Division of TennCare

SOLICITATION NOTICE

July 15, 2026

Service Providers:

The State of Tennessee is issuing a solicitation to provide Enterprise Testing Service (ETS) to the State. Please note the following solicitation highlights:

SOLICITATION ID #	**RFP 31865-00651**
Scope of Goods or Service	**Enterprise Testing Service (ETS)**
Procuring State Agency	**Department of Finance and Administration, Division of TennCare**
Response Deadline	**November 3, 2026 at 2:00 p.m.**
Solicitation Coordinator Contact Information	**Mitchell Plumer** **629.237.0722** **Mitchell.D.Plumer@tn.gov**

This solicitation is unique in that it has been identified by the Department of Finance and Administration, Strategic Technology Solutions as containing information that is confidential under Tenn. Code Ann. § 10-7-504(i). Therefore, a non-disclosure agreement must be signed before the solicitation details may be disclosed by the State.

If you are interested in responding to this solicitation, please complete the attached non-disclosure agreement and return it to the Solicitation Coordinator. The above solicitation includes a document on "How to Register to do Business with the State of Tennessee." Please note that it can take approximately 10-14 days to become registered. We appreciate your interest in doing business with the State of Tennessee and hope that you will consider responding to this solicitation.

THE STATE OF TENNESSEE

NONDISCLOSURE AGREEMENT

This Nondisclosure Agreement for (hereinafter referred to as the "Agreement") is effective upon signature by the (Supplier having its principal place of business) at . The Supplier agrees as follows:

1. Materials, records, notes, logs, diagrams, drawings and any other information or records, regardless of form, medium or method of communication, provided to the Supplier by the State or acquired by the Supplier on behalf of the State, as well as all information derived or resulting from merges, matches, or other uses of the information shall be regarded as Confidential State Data. Confidential State Data shall also include, but shall not be limited to:

    (i) electronic information processing systems, telecommunications systems, or other communications systems of the State (collectively, "Government Property");
    (ii) plans, security codes, passwords, combinations, or computer programs used to protect electronic information and Government Property;
    (iii) information that would identify those areas of structural or operational vulnerability that would permit unlawful disruption to, or interference with, the services provided by a governmental entity;
    (iv) information that could be used to disrupt, interfere with, or gain unauthorized access to electronic information or Government Property; and
    (v) the identity of another Supplier providing goods and services to the State that are used to protect electronic information processing systems, telecommunication and other communication systems, data storage systems, government employee information, or information related any person or entity.

2. The Supplier shall safeguard and hold in strict confidence all Confidential State Data and shall not disclose the Confidential State Data to third parties without the written consent of the State. The Supplier shall further restrict disclosure of Confidential State Data to only those employees who have a need to know and who have executed a nondisclosure agreement to protect the Confidential State Data with terms equivalent to this Agreement.

3. Nothing in this Agreement shall permit the Supplier to disclose any Confidential State Data, regardless of whether it has been disclosed or made available to the Supplier due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential State Data shall not be disclosed except as required under state or federal law. To the fullest extent allowable under applicable law or regulation, the Supplier shall promptly notify and provide to the State a reasonable opportunity to oppose any disclosure required under state or federal law.

4. The Supplier acknowledges that Confidential State Data delivered by the State to the Supplier shall be for the purpose of exploration of business opportunities involving the State and the Supplier. No other use of the Confidential State Data is granted without the written consent of the State. In the event the State gives its approval for the Supplier to disclose Confidential State Data to a third party, the Supplier shall ensure that all such disclosures are marked with appropriate legends, the receiving third party

enters into an non-disclosure agreement to protect Confidential State Data with terms as least as protective as those contained this Agreement, and any other conditions reasonably required by the State in order to preserve the confidential nature of the information and the State's rights therein.

5. All obligations set forth under this Agreement shall survive any termination of this Agreement. Upon termination, the Supplier shall promptly destroy all Confidential State Data it holds (including any copies such as backups) in accordance with the current version of National Institute of Standards and Technology Special Publication 800-88.

6. This Agreement shall not be construed as a teaming, joint venture or other such arrangement; rather, the parties hereto expressly agree that this Agreement is for the purpose of protecting Confidential State Data only.

7. If any terms and conditions of this Agreement are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Agreement shall not be affected and shall remain in full force and effect. The terms and conditions of this Agreement are severable.

8. This Agreement 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 Agreement. The Supplier acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Agreement shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 408.

9. Nothing in this Agreement shall be construed to convey to Supplier any right, title or interest or copyright in the Confidential State Data, or any license to use, sell, exploit, copy or further develop the Confidential State Data.

10. This Agreement 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 Agreement may only be modified by a written amendment signed by the Supplier and approved by all applicable State officials.

IN WITNESS WHEREOF, this Agreement has been executed by the Supplier and is effective as of the date signed below:

Supplier Name:

Signature:

Name: _____

Title: _____

Date: _____