed reference questionnaires following one of the two processes described below:

Option #1 – Written References:

(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 a 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.

Option #2 - Emailed References:

(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 **# 33501-262529**".

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 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 # 33501-262529 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:

  Jordan T. Jackson
  Email Jordan.T.Jackson@tn.gov

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(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: _____

SYSTEM REQUIREMENTS MATRIX

NOTICE: SEE SEPARATE EXCEL SPREADSHEET – RFP 33501-262529 SYSTEM REQUIRMENTS MATRIX

RFP ATTACHMENT 6.6.

SCORE SUMMARY MATRIX

	RESPONDENT NAME		*RESPONDENT NAME*		*RESPONDENT NAME*	
GENERAL QUALIFICATIONS & EXPERIENCE (maximum: 10)						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
	AVERAGE:		**AVERAGE:**		**AVERAGE:**	
TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH (maximum: 50)						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
	AVERAGE:		**AVERAGE:**		**AVERAGE:**	
ORAL PRESENTATION (maximum: 10)						
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 ATTACHMENT 6.7.

RFP # 33501-262529 *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 the development, the implementation, and three (3) years of annual maintenance of a Software as a Service (SaaS), custom-off-the-shelf (COTS) application with a modern platform and user interface to manage the State's manufactured housing and codes enforcement programs of for the 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. "Credential" – any license, registration, certification, or permit issued by the State.

d. "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 include without limitation 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.

e. "System" – the entire solution which Contractor shall provide under this Contract to execute licensing, enforcement, and inspections, as described in Section A of this Contract. The System comprises three parts:

(1) "Back Office System" – software that provides permitting 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" – a fully automated and integrated inspection solution, that is available offline for State inspectors, and is responsive to various mobile platforms.

f. "State's Active Directory" or "AD" – 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 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 development and maintenance of the 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.

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 finalized and agreed upon in writing by the Parties 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 System in a pre-production environment.
3	**Data Conversion**—Process of converting data from the current system used by the State 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 must 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	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 one hundred eighty days (180) days after the effective date of this Contract.

	qualification area and will result in final documentation.	
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 ninety (90) 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 twelve (12) 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 twelve (12) 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 twelve (12) months after the Effective Date of this Contract, user acceptance testing shall be complete. The State shall have no less than one hundred eighty (180) days to completely test the System.
12	**Production Data Migration—**Final data conversion and migration to production database with minimal downtime of the current system used by the State.	As agreed during the established go-live period.
13	**Go-Live and Support**—On-site implementation and support of the new System.	No more than eighteen (18) months after the Effective Date of this Contract, the System shall go-live.

14	**Support and Maintenance**—of the production and pre-production System as described more fully in this Contract.	Support and maintenance shall be provided throughout the entire Term of this Contract.

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 manufactured housing installation, inspection, decal inventory, and enforcement actions of the State.

A.5. System Enhancements. The Contractor shall ensure the System will be designed and implemented such that it is able to accommodate changes in legal, regulatory, or other requirements, including, but not limited to an increase or decrease in the number of users.

A.6. Hosted Solution Requirements. The Contractor shall develop the Cloud System requirements:

a. Baseline Requirements. 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 Personally Identifiable Information.

b. Description of Capabilities.

(1) Cloud Storage and Management: 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 Environment, User Acceptance Testing Environment, Test Environment, and Main Environment.
(2) Environment: Contractor will designate on which cloud service to host the System. No State data may physically reside outside the US. Contractor must 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 shall also manage the ongoing maintenance and upgrade of these packages.
(4) Database backup: database and configuration data shall be backed up to the cloud storage. Contractor shall keep no fewer than 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 (1) weekly full backup and one (1) 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 a high level of service performance and availability ensuring at least 99.9% 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 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.13. 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; and
    iii. Mobile inspection system.
(11) Installation Tasks: Contractor is responsible for the following installation tasks:
    i. Install all applications described in Section A.6.(c) (10) immediately above;
    ii. Create and configure database instances;
    iii. Create and configure Application server;
    iv. Web server installation and configuration;
    v. Set up VPN connectivity from State site to Cloud System;

vi. Operation system/network related installations. Contractor shall complete 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, and 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 System.

(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 must be available 99.5% of the time except for scheduled downtime. Contractor shall 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. SLAs 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.

(1) Impact: measuring the effect of an incident, problem, or change in business processes. This range includes, but is not limited to:
i. Number of customers/users affected;
ii. Amount of lost revenue or incurred cost; and
iii. Number of systems, services, or modules involved.

(2) 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.

(3) Priority: the intersection between impact and urgency, which will affect the SLAs 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:
i. Blocker;
ii. Critical;
iii. Major;

iv. Medium; and
v. Minor.

Priority	Low (small subset of users)	Mediums (majority of users)	High (all users)
High: critical production business function, product, service, or network is not usable	**Major** *Response*: within three (3) hours of notification of receipt *Status Reporting*: once per business week until resolved *Target Resolution*: within five (5) business days or the next scheduled maintenance period	**Critical** *Response*: within one (1) hour of notification of receipt *Status Reporting*: twice per business day until resolved *Target Resolution*: twenty-four (24) hours	**Blocker** *Response*: within thirty (30) minutes of notification of receipt *Status Reporting*: every two (2) hours until resolved *Target Resolution*: eight (8) hours
Medium: substantial loss of service in a production service. No workaround is available	**Medium** *Response*: within one (1) business day of notification of receipt *Status Reporting*: once per business week until resolved *Target Resolution*: the next scheduled maintenance period	**Medium** *Response*: within one (1) business day of notification of receipt *Status Reporting*: once per business week until resolved *Target Resolution*: the next scheduled maintenance period	**Critical** *Response*: within one (1) hour of notification of receipt *Status Reporting*: twice per business day until resolved *Target Resolution*: twenty-four (24) hours
Low: component or workflow is not functional, alternative method of performing function is available, non-production system issues	**Minor** *Response*: within two (2) business days of notification of receipt *Status Reporting*: once per business week until resolved *Target Resolution*: within three (3) business weeks or the next scheduled maintenance period	**Medium** *Response*: within one (1) business day of notification of receipt *Status Reporting*: once per business week until resolved *Target Resolution*: the next scheduled maintenance period	**Major** *Response*: within three (3) hours of notification of receipt *Status Reporting*: once per business week until resolved *Target Resolution*: within five (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 take one or more of the following actions:

(1) Request an action plan from the Contractor within five (5) business days that outlines 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; and
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:
   1 Be in writing;
   2 Include the Contractor's maintenance ticket number; and
   3 Sent to the Contractor's designated staff member for review and validation.

ii. At no time shall the service credit made to the State by the Contractor for failure to conform with the SLAs included herein result in the aggregate of amount of such compensation exceeding 100% of the monthly hosting amount.

A.7. Payment Collection Functionality.

a. The System shall include payment collection functionality and shall be capable of integrating with the State's designated merchant services provider (State MSP). The Contractor shall work with the State MSP to configure, integrate, and test such functionality. The integration shall enable the State MSP to process all authorized transaction fee charges and to settle all resulting funds directly to the State. All billing, payment processing, and related functionality must comply with applicable federal and State laws, regulations, policies, security standards, and Payment Card Industry Data Security Standards (PCI-DSS).

b. The System shall be designed to support a transaction-based service structure, under which System fees set by the State are assessed on a per-transaction basis. All transaction-based Portal fees shall be assessed, collected, and settled directly to the State. All System transaction fee processing shall be conducted through the State's statewide merchant services provider.

A.8. Tennessee Information Resources Architecture. The Contractor shall provide the System 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.9. 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. Starting from the Effective Date, System support shall continue as long as all maintenance fees are paid when due.

b. The Contractor agrees 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.13.

A.10. 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; and
(5) Contractor's performance relative to implementations, response to service issues, and maintenance of the System.

A.11. The Contractor shall ensure the System is delivered, implemented, tested, and maintained as set forth herein. Regarding functional and technical requirements, the Parties acknowledge 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. There shall be no additional charges to the State for such customization or configuration to meet the requirements of this Contract.

A.12. 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 applicable 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.13 below. These costs vary depending on services provided and will be subject to the provisions of Section A.13. Chargeable services shall 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; or
(10) Review critical errors in the server and System logs to identify source of issue and determine the correct resolution.

A.13. System Documentation. The Contractor shall provide the following Application documentation:

a. User Manual - This manual shall provide complete information and instructions in the day-today, 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.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, as well as a 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 shall be performed at the State's sole discretion as described in Section A.14.a.(4) below. Provide modifications and enhancements, as defined in Section A.14. using the process described below. All such modifications and enhancements shall be developed consistent with, and shall operate with, the implemented System at no loss of function to the existing software. Modifications and enhancements:

i. must 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 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 the services provided and shall be subject to the provisions of Section A.14. 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; and
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, and 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 SLAs described below.

i. 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 (SLAs) 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, in order of highest to lowest priority:
a. Blocker;
b. Critical;
c. Major;
d. Medium; and
e. Minor.

Priority	Low (small subset of users)	Mediums (majority of users)	High (all users)
High: critical production business function, product, service, or network is not usable	**Major** *Response*: within three (3) hours of notification of receipt *Status Reporting*: once per business week until resolved *Target Resolution*: within five (5) business days or the next scheduled maintenance period	**Critical** *Response*: within one (1) hour of notification of receipt *Status Reporting*: twice per business day until resolved *Target Resolution*: twenty-four (24) hours	**Blocker** *Response*: within thirty (30) minutes of notification of receipt *Status Reporting*: every two (2) hours until resolved *Target Resolution*: eight (8) hours
Medium: substantial loss of service in a production service. No workaround is available	**Medium** *Response*: within one (1) business day of notification of receipt *Status Reporting*: once per business week until resolved *Target Resolution*: resolved by the next scheduled maintenance period	**Medium** *Response*: within one (1) business day of notification of receipt *Status Reporting*: once per business week until resolved *Target Resolution*: resolved by the next scheduled maintenance period	**Critical** *Response*: within one (1) hour of notification of receipt *Status Reporting*: twice per business day until resolved *Target Resolution*: twenty-four (24) hours

Low: component or workflow is not functional, alternative method of performing function is available, non-production system issues	**Minor** *Response*: within two (2) business days of notification of receipt *Status Reporting*: once per business week until resolved *Target Resolution*: within three (3) business weeks or the next scheduled maintenance period	**Medium** *Response*: within one (1) business day of notification of receipt *Status Reporting*: once per business week until resolved *Target Resolution*: resolved by the next scheduled maintenance period	**Major** *Response*: within three (3) hours of notification of receipt *Status Reporting*: once per business week until resolved *Target Resolution*: within five (5) business days or the next scheduled maintenance period

ii. Remedies. In the event the Contractor does not meet the target SLAs outlined in this Section, the State may take one or more of the following actions:
   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; and
         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 Contract, result in the aggregate of amount of such compensation exceeding 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.14.:

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 set forth in Section A.14. 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 shall be included in the acquisition cost in the Contract fiscal year in which it was purchased; in subsequent years, the costs shall 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 the signed proposal shall constitute a Change Order between the 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., 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.3., 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.19. 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.20. 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 thirty-six (36) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

B.2. Renewal Options. This Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to two (2) options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

C. PAYMENT TERMS AND CONDITIONS:

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

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

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

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

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

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	YEAR 1	YEAR 2	YEAR 3	Option YEAR 4	Option YEAR 5
Base License Fee (Back-office) for up to one hundred fifty (150) 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
Base License Fee (Online Portal), for up to eight thousand (8,000) users annually to submit transactions, perform self-service tasks, and otherwise access information, 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

Goods or Services Description	YEAR 1	YEAR 2	YEAR 3	Option YEAR 4	Option YEAR 5
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
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
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

c. The Contractor shall be compensated for changes requested and performed pursuant to Contract Section A.14., without a formal amendment of this Contract based upon the payment rates detailed in the schedule below and as agreed pursuant to Section A.14., 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 will 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 second (2nd) anniversary of the Contract Effective Date, the Contractor may request, an 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) the previous year's rates and (b) be less than 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 States Bureau of Labor Statistics, in effect for the immediately preceding calendar year.	

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

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

Tennessee Department of Commerce and Insurance
Attention: Accounts Payable
500 James Robertson Parkway
Nashville, TN 37243
ciaccounts.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: 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:

Kayla Heggie, Director of Business Process Improvement
Tennessee Department of Commerce and Insurance
500 James Robertson Parkway
Davy Crockett Tower, 10th Floor
Nashville, TN 37243-0565
Email Address: Kayla.Heggie@tn.gov
Telephone: 615-961-5699

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 or suspend this Contract upon written notice to the Contractor. The State's exercise of its right to terminate or suspend 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 or suspends 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 or suspension date but shall not be entitled to compensation for any services performed subsequent to termination date or during a period of suspension. Should the State exercise its right to terminate or suspend 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 by submitting to the State a completed Attestation (accessible through the Edison Supplier Portal) and included 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. As applicable, 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- Attestation; Attachment B- Business Requirements, Attachment C-System Requirements Matrix;
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;
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).

2) 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 and employer liability insurance in the amounts required by appropriate state statutes.

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. Cyber Liability Insurance

1) The Contractor shall maintain cyber liability insurance in an amount not less than three million dollars ($3,000,000) per occurrence or claim and five million dollars ($5,000,000) annual aggregate. Such insurance shall be sufficiently broad to respond to the Contractor's duties and obligations under this Contract, and shall include coverage for 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 three million dollars ($3,000,000)
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.

d. Professional Liability Insurance

1) Professional liability insurance shall be written on an occurrence basis or on a claims-made basis. If this coverage is written on a claims-made basis, then:

i. The retroactive date must be shown, and must be on or before the earlier of the Effective Date of the Contract or the beginning of Contract work or provision of goods and services;

ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) full years from the date of the final Contract payment; and

iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date on or prior to the Contract Effective Date, the Contractor must purchase "extended reporting" or "tail coverage" for a minimum of five (5) full years from the date of the final Contract payment.

2) Any professional liability insurance policy shall have a limit not less than one million dollars ($1,000,000) per claim and two million dollars ($2,000,000) in the aggregate; and

3) If the Contract involves the provision of services by medical professionals, a policy limit not less than three million ($3,000,000) per claim and three million dollars ($3,000,000) in the aggregate for medical malpractice insurance.

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.

f. 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.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 the requirements of this Contract and applicable state and federal law. All material, information, and data regardless of form, medium or method of communication, that the Contractor will have access to, acquire, or is provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as "Confidential Information."

The State grants the Contractor a limited license to use the Confidential Information but only to perform its obligations under the Contract. 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 under state or federal law or otherwise authorized in writing by the State. Contractor shall take all necessary steps to safeguard the confidentiality of such Confidential Information in conformance with the requirements of this contract and with applicable state and federal law.

As long as the Contractor maintains State Confidential Information, 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 Tenn. Code Ann. § 12-3-515, shall be a material provision of this Contract. The Contractor acknowledges, understands, and agrees that the inclusion of a term or condition prohibited by Tenn. Code Ann. § 12-3-515, shall be null and void and the Contract shall be enforceable as if the Contract did not contain such term or condition.

D.37. Information Technology Security Requirements (State Data, Audit, and Other Requirements).

a. "State Data" is any and all data that can be accessed, processed, generated, including derivative works, stored, or hosted by the Contractor in performance of this Contract." The Contractor shall protect State Data as follows:

1) The Contractor shall ensure that all State Data is housed in the continental United States, inclusive of backup data. All State Data must remain in the United States, regardless of whether the data is processed, stored, in-transit, or at rest. Access to State Data shall be limited to US-based (onshore) resources only.

All system and application administration must be performed in the continental United States. Configuration or development of software and code is permitted outside of the United States. However, software applications designed, developed, manufactured, or supplied by persons owned or controlled by, or subject to the jurisdiction or direction of, a foreign adversary, which the U.S. Secretary of Commerce acting pursuant to 15 C.F.R. § 7 has defined to include the People's Republic of China, among others are prohibited. Any testing of code outside of the United States must use fake data. A copy of production data may not be transmitted or used outside the United States.

2) The Contractor shall encrypt State Data at rest and in transit using the current version of Federal Information Processing Standard ("FIPS") 140-2 **or** 140-3 (or current applicable version) 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, obtain, or undergo the following third-party information security **[TBD from RFP proposal: certification(s), authorization(s), or examination(s]** for both the Contractor and the Contractor's processing environment containing State Data. The Contractor shall ensure that **[TBD from RFP proposal: each certification, authorization, or examination** remains current and valid throughout the term of the Contract.

[TBD on the Contractor's proposal that identifies at least one of the following options for insertion into D.37.a.(3) above paragraph and the corresponding paragraph provided below.]

i. **ISO/IEC 27001:2022 Certification** – The Contractor and Contractor's processing environment containing State Data shall be currently compliant with the most recent version of the International Organization for Standardization (ISO) and International Electrotechnical Commission (IEC) 27001:2022 standards. Annual surveillance and recertification audits shall be performed by a certification body accredited by the ANSI-ASQ National Accreditation Board (ANAB);

ii. **FedRAMP Authorization** - The Contractor and Contractor's processing environment containing State Data shall maintain an active Federal Risk and Authorization Management Program (FedRAMP) Moderate or higher Authorization to Operate as issued by a federal agency or the FedRAMP Program Management Office;

iii. **GovRAMP Authorization** - The Contractor and Contractor's processing environment containing State Data shall maintain authorization by the Government Risk and Authorization Management Program (GovRAMP) and undergo an annual audit performed by a GovRAMP-approved Third Party Assessment Organization (3PAO);

iv. **SOC 2 Type II Examination** - The Contractor and Contractor's processing environment containing State Data shall be subject to an annual engagement by a CPA firm in accordance with the standards of the American Institute of Certified Public Accountants (AICPA) for a System and Organization Controls for service organizations (SOC) Type II examination that includes the Security, Availability, and Confidentiality Trust Services Criteria;

4) Upon request by the State or the Comptroller of the Treasury, and within thirty (30) days of completion or receipt of **[TBD from RFP proposal**: **any certification, authorization, or examination]** required under Contract Section D.37.a.(3) the Contractor shall provide the State or the Comptroller of the Treasury with the following documentation and deliverables. The Contractor shall ensure that all documentation remains current, complete, and accurate throughout the term of the Contract.

[TBD on the Contractor's proposal that identifies at least one of the following options for insertion into D.37.a.(4) above paragraph and the corresponding paragraph provided below.]

i. ISO/IEC 27001:2002 Certification

1. The ISO/IEC 27001:2022 assessment report in its entirety;
2. The certification letter issued by the accredited certification body;
3. The Statement of Applicability (SOA) in its entirety, including specific clauses, control categories, control objectives, and implemented controls;
4. A written disclosure and rationale for all controls listed as "excluded" in the SOA; and
5. Evidence that annual surveillance and recertification audits were

performed by a certification body accredited by the ANSI-ASQ National Accreditation Board.

ii. **FedRAMP Authorization**

1) The FedRAMP Authorization Letter (Authorization to Operate);
2) The System Security Plan in its entirety;
3) The Security Assessment Plan;
4) The Security Assessment Report in its entirety prepared by the FedRAMP-approved Third-Party Assessment Organization; and
5) The current Plan of Action and Milestones documenting all known control weaknesses and remediation status, which the Contractor shall maintain or cause to maintain in a current and accurate state throughout the term of the Contract.

iii. GovRAMP Authorization

1) The GovRAMP Authorization Letter or equivalent documentation issued by the GovRAMP Program Office;
2) The System Security Plan in its entirety;
3) The Security Assessment Plan;
4) The Security Assessment Report in its entirety prepared by the GovRAMP-approved Third-Party Assessment Organization; and
5) The current Plan of Action and Milestones documenting all known control weaknesses and remediation status, which the Contractor shall maintain or cause to maintain in a current and accurate state throughout the term of the Contract.

iv. SOC 2 Type II Examination

1) The SOC 2 Type II examination report in its entirety;
2) A corrective action plan describing each identified deficiency, planned remediation steps, and anticipated completion dates; and
3) If any SOC examination report for the Contractor or any Subcontractor supporting this Contract includes a modified opinion, meaning the opinion is qualified, adverse, or disclaimed, the Contractor shall notify the State of the modified opinion within thirty (30) days of receipt and provide the Contractor's plan of corrective action.

Upon request by the State or the Comptroller of the Treasury, the Contractor shall also provide current Subcontractor certifications, reports, and related deliverables pertaining to services provided under this Contract within thirty (30) days. If any certification, authorization, examination, or assessment required under this Contract for any Subcontractor supporting this Contract lapses, expires, is suspended, or is revoked, the Housing Codes-Final Contractor shall notify the State in writing within five (5) business days of learning of the status change and provide: (i) the effective date and reason; (ii) the services and State Data affected; and (iii) the Contractor's corrective action plan and interim risk mitigations.

No additional funding shall be allocated for these examinations as they are included in the Maximum Liability of this Contract.

5) The Contractor must annually perform Penetration Tests and Vulnerability Assessments against its Processing Environment per the NIST 800-115 definition. "Processing Environment" shall mean the combination of software and hardware on which the Application runs. "Application" shall mean the computer code that supports and accomplishes the State's requirements as set forth in this Contract. "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. The Contractor shall provide a letter of attestation on its processing environment that penetration tests and vulnerability assessments has been performed on an annual basis and taken corrective action to evaluate and address any findings.

In the event of an unauthorized disclosure or unauthorized access to State Data, the State Strategic Technology Solutions (STS) Security Incident Response Team (SIRT) must be notified and engaged by calling the State Customer Care Center (CCC) at 615-741-1001. Any such event must be reported by the Contractor within twenty-four (24) hours after the unauthorized disclosure has come to the attention of the Contractor.

6) If a breach has been confirmed a fully un-modified third-party forensics report must be supplied to the State and through the STS SIRT. This report must include indicators of compromise (IOCs) as well as plan of actions for remediation and restoration. Contractor shall take all necessary measures to halt any further Unauthorized Disclosures.

7) Upon State request, the Contractor shall provide a copy of all State Data it holds. The Contractor shall provide such data on media and in a format determined by the State

8) Upon termination of this Contract and in consultation with the State, the Contractor shall destroy, and ensure all subcontractors shall destroy, all 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.

9) The Contractor shall be certified to host Payment Card Industry (PCI) data in accordance with the current version of PCI DSS (Data Security Standard), maintained by the PCI Security Standards Council.

b. Minimum Requirements

1) The Contractor shall implement and maintain privacy and security controls that follow the guidelines set forth in NIST 800-53, "Security and Privacy Controls for Federal Information Systems and Organizations," as amended from time to time. The Contractor shall meet annually, or as otherwise agreed, with the State to review the implementation of this Section. Upon request from the State or the Comptroller of the Treasury, the Contractor must provide the State or the Comptroller of the Treasury with a System Security Plan that describes how the Contractor implemented privacy and security controls within NIST 800-53.

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 always fully compatible with current versions of the Operating System and Application to ensure

that security vulnerabilities are not introduced.

4) In the event of drive/media failure, if the drive/media is replaced, it remains with the State and it is the State's responsibility to destroy the drive/media, or the Contractor shall provide written confirmation of the sanitization/destruction of data according to NIST 800-88.

c. Comptroller Audit Requirements.

Upon reasonable notice and at any reasonable time, the Contractor agrees to allow the Comptroller of the Treasury, or the Comptroller's duly appointed representatives, to perform information technology control audits of the Contractor's information technology hosting and processing environment used by the Contractor to provide services under this Contract. The audit may evaluate whether the Contractor has implemented appropriate privacy and security controls consistent with NIST Special Publication 800-53, including controls generally classified as general controls and application controls. The audit may also assess whether those controls are designed and operating effectively and whether the Contractor is complying with applicable policies, laws, and regulations.

For purposes of this section:

General Controls are policies, procedures, and technical mechanisms that support the overall operation and integrity of information systems and applications, including areas such as access security, change management, system development, backup and recovery, and system maintenance.

Application Controls are the automated or manual controls built into specific applications to ensure the completeness, accuracy, authorization, and validity of data and transactions processed by those applications.

The audit may include, but is not limited to:

1) Review and evaluation of independent assurance deliverables required under Contract Section D.37.a.(4) to determine whether the Contractor's or Subcontractor's control environment and related safeguards are designed and operating effectively;
2) Review of documentation describing the Contractor's information technology control environment, policies, and procedures;
3) Interviews with technical and management personnel responsible for implementing, monitoring, and maintaining information technology controls;
4) Inspection of technical, administrative, or physical controls implemented to protect State Data and support service delivery under this Contract;
5) Review of relevant transaction logs, audit trails, vulnerability scans, or other supporting evidence necessary to verify compliance with applicable control requirements; and
6) Performance of other audit procedures deemed necessary by the Comptroller of the Treasury to verify compliance with applicable federal or state laws, regulations, or policies, or to assess the adequacy and effectiveness of the Contractor's control environment.

The Contractor shall ensure that its Subcontractors cooperate and provide reasonable access to information or personnel necessary for the audit to the extent such information pertains to the services provided under this Contract.

The Contractor must have a process for correcting control deficiencies that were identified in the Comptroller of the Treasury's information technology audit. For any audit issues identified,

the Contractor shall submit a corrective action plan to the Comptroller of the Treasury which addresses the actions taken, or to be taken, and the anticipated completion date in response to each of the audit issues and related recommendations of the Comptroller of the Treasury. The corrective action plan shall be provided to the Comptroller of the Treasury upon request from the Comptroller of the Treasury and within 30 days from the issuance of the audit report or communication of the audit issues and recommendations. Upon request from the Comptroller of the Treasury, the Contractor shall provide documentation and evidence that the audit issues were corrected.

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

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. 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.3. 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.4. 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.5. 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.6. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible personal property furnished by the State for the Contractor's use under this Contract. Upon termination of this Contract, all property furnished by the State shall be returned to the State in the same condition as when received, less ordinary wear and tear. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the fair market value of the property at the time of loss.

E.7. 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.8. 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.9. 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.10. Extraneous Terms and Conditions. Contractor shall fill all orders submitted by the State under this Contract. No purchase order, invoice, or other documents associated with any sales, orders, or supply of any good or service under this Contract shall contain any terms or conditions other than as set forth in the Contract. Any such extraneous terms and conditions shall be void, invalid and unenforceable against the State. Any refusal by Contractor to supply any goods or services under this Contract conditioned upon the State submitting to any extraneous terms and conditions shall be a material breach of the Contract and constitute an act of bad faith by Contractor.

E.11. Americans with Disabilities Act. The Contractor must comply with the Americans with Disabilities Act (ADA) of 1990, as amended, including implementing regulations codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities," and any other laws or regulations governing the provision of services to persons with a disability, as applicable. For more information, please visit the ADA website: http://www.ada.gov.

E.12. Artificial Intelligence (AI) Use and Compliance Requirements. The Contractor agrees that any product, service, or solution incorporating Artificial Intelligence (AI), including Generative AI (GenAI), procured under this Agreement shall comply fully with the State of Tennessee's Enterprise Artificial Intelligence Policy (Policy 200-POL-007), available at: tn.gov/content/dam/tn/finance/artificial-intelligence/200-POL-007 Enterprise Artificial Intelligence Policy.pdf

The Contractor further agrees to the following:

a. Data Privacy and Security.

Contractor shall not use, access, store, transmit, or process any State Data—including but not limited to confidential, privileged, personally identifiable information (PII), protected health information (PHI), Payment Card Industry (PCI) data, federal tax information (FTI), Centers for Medicare & Medicaid Services (CMS) data, Social Security Administration (SSA) data, Family Education Rights & Privacy Act (FERPA) data, or internal communications—through any AI tools or platforms unless:

1. The AI tool is explicitly approved in writing by the State.
2. The tool is operated within a secure State-controlled or approved environment.

b. Prohibition on Model Training.

Contractor shall not use State Data to train, fine-tune, or otherwise improve AI models, unless expressly authorized in writing by the State and in accordance with Policy 200-POL-007.

c. Transparency and Accountability.

Contractor shall clearly disclose when AI tools are used in providing services or generating content on behalf of the State. Contractor is responsible for the accuracy, reliability, and appropriateness of all AI-generated outputs.

d. Use of Approved Tools Only.

Only State-approved AI platforms, systems, or services may be used in the performance of this contract. Use of public, consumer, or non-State-managed AI platforms (e.g., ChatGPT, Google Gemini, etc.) with State Data is strictly prohibited unless authorized in writing.

e. Ongoing Compliance and Risk Mitigation.

Contractor shall ensure continued compliance with evolving State and federal regulations related to AI. The State reserves the right to audit or review AI usage under this Agreement at any time.

f. Indemnification.

Contractor shall further indemnify and hold harmless the State in accordance with the Hold Harmless section of this Agreement for any unauthorized disclosure, misuse, or compromise of State Data resulting from AI-related processing that violates this Agreement or State policy.

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**

Pro Forma ATTACHMENT A

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

Business Requirements

Section 1 — STS Default Requirements (Items 1–29)

#	Requirement (summarized for TDCI MHCES RFI)
1	Comply with State STS security policies.
2	Provide backup and recovery that adheres to State regulations.
3	Maintain audit trail for all changes, including timestamp and user.
4	Provide an online tool to view audit logs.
5	Maintain history tables that track change information for activity data.
6	Support date/time synchronization across multiple time zones.
7	Encrypt confidential data at rest and in transit using current FIPS 140-3 (or higher).
8	Role-based access control to screens/tables, data elements, functions, documents, or case types.
9	Notify users at least five (5) days prior to password expiration.
10	Security role(s) can manage external user accounts (log out, reset password, disable login).
11	Integrate with Active Directory for internal user authentication.
12	Record unsuccessful logon attempts; support automatic lockout after configured attempts.
13	Auto-deactivate user accounts after administrator-defined inactivity period.
14	Ability to restrict access by IP address.
15	Generate security reports (authorized use, breaches, attempts).
16	Segment user access/roles by section and/or case type.
17	Adhere to all applicable State of TN legal/regulatory standards.
18	Support additional verification (e.g., MFA) for sensitive actions.
19	Work with current versions of major browsers (Edge, Chrome, Firefox, Safari).
20	Mobile-friendly, responsive interface without feature degradation.
21	Add customizable case types, roles, templates/forms, and workflows as needs change.
22	Support State branding.
23	Integrate with Microsoft Office apps; support copy/paste between Office and system modules.
24	Provide open APIs for secure integration with external tools (e.g., CRM/financial).
25	Interface (inbound/outbound) with State ERP.
26	Interface with external systems for validation/auto-population (e-signature, email, etc.).
27	Create custom data feeds using API.
28	Send real-time notifications via O365 and/or email/SMS for key actions/status changes.
29	Full system functionality on mobile devices for on-the-go access.

Section 2 — Security & Dashboards (RFP Document)

Ref ID(s)	Requirement (summarized for TDCI MHCES RFI)
SEC-0010	Comply with State STS security policy.
SEC-0020	Display login warning about access/use of State systems.
SEC-0030	Provide layered application security.
SEC-0040	Encrypt State-defined sensitive data (e.g., passwords).
SEC-0050	Encrypt all transmitted sensitive data.
SEC-0060	Warn users when nearing session timeout.
SEC-0070	Show password-expiration prompts / send pre-expiration notices.

Ref ID(s)	Requirement (summarized for TDCI MHCES RFI)
SEC-0080	Enforce password change on demand.
SEC-0090	Role-based access to specific screens.
SEC-0100	Role-based access to data fields.
SEC-0110	Role-based access at the module level.
SEC-0120	Support enterprise single sign-on (one global ID/password).
SEC-0130	Provide SSL/TLS data access.
SEC-0140	Auto-suspend access for terminated users.
SEC-0150	Prohibit unauthorized downloading of data.
SEC-0160	Provide secure remote access.
SEC-0170	Secure software/network connections in hosting services.
SEC-0180	Perform periodic and emergency vulnerability scans.
ATR-0010	Maintain audit trail of all user access/updates with date/time and location.
ATR-0020	Authorized staff can view audit logs and security reports.
ATR-0030	Log all unsuccessful logons (user ID, date, time).
ATR-0040	Log all successful logons (user ID, date, time).
ATR-0050	Record access audit trail (user ID, timestamp, record IDs).
ATR-0060	Audit trail of user activity including before/after values for updates.
ATR-0070	Dispose of retired elements (logs, configs, property files).
ATR-0080	Provide SLA performance information to State audit designees.
BRR-0010–0070	Backup/recovery compliant with State regs; regular full backups; DR with annual restore tests; redundant solution for business continuity; off-site backups to State-approved facilities; primary + redundant backups at separate secured locations; secure storage of all State DBs/environments/backups.
DSR-0010–0020	Support multiple time zones; display time based on user's physical location.
PR0-RP-0010	Provide user-friendly report generator (GUI).
PR0-RP-0020	Menu-driven report creation.
PR0-RP-0030	Allow updates to user-developed reports.
PR0-RP-0040	Report-writer support for SQL.
PR0-RP-0050	Let users change report column headings.
PR0-RP-0060	Make user-defined tables available to the report engine.
PR0-RP-0070	Optimize data for reporting (e.g., OLAP or agreed DB) with at least daily refresh from transactional system.
PR0-RP-0080	Support State's connection to external analysis tools for dashboards/analytics.
REP-0010–0060	Provide robust report selection criteria (equal to, negative, Boolean, ranges) and allow online viewing.
DAR-0190	Allow secure SQL/REST connections from State systems to a reporting database (per State security policy).

ATTACHMENT C

Placeholder for Awarded Respondent's completed System Requirements Matrix as required in RFP Attachment 6.2. – Section A - Item