**STATE OF TENNESSEE**
**DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT**

# REQUEST FOR PROPOSALS # 33701-61621 AMENDMENT # 2 FOR UNEMPLOYMENT INSURANCE BENEFITS SYSTEM

DATE:  February 1, 2022

**RFP # 33701-61621 IS AMENDED AS FOLLOWS:**

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

| EVENT | TIME (central time zone) | DATE |
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| 1. RFP Issued | | December 9, 2021 |
| 2. Disability Accommodation Request Deadline | 2:00 p.m. | December 14, 2021 |
| 3. Pre-response Conference | 9:00 a.m. | December 15, 2021 |
| 4. Notice of Intent to Respond Deadline | 2:00 p.m. | December 17, 2021 |
| 5. Written "Questions & Comments" Deadline | 2:00 p.m. | December 22, 2021 |
| 6. State Response to Written "Questions & Comments" | | February 1, 2022 |
| 7. Response Deadline | 2:00 p.m. | February 28, 2022 |
| 8. Schedule of Respondent Oral Presentations | | April 4, 2022 |
| 9. Respondent Oral Presentations | | April 6 – 12, 2022 |
| 10. State Completion of Technical Response Evaluations | | April 13, 2022 |
| 11. State Opening & Scoring of Cost Proposals | 2:00 p.m. | April 14, 2022 |
| 12. Negotiations (Optional) | | April 15 – April 27, 2022 |
| 13. State Notice of Intent to Award Released and RFP Files Opened for Public Inspection | 2:00 p.m. | April 28, 2022 |
| 14. End of Open File Period | | May 5, 2022 |
| 15. State sends contract to Contractor for signature | | May 6, 2022 |

| 16. Contractor Signature Deadline | 2:00 p.m. | ==May 25, 2022== |
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**2. State responses to questions and comments in the table below amend and clarify this RFP.**

Any restatement of RFP text in the Question/Comment column shall <u>NOT</u> be construed as a change in the actual wording of the RFP document.

| Question # | Question Location | Question | State's Response |
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| 1 | General | Can companies from outside the USA apply for this? (ex. India or Canada) | No. |
| 2 | General | Do Respondents need to come over there for meetings? | The pre-response conference and oral presentations for this RFP are held virtually. The Contract awardee must be able to attend meetings in person at the State's discretion during the contract term. |
| 3 | General | Can Respondents perform the tasks related to the RFP outside the USA? | No. Please see RFP attachment 6.6. Pro Forma Contract Section A.6.4. |
| 4 | RFP Section 3.2. | Can we submit the proposals via email? | Yes. This submission option has been added to RFP Release #2. |
| 5 | RFP Attachment 6.2. Section C and RFP Attachment 6.6. Pro Forma Contract Attachment E | The Item References in RFP Attachment 6.2 – Section C do not match the RFP References in Attachment E. Please advise which numbering we should follow.<br><br>For example Section C lists C.12. Data Availability whereas Attachment E lists C.10. Data Availability. | Please see RFP Release #2. |
| 6 | General | Has funding been secured for this procurement? | Yes. |
| 7 | RFP Attachment 6.6. Pro Forma Contract Section B | Does the State expect this contract to utilize the available contract renewals, or will it likely be rebid after the initial contract duration? | Contract renewals are exercised at the State's discretion. |

| 8 | RFP Mandatory Section A, Item A.4. | "Provide a written attestation that the Respondent has successfully completed at least one (1) large scale design, development, and implementation project for a system similar to the UI Benefits Management System described in this RFP."<br><br>Will team qualifications be accepted in place of company qualifications? | The Respondent may define their experience qualifications in terms of their company, their key personnel, or both. |
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| 9 | RFP Mandatory Section A, Item A.4. | To meet the requirement of the written attestation, can you please clarify what you mean by a "system similar" to the UI Benefits Management System. Does this need to be a UI System or are other types of Claim/Benefit Systems acceptable? | A.4. requires a previous system with claim and benefit functionality. It does not require UI-specific functionality. |
| 10 | RFP Mandatory Section A.4.e. | Would the State accept a relevant, equivalent citation from a private sector, commercial client that demonstrates scale and similar functional business use? | The State seeks public sector experience, but the Respondent may use private experience as part of their qualifications. |
| 11 | RFP Mandatory Section A.4.b. and A.4.c. | Given the State appears to be looking for new solution models in the market, would the State accept a newer credential, not yet completed? | The Respondent may propose new or alternative solutions, however, the Respondent should otherwise meet the requirements of A.4. |
| 12 | RFP Mandatory Section A.4. | Our firm has multiple state department of labor clients and are currently implementing UI benefits systems for 2 state clients. The dedicated project team that we would propose including the project manager, subject matter experts, technical architecture management, and software development staff have significant experience implementing successful UI benefits systems in multiple states over the last 17 years.<br><br>However, we may not meet requirement A.4. as it is currently written. Will the state consider evaluating the experience of the proposed staff that will deliver the solution to determine if this experience meets the criteria in section A.4.? | The Respondent may define their experience qualifications in terms of their company, their key personnel, or both. |

| 13 | RFP Mandatory Section A.4. | Can agency clarify whether claims and benefit experience in Child Welfare can be considered as part of Prime qualification to bid? | A.4. requires a previous system with claim and benefit functionality. It does not require UI-specific functionality. |
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| 14 | RFP Section 1.1.4. | "1.1.4. The Contractor shall complete all design, development, and implementation work within an initial twenty-four (24) month period. After the system has been implemented and is considered operational, the Contractor shall provide for a post-implementation period of an additional twelve (12) months, focusing on error correction, stabilization, and additional training and support while the State prepares to take over long-term maintenance and operations. The State reserves the right to execute up to four (4) renewal options for maintenance under the same terms and conditions for a period not to exceed twelve (12) months each. The total Contract Term shall not exceed eighty-four (84) months."<br><br>The State has prescribed a 24-month period of performance: is the State open to a contractor-defined roadmap and period of performance to complete all design, development, and implementation work? | Respondent proposals shall be submitted exactly as required. If a Respondent fails to submit a proposal exactly as required by the RFP, the State may deem the response to be non-responsive and reject it. |
| 15 | RFP Attachment 6.6. Pro Forma Contract Section A.45. | We use commercially reasonable efforts to make on-demand services available to our customers 24/7, except for planned downtime, for which we give customers prior notice, and force majeure events.<br><br>Can your organization please adjust this requirement and specify that the SLA requirements can be negotiated based on the Service provider chosen? | If the Respondent's solution or methodology differs from currently proposed contract language, the Respondent may suggest their alternative as part of RFP General Qualifications & Experience Item B.19. |
| 16 | RFP Attachment 6.6. Pro Forma Contract Section E.22.a.6. | For our solution, physical media is not destroyed upon termination of contract due to the shared nature of the drives. The data can be securely deleted, but media will remain intact. Can the government confirm if this will be sufficient to meet this requirement? | If the Respondent's solution or methodology differs from currently proposed contract language, the Respondent may suggest their alternative as part of RFP General Qualifications & Experience Item B.19. However, all proposed media sanitization methods must comply with NIST Special Publication 800-88. |

| 17 | RFP Attachment 6.6. Pro Forma Contract Section E.23. | For PaaS/SaaS solutions, a Cloud Services Provider (CSP) would be responsible for maintaining access in terms of performance and availability to your organization's data. Your organization's data would be owned by your organization. Your organization would have access to its data and metadata, but not any of the PaaS/SaaS solution source code. Your organization would have full rights to extract their data at any time during the subscription service. However, PaaS/SaaS CSP does not typically offer system source code because it is inapplicable to software delivered as a service subscription through a multitenant architecture. While it is possible to provide the source code in an escrow account for a configured solution, the source code would only be able to operate in the CSP's PaaS/SaaS environment. Therefore, can your organization remove the source code requirements? | Current contract language may not apply to all technology types. If the Respondent's solution or methodology differs from currently proposed contract language, the Respondent may suggest their alternative as part of RFP General Qualifications & Experience Item B.19. |
| 18 | RFP Attachment 6.6. Pro Forma Contract Attachment B Section II. Criminal Sanctions | As a multi-tenant cloud service provider, we do not typically offer a Right to Audit clause as part of the base service offering. As a multi-tenant service, compartmentalization is virtual, not physical. Annual site visits can be arranged at your organization's expense, but in consideration of our other customers, random access cannot be permitted. We have third party auditors that inspect and review our security. We undergo annual audits for compliance with additional frameworks such as SSAE 16 SOC 1, SOC 2, SOC 3, ISO 27001, and PCI-DSS Level 1. The results of these audits can be provided to your organization as desired under NDA. Is this acceptable to meeting your organization's requirements? | If the Respondent's solution or methodology differs from currently proposed contract language, the Respondent may suggest their alternative as part of RFP General Qualifications & Experience Item B.19. However, it should be noted the State cannot consider changes involving FEDRAMP or SOC 2 requirements or separate charges to the State for audits or inspections.. Please make clear how any proposed alterations maintain compliance.  The State cannot accept inclusion of an NDA requirement as a stipulation for the State to have the right to audit.   However, the State's audit working papers are protected as confidential under TCA 10-7-504(a)(22). |

| 19 | RFP Attachment 6.6. Pro Forma Contract Attachment C | Our interpretation is that this would primarily apply to the System Integration personnel (its employees and subcontractors) that would be directly performing the solution implementation services.<br><br>Would your organization be willing to make an adjustment to the breach liability and related costs to allow for negotiation of these requirements to refine the parameters, guidelines, and associated costs? | The Respondent may propose changes to this section under RFP General Qualifications & Experience Item B.19. |
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| 20 | RFP Attachment 6.6. Pro Forma Contract Section A.4.t.. | Cloud based solutions are generally not 100% 508 and/or WCAG compliant out-of-the-box. The Cloud Service Provider's (CSP's) SaaS/PaaS solutions can be configured and customized by the CSP's customers and partners. Customizations can include user interface components, forms, navigation, color selections, embedded videos, tags, labels, and images. Due to this fact, CSP cannot ensure 100% accessibility of the final solution. Will your organization accept accessibility status as detailed in a VPAT and evaluate overall accessibility capabilities based on final solution design, implementation, and customizations? | The State considers VPAT sufficient. The Respondent should demonstrate how their proposed solution meets requirements. |
| 21 | RFP Attachment 6.6. Pro Forma Contract Section A.41.b. | Does your organization anticipate storing CJI data as a part of the cloud-based solution?<br><br>Can a solution be proposed whereby CJI data lives in an on-premise solution at a data center and is integrated with the cloud-based solution being proposed using tokenization to ensure Cloud Service Provider (CSP) personnel have no access to the CJI data? With this approach, CJI data would not be stored in a cloud database but would provide a pointer from a cloud database to the CJI data stored in the data center enabling your organization users to securely access that data.<br><br>We further assume that the CSP will not need to comply with the CJIS compliance requirements. Please confirm. | The State does not anticipate the use of CJIS data. |

| 22 | RFP Attachment 6.6. Pro Forma Contract Section A.44.a.i. | The Cloud Service Provider (CSP) is providing a cloud-based SaaS solution that will be configured to meet the organization's specific requirements. CSP is not physically delivering software.<br><br>We request that this requirement be modified or removed for cloud-based SaaS solutions. We are happy to discuss further with your organization why the concept, while relevant in traditional on-premise, perpetual license software, does not make sense in a cloud computing model. | Current contract language may not apply to all technology types. If the Respondent's solution or methodology differs from currently proposed contract language, the Respondent may suggest their alternative as part of RFP General Qualifications & Experience Item B.19. |
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| 23 | RFP Section 2. Schedule of Events | Currently, answers to bidder questions are not planned to be available until January 28, 2022. Can the State provide an answer within the next 10 days to provide time to submit a quality proposal? | The State Response to Written Questions & Comments shall be released according to the RFP Schedule of Events. |
| 24 | General | Will the State allow respondents to leverage the NASPO contracting vehicle? | No. |
| 25 | RFP Attachment 6.6. Pro Forma Contract Section A.25. | Has the State considered use of Salesforce and is it currently place anywhere within the state or more specifically at the TN DOL? | Salesforce is a vendor for the State, but not currently for the agency. |
| 26 | RFP Attachment 6.6. Pro Forma Contract Section A.25. | If Salesforce is in place, can you please explain how it is being used, for how long and if any of that system would be related or re-leveraged in any way for the new system being proposed in this RFP? | Salesforce is a vendor for the State, but not currently for the agency. |
| 27 | RFP Attachment 6.6. Pro Forma Contract Section A.22. | Does the State of TN have any preference for the type of tool to be used for design management; and further, can the state please clarify if the expectation is that it is the vendor's exclusive responsibility to provide all PMO tools used in the management of the engagement? | The vendor should expect to provide their standard PMO tools, subject to the State's approval. |

| 28 | RFP Attachment 6.6. Pro Forma Contract Section A.22. | Can the State please explain in detail any functionalities/capabilities or processes currently in place which aid in the detection and management of prevention and/or follow-up with fraudulent UI claims / payments? | The State will provide details about fraud prevention capabilities as part of requirements gathering. |
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| 29 | RFP Attachment 6.6. Pro Forma Contract Attachment E C.27.76. | Is the State interested in having more robust UI Fraud capabilities in place than what it may currently have in place today? | The State seeks a solution that can adapt as needed to changing methods of fraud detection and prevention. |
| 30 | RFP Attachment 6.6. Pro Forma Contract Section A.25. | Does TN currently leverage a devops process within its release management processes, and is this something TN is interested in leveraging with the system proposed in these RFP requirements (as this is how this requirement is portrayed)? | The State utilizes DevOps processes. |
| 31 | RFP Attachment 6.6. Pro Forma Contract Section A.30. | Can you provide a breakdown of the volumes, sizes and type of data which is in scope as part of the Data Migration section of the RFP, as well, what systems this data comes from? | The current database contains 2.5 TB of data and 14 TB of documents and images. While these are the approximate totals, the State does not intend all data to be migrated. |
| 32 | RFP Attachment 6.6. Pro Forma Contract Attachment E C.11.13. | Can the State please describe the requirement in more detail? | The solution should provide the ability to save/store recordings and associate them to specific case files. This is most commonly utilized for appeal hearings. |
| 33 | RFP Attachment 6.6. Pro Forma Contract Attachment E C.14.22-26. | Is the State requesting vendors to confirm that we can integrate with existing solution(s)? Or does the State intend for vendors to provide the data capture solution to meet OCR, OMR, DIU, ICR requirements? | The State has existing solutions for integration, but would be interested in a solution that can provide native recording/capturing. |
| 34 | RFP Attachment 6.6. Pro Forma Contract Attachment E C.69.23. | Can the State clarify what business intelligence tool is leveraged? | Examples of currently utilized tools include Tableau, SSRS and Power BI. |
| 35 | RFP Attachment 6.6. Pro Forma Contract Section A.39.c. | c. System operation including: seeking technical help (application and equipment assistance).<br><br>Can we get clarification on what the requirement is? | Training curricula and materials should detail the process by which users can obtain technical assistance for application and equipment issues. |

| 36 | RFP Attachment 6.6. Pro Forma Contract Section A.40. | Prior to Contract turnover, the Contractor shall conduct any additional knowledge transfer activities to ensure that the State can take over its maintenance and operations responsibilities when the turnover is complete.

Does this statement imply the State will assume/perform ALL hosting activities for the solution when the contract expires? | The State is currently developing its own cloud infrastructure. The State will review its long-term hosting options with the vendor prior to the completion of the contract. |
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| 37 | RFP Mandatory Section A, Item A.4. and Section B, Item B.17. | A.4. "Provide a written attestation that the Respondent has successfully completed at least one (1) large scale design, development, and implementation project for a system similar to the UI Benefits Management System described in this RFP."

B.17. "Provide customer references … for projects similar to the goods or services sought under this RFP and which represent….three (3) completed projects."

Can you clarify - A.4. asks for one similar project; B.17. asks for three similar projects? | These should be considered separate requirements. A.4. requests an example project that meets specific criteria. B.17. asks for references from previous projects, but the project criteria listed under A.4. does not apply to B.17. |
| 38 | RFP Attachment 6.6. Pro Forma Contract Section A.26. and E.23. – E.26. | Can you clarify - A.26. says we must provide source code; while E.23. says source code in Escrow. Can you confirm that in the case of a proprietary COTS solution that is sufficient for the States only access to source code to be via Escrow. | Current contract language may not apply to all technology types. If the Respondent's solution or methodology differs from currently proposed contract language, the Respondent may suggest their alternative as part of RFP General Qualifications & Experience Item B.19. |

| 39 | RFP Attachment 6.6. Pro Forma Contract Attachment E | Event 2 references "qualified personnel as specified in Section A.56-58." Section A.58 is "Change Management Process" – please clarify.<br><br>Event 5 references "Maximum Implementation Dates ..as specified in Section A.35." Section A.35 is "OCM Analysis and Communications Management" – please clarify.<br><br>Event 7 references "System Defects covered by the warranty…..as specified in Section A.70" Section A.70 is missing, numbering ends with A.67 – please clarify.<br><br>Event 9 references "System's failure to maintain timely and accurate response times, as specified in  Section A.44"Please clarify exactly where "system response times" are specified in Section A.44.<br><br>Event 12 references "System's failure to …generate reports, according to the Project phases set forth by Section A.27." Section A.27 is "Comprehensive Test Plan" – please clarify.<br><br>Event 13 references "Contractors's failure to develop interface capability….as set forth by Section A.8." Section A.8. is "Collaboration with Other State Parties and Contractors" – please clarify. | Question appears to reference Contract Attachment C. Please see revisions made to Contract Attachment C in RFP Release #2. |
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| 40 | RFP Section 3.2. | We would like to request an extension on both the questions period and proposal due date, due to the holidays. | At this time the State will not be amending the RFP Schedule of Events. |
| 41 | RFP Attachment 6.2 Section D, Oral Presentation | "Demonstrate the Solution and its workflow, including data entry, tracking, documentation, reporting, as well as the process for problem resolution."<br><br>Can the state explain what kind of "problem" they are referencing? | The State seeks to understand how the Respondent's solution resolves an error or exception within the system. |

| 42 | RFP Attachment 6.6. Pro Forma Contract Section A.44 and Section E.5. | Section A.44. and Section E.5. indicates that the State is requiring a "Perpetual License"<br><br>Can the state please confirm that they are NOT willing to accept a Software as a Service model where the license expires when the contract expires. | Current contract language may not apply to all technology types. If the Respondent's solution or methodology differs from currently proposed contract language, the Respondent may suggest their alternative as part of RFP General Qualifications & Experience Item B.19. |
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| 43 | RFP Section 3.2. | Would the State consider electronic delivery of the proposal response due to remote work and COVID concerns? | Yes. This submission option has been added to RFP Release #2. |
| 44 | RFP Attachment 6.6. Pro Forma Contract Section A.6.4. & A.28.e. | Section A.6.4. states the "Contractor shall provide infrastructure required for the System's hosting, operation, and maintenance in a cloud computing environment" while RFP Section A.28.e. states "Work must be performed on State managed infrastructure". Can the State clarify whether cloud managed services will provided by State IT or the vendor? | The State is currently developing its own cloud infrastructure. For the proposed solution, the State seeks to maintain the option for either hosting option. |
| 45 | RFP Attachment 6.6. Pro Forma Contract Section A.17. | The section states "Contractor shall lead and document sessions with the State's small-to-medium enterprises to validate, refine, and document the functional requirements for the System".   Could the State please clarify the requirement to involve states small-to-medium enterprises in this process? | The State expects system development to include input and validation from its state and local partners, as well as third party vendors. |
| 46 | RFP Attachment 6.6. Pro Forma Contract Section A.51. | The section directs vendors to use the State's existing technologies for help desk ticketing and incident management. Could the State share the specific software product(s) being used and any other standard tools that must be used on the project? | Current examples of the State's tools include Zendesk and ServiceNow. |
| 47 | RFP Attachment 6.3. Cost Proposal | The Cost Proposal does not include line items for cloud services, infrastructure and other third-party software required during the design, development and implementation (DDI) and post-implementation work during the initial 36-month period. Could the State clarify whether these costs should be included and if so, where in the Cost Proposal? | Respondents shall include these costs in the provided line items as necessary. |

| 48 | RFP Attachment 6.6. Pro Forma Contract Section A.4.s. | Could the State provide a listing of the federal certification and performance standards the System must comply with? | The State's federal certification and performance standards are listed throughout the RFP and Pro Forma documents. |
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| 49 | RFP Attachment 6.6. Pro Forma Contract Section A.54. | Will the Turnover Plan Execution be invoked through a change order or should vendors include the costs for this activity in their ongoing maintenance costs? | These sections are considered contract requirements and should be included in the cost. |
| 50 | RFP Attachment 6.6. Pro Forma Contract Section D.6. | Will the State revise Section D.6. to read as follows, consistent with State of Tennessee approved alternative language for this clause?  Alternatively, will the State permit reasonable negotiation of this clause?

If a Party ("Breaching Party") fails to properly perform its obligations under this Contract, or if a Party materially violates any terms of this Contract ("Breach Condition"), the other Party ("Non-breaching Party") may provide written notice to the Breaching Party specifying the Breach Condition.  If within thirty (30) days of notice, the Breaching Party has not cured the Breach Condition, the Non-breaching Party may terminate the Contract.  In the event the Non-breaching Party is the State, the State may withhold payments in excess of compensation for completed services or provided goods.  The Breaching Party shall not be relieved of liability to the Non-breaching Party for damages sustained by virtue of any breach of this Contract, and the Non-breaching Party may seek other remedies allowed at law or in equity for breach of this Contract. | Exceptions or changes to Section D of the pro forma contract shall not be considered responsive. |

| 51 | RFP Attachment 6.6. Pro Forma Contract Section D.11. | Will the State revise the last sentence of Section D.11 to read as follows, to allow bidders who are not subject to GAAP to comply?  Alternatively, will the State permit reasonable negotiation of this clause?

The financial statements shall be prepared materially in accordance with generally accepted standard accounting principles and standard accounting procedures and practices consistently applied | Exceptions or changes to Section D of the pro forma contract shall not be considered responsive. |
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| 52 | RFP Attachment 6.6. Pro Forma Contract Section D.18. | Will the State modify Section D.18 as follows?  Alternatively, will the State permit reasonable negotiation of this clause?

a. Will the State change the first sentence of Section D.18 as follows, to better align liability with the project risk profile:

**DELETE** "two (2) times the Maximum Liability amount detailed in Section C.1…"

**REPLACE WITH** "(a) for causes of action accruing during the Project Phases detailed in Section C.3(b)(1) of the Contract, an aggregate of two (2) times the total fees paid and payable to Contractor for such Phases, and (b) for all other causes of action, the aggregate of two (2) times the total Ongoing Maintenance fees paid to Contractor over the 12-month period immediately preceding the date on which the initial cause of action giving rise to the claim first occurred, or $1,000 ,000, whichever is greater", and

b. Will the State add the following sentence to Section D.18, consistent with the same language that was included in Section D.17 relative to the State's limitation of liability:
In no event will the Contractor be liable to the State 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 | Exceptions or changes to Section D of the pro forma contract shall not be considered responsive. |

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| | | 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. | |

| 53 | RFP Attachment 6.6. Pro Forma Contract Section D.19. | Will the State modify the first paragraph of Section D.19 to read as follows? Alternatively, will the State permit reasonable negotiation of this clause?<br><br>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 third party (person, firm, corporation, or other entity) (a) for bodily injury or damage to real or tangible personal property 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, (b) attributable to claims brought against the State by any government entity to the extent resulting from a violation of laws that are applicable to Contractor in its performance of the Services, (c) attributable to claims brought against the State by any employee of Contractor any employment-related payment obligations (including taxes, interest, and penalties arising therefrom) with respect to Contractor's personnel performing the Services, and (d) attributable to claims brought against the State by any of Contractor's subcontractor performing services hereunder for payment of its fees owed to any subcontractors performing a portion of the Services to the extent caused by Contractor's failure to pay such fees in accordance with the terms of the applicable subcontract. | Exceptions or changes to Section D of the pro forma contract shall not be considered responsive. |

| 54 | RFP Attachment 6.6. Pro Forma Contract Section D.32. | 5. Will the State modify Section D.32 as follows? Alternatively, will the State permit reasonable negotiation of this clause to align with the successful offerors insurance policies?<br><br>a. Revise the following sentence in the first paragraph of Section D.32 as follows:<br><br>…All coverage must be on a primary basis and noncontributory, specific to additional insured status, 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 Technology professional liability (errors and omissions)/Cyber liability, and Crime insurance. All policies, except Technology Professional Liability (Errors and Omissions)/Cyber Liability and Crime, 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.<br><br>b. Revise the following sentences in the third paragraph of Section D.32 as follows:<br><br>… Contractor shall provide the COI ten (10) business days prior to the Effective Date and again fifteen (15 ) calendar days before after renewal or replacement of coverage…<br><br>…The State reserves the right to require complete copies theof all required insurance policies, including endorsements. In the event a claim or lawsuit arises out of the Services performed by | Exceptions or changes to Section D of the pro forma contract shall not be considered responsive. |

| | | the Contractor, the Contractor agrees to provide the State with relevant sections of the insurance policies referenced above for their review.  required by these specifications, at any time.

c. Revise the fifth paragraph of Section D.32 as follows:

…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.

d. Revise Section (c)(2) of Section D.32 as follows:

The Contractor shall maintain bodily injury/property damage with a limit not less than one million dollars ($1,000,000) per occurrence accident or combined single limit.

e. Revise Section (d)(1) of Section D.32 as follows:

The Contractor shall maintain technology professional liability (errors & omissions)/cyber liability insurance appropriate to the Contractor's profession in  an amount not less than ten million dollars ($10,000,000) per occurrence or claim and ten million dollars ($10,000,000) annual aggregate, covering all wrongful 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 | |
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| | | 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. The insurance may be included under a Professional Liability coverage form.<br><br>f. Revise Section (d)(2) of Section D.32 as follows:<br><br>Such coverage shall include data breach response expenses, in an amount not less than ten million dollars ($10,000,000) and payable whether incurred by the State or Contractor, including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services and expenses in the performance of services for the State or on behalf of the State hereunder.<br><br>g. Revise the first sentence of Section (e)(2) of Section D.32 as follows:<br><br>Any crime insurance policy shall have a limit not less than one million dollars ($1,000,000) per claimloss and one million dollars ($1,000,000) in the aggregate… | |
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| 55 | RFP Attachment 6.3. Cost Proposal | Vendor understands the State wishes to receive only one cost proposal from a vendor and that the provided template for cost proposal submission must be used. If the vendor solution permits one or more options which may be of interest to the state, but which may impact pricing how should these (or can these) options be presented? | No. Please see RFP Section 3.1.2. A Cost Proposal must be recorded on an exact duplicate of the RFP Attachment 6.3., Cost Proposal & Scoring Guide. |

| 56 | RFP Section 3.2.4. | Will the address provided by the State for response submissions accept Federal Express, UPS or other commercial overnight delivery services deliveries? | Yes. |
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| 57 | RFP Attachment 6.6. Pro Forma Contract Section A.41. | Does the State expect that proposed vendor solutions are compliant with all the Federal requirements listed in this section at the time of award, or can certain compliance factors be achieved over the course of the project, prior to go-live? | Current contract language may not apply to all technology types. The respondent should make clear how their proposed solution achieves compliance requirements. |
| 58 | RFP Attachment 6.6. Pro Forma Contract Section A.41. | In the Federal Requirements and Reviews are there specific clauses within each of the listed laws and standards that the State wishes the vendor to focus upon? | The State must consider each of its federal requirements equally. |
| 59 | RFP Attachment 6.6. Pro Forma Contract Section A.44.4. | If customization requests are required after written acceptance of the completion of the Implementation Phase and which were not in the original RFP, how will system warranty be considered?  Will the warranty period begin after written acceptance - or after the additional scope request is completed? | The State considers the warranty period to begin upon written acceptance. |
| 60 | RFP Attachment 6.6. Pro Forma Contract Section A.60. | Given the State's interest in 'cost-sharing' where available, is the State interested in participating in available consortium arrangements with other States for sharing of federally mandated and other common changes among the State and peer states where the Contractor operates a version of the same application(s) in  use for the State's System? | No. |
| 61 | RFP Attachment 6.3. Cost Proposal | There will be costs for various environments on the cloud and for any 3rd party software during the Implementation phase. Where should these costs be listed in the cost proposal? | Respondents shall include these costs in the provided line items as necessary. |
| 62 | RFP Attachment 6.3. Cost Proposal | Licensure and Ongoing Maintenance Year 1 to Year 5 - should the cost for services, cloud hosting and 3rd party software be all bundled as one cost item per year? | Respondents shall include these costs in the provided line items as necessary. |

| 63 | RFP Attachment 6.3. Cost Proposal | Our understanding is that the Post Implementation Support (for a period of 12 months) will start on Go Live. Should we plan for "Licensure and Ongoing Maintenance Year 1" start after the completion of Post Implementation Support? | While the Post Implementation phase will contain similar maintenance and support activities, it is not considered part of the Ongoing Maintenance phase. |
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| 64 | RFP Attachment 6.3. Cost Proposal | When does Mandatory Optional Support start? Is this in parallel to the Licensure and Ongoing Maintenance Year 1? | Mandatory Operational Support activities should be provided as part of both Post Implementation and Ongoing Maintenance phases. |
| 65 | RFP Attachment 6.3. Cost Proposal | If a phased go live approach is proposed, should the costs for Analysis Phase to Post Implementation Phase be a sum of all phases together? | The Respondent should complete the cost proposal as structured by the State, regardless of their implementation approach. |
| 66 | RFP Section 1.1.4. | This section states four (4) renewal options for maintenance, while the Cost Proposal for place for entering the costs for 5 years. Please confirm if State requires 4 or 5 years of maintenance. | There is the possibility for five (5) total years of Ongoing Maintenance. Year 1 comes standard, with four additional options for renewal. |
| 67 | RFP Attachment 6.6. Pro Forma Contract Section A.4.t. | Which level of section 508 compliance is required - A or AA? | The State requires compliance for both. |
| 68 | RFP Attachment 6.6. Pro Forma Contract Section A.10. | Would the State consider milestone payments aligned to deliverables in lieu of milestone payments by complete phases? | The Cost Proposal shall not be amended at this time. |
| 69 | RFP Attachment 6.6. Pro Forma Contract Section A.44.1.a.iii. | Will the vendor be responsible for all levels of Help Desk Support or will the State manage level one screening of help desk calls? | The Respondent should expect to handle level one screening. |
| 70 | RFP Attachment 6.3. Cost Proposal | It is the vendor's understanding that the cost proposal needs to be filled for services only and that the state will procure 3rd party software licenses and the cloud subscription directly from OEMs/cloud providers. Can you please confirm this understanding? | The State will obtain any additional licenses and subscriptions the Respondent's solution requires. The Respondent should provide a list of any its proposed solution may require as well as the cost for each. |

| 71 | RFP Attachment 6.6. Pro Forma Contract Section A.30. | Please provide the volumetric information of the database to be migrated to the modernized solution. | The current database contains 2.5 TB of data and 14 TB of documents and images. While these are the approximate totals, the State does not expect all data to be migrated. |
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| 72 | RFP Attachment 6.6. Pro Forma Contract Section A.30. | Does state want to migrate legacy images, scanned document also to the modernized system? If yes, please provide the total size, number of records and type of files to be migrated. | The current database contains 2.5 TB of data and 14 TB of documents and images. While these are the approximate totals, the State does not expect all data to be migrated. |
| 73 | RFP Attachment 6.6. Pro Forma Contract Section A.45. | Vendors proposing a cloud solution use commercially reasonable efforts to make on-demand services available to customers 24/7, except for planned downtime, for which the vendor will give customers prior notice, and force majeure events. Can the state consider adjusting this requirement and specify that the SLA requirements can be negotiated based on the Service provider chosen? | If the Respondent's solution or methodology differs from currently proposed contract language, the Respondent may suggest their alternative as part of RFP General Qualifications & Experience Item B.19. |
| 74 | RFP Attachment 6.6. Pro Forma Contract Section E.23. | For proposed solutions offering a PaaS/SaaS solution, the vendor would be responsible for maintaining access in terms of performance and availability to the State's data. The data would be owned by the State. The State would have access to its data and metadata, but not any of the PaaS/SaaS solution source code. The State would have full rights to extract your data at any time during the subscription service. However, with a PaaS/SaaS solution the vendor does not typically offer system source code because it is inapplicable to software delivered as a service subscription through a multitenant architecture. While it is possible to provide the source code in an escrow account for a configured solution, the source code would only be able to operate in the vendor's PaaS/SaaS environment. Would the State be willing to remove the source code requirements? | Current contract language may not apply to all technology types. If the Respondent's solution or methodology differs from currently proposed contract language, the Respondent may suggest their alternative as part of RFP General Qualifications & Experience Item B.19. |

| 75 | RFP Attachment 6.6. Pro Forma Contract Attachment C | Would the State be willing to make an adjustment to the breach liability and related costs to allow for negotiation of these requirements to refine the parameters, guidelines, and associated costs? | The Respondent may propose changes to this section under RFP General Qualifications & Experience Item B.19. However, no changes or redlines shall be accepted for Section D of the pro forma contract. Please see RFP Section B, Item B.19. |
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| 76 | RFP Attachment 6.6. Pro Forma Contract Section A.4.t. | Will the State accept accessibility status as detailed in a VPAT and evaluate overall accessibility capabilities based on final solution design, implementation, and customizations? | The State considers VPAT sufficient. The Respondent should demonstrate how their proposed solution meets requirements. |
| 77 | RFP Attachment 6.6. Pro Forma Contract Section A.41.b. | Does the State anticipate storing CJI data as a part of the cloud-based solution?  Can a solution be proposed whereby CJI data lives in an on-premise solution at a data center and is integrated with a cloud-based solution using tokenization to ensure that vendor personnel have no access to the CJI data? With this approach, CJI data would not be stored in a cloud database but would provide a pointer from a cloud database to the CJI data stored in the data center enabling your organization users to securely access that data. Would this meet your CJIS compliance requirements? | The State does not anticipate the use of CJIS data. |
| 78 | RFP Attachment 6.6. Pro Forma Contract Section A.44.1.a.i. | If the vendor is providing a cloud-based SaaS solution that will be configured to meet the organization's specific requirements, we will not be physically delivering software. We request that this requirement be modified or removed for cloud-based SaaS solutions. Vendor is happy to discuss further with the State why the concept, while relevant in traditional on-premise, perpetual license software, is not relevant in a cloud computing model. | Current contract language may not apply to all technology types. If the Respondent's solution or methodology differs from currently proposed contract language, the Respondent may suggest their alternative as part of RFP General Qualifications & Experience Item B.19. |
| 79 | RFP Attachment 6.6. Pro Forma Contract Attachment E C.14. | Are Tennessee's web design standards publicly available?  If so, can you provide a link for vendor review? | The State does not make its web design information publicly available. |

| 80 | RFP Attachment 6.6. Pro Forma Contract Section A.44.1.a.iii | Can you please clarify below statement : "Provide unlimited help desk and operations support, including ongoing unlimited telephone technical support in problem determination and resolution. | Refer to the requirements listed under Section A.44. The State expects 24/7/365 support. |
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| 81 | RFP Attachment 6.6. Pro Forma Contract Section A.51. | "Utilize current State technologies for help desk ticketing and incident management to the extent practicable, or propose." Can you please clarify the current state technologies for helpdesk ticketing/incident management? | Current examples of the State's tools include Zendesk and ServiceNow. |
| 82 | RFP Attachment 6.6. Pro Forma Contract Attachment E C.13.33. | What does "maintaining security parameters for future activation" mean? | The proposed solution should include the ability to activate additional security measures. |
| 83 | RFP Attachment 6.6. Pro Forma Contract Attachment E C.14.5. | "Long Term Increase in System Utilization"  Is this meant in respect to system utilization parameters? | This refers to the impact of a sustained spike in volume on the solution's system utilization parameters. |
| 84 | RFP Attachment 6.6. Pro Forma Contract Attachment E C.14.28 | Could you please list all of "plug and play functionality" required by the State? | PnP (Plug and Play) functionality should enable the proposed solution to adapt to hardware changes with minimal user intervention. |
| 85 | RFP Section 3.2. | Could you please confirm that a physical paper copy of the Proposal must be submitted and delivered to the CPO along with electronic copies stored on USB drives? | RFP Release #2 now includes the option to submit proposals via email. |
| 86 | RFP Attachment 6.2., Section B, Item B.19. | The RFP, including Section 5.3.5, indicates the State may negotiate terms and conditions. Would that include changes to the Mandatory Terms and Conditions in Section D of the Pro Forma Contract in Attachment 6.6? If so, will the State allow Respondents to redline that Section? | No. Please see the instructions for RFP Attachment 6.2. Section B, Item B.19. |
| 87 | RFP Attachment 6.2., Section B, Item B.19. | Could the State please provide a Word version of the Pro Forma Contract for redline purposes? | Yes. This will be provided with RFP Amendment #1 and RFP Release #2. |

| 88 | RFP Section 3.1.2.1. | Sec. 3.1.2.1. states "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." Where does a respondent state any assumptions supporting it's Cost Proposal? | No assumptions shall be allowed. 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. |
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| 89 | RFP Section 4.8.1. | Does the State have a specific method Respondents should use in order to redact or mark proprietary information consistent with the State's public records laws? | Per Section 3.3 of the RFP, a Response must not restrict the rights of the State. Per Section 4.8 all material submitted to the State in Response to the RFP shall become the property of the State of Tennessee and all records are subject to the Public Records Act of Tennessee. |
| 90 | RFP Attachment 6.2., Section B, Item B.19. | Will any clarifications or exceptions to RFP requirements or provisions accepted by the State be considered a permitted exception to the Statement of Certifications and Assurances? | No. |
| 91 | RFP Section 2.1. | Would the State consider the opportunity for a second round of Questions and Answers or follow-on questions to the responses received here? | Not at this time. |
| 92 | RFP Attachment 6.6. Pro Forma Contract Section D.18. | Given the importance of an industry standard limitation of liability provision to offerors, will the State negotiate limitation of Contractor's liability under Att 6.6, Section D.18? | No. Please see the instructions for RFP Attachment 6.2. Section B, Item B.19. |

3. **Delete RFP # 33701-61621, in its entirety, and replace it with RFP # 33701-61621, Release # 2, attached to this amendment.** Revisions of the original RFP document are emphasized within the new release. Any sentence or paragraph containing revised or new text is highlighted.

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