



**STATE OF TENNESSEE
TREASURY DEPARTMENT**

**REQUEST FOR PROPOSALS
FOR**

**DATA PROFILING, DATA CLEANSING, AND DATA
MIGRATION TECHNICAL SERVICES TO THE TENNESSEE
CONSOLIDATED RETIREMENT SYSTEM**

RFP # 30901—59824

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1. INTRODUCTION

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

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

1.1. Statement of Procurement Purpose

This Request for Proposal (“RFP”) is issued by the State on behalf of the Tennessee Consolidated Retirement System (TCRS) for the purpose of soliciting proposals from data conversion vendors (singularly referred to as a “Respondent” or collectively referred to as “Respondents”) with extensive experience providing data profiling, cleansing and migration services in the area of Public Sector Pension Administration. The successful Respondent will provide data profiling, data cleansing, and data migration technical services to TCRS in support of the implementation of a new advanced Pension Administration System (PAS).

TCRS has recently embarked on a multi-year project to replace its current PAS with a new and enhanced PAS. The RFP to select a new PAS solution was issued on March 5, 2024, and the State expects to award a contract for the solution in August 2024.

Through this RFP, the State intends to secure a contract with a qualified vendor to provide data profiling, data cleansing, and data migration technical services to TCRS in preparation for the new PAS solution.

This new PAS solution will enable State staff to perform all of their duties associated with pension administration, including, but not limit to: Employer Payroll, Benefit Estimates, Benefit Adjustments, Buybacks (Service Purchases), New Retiree Benefit Set-Up, Annual COLA Processing, Death Processing, Disability Retirement, QDRO Processing, Refunds, Retiree Payroll, Payment Maintenance, Healthcare Premium Deductions, 1099R Processing, Actuarial Extract, Member Statements, General Ledger Processing/Extracts, Interest Posting, Member Counseling, New/Re-hire Member Enrollment, Member Correspondence, Calculating and Processing 415 Capping, and Web-Portal/Self-Service.

As part of the PAS Project, TCRS is seeking an experienced data services contractor to analyze the data, manage the process of correcting data, and prepare and test staging data for the new PAS. The successful respondent will convert the data from legacy sources into either staging tables and/or the format/destination of the new PAS solution vendor’s prescribed format, in coordination with the PAS Vendor’s implementation schedule. The data conversion vendor must be experienced in using automated tools for data analysis, clean-up, and conversion.

1.1.1 Background of TCRS

TCRS is a tax-qualified governmental, multiple-employer public employee retirement system, enacted and administered in accordance with the provisions of Tennessee Code Annotated, Title 8, Chapters 34 – 37. TCRS was created by the Tennessee Legislature in 1972 by combining the administration of seven separate public retirement systems. This merging of administration resulted in TCRS consisting of three major groups with respect to how defined benefit plan liabilities are covered; namely: (1) local governments; (2) Local Education Agencies (LEAs) for K-12 teachers; and (3) the State and higher education. For plan liability purposes, each local government stands on its own; the State is legally responsible for all of its agencies and higher education institutions; and the K-12 Teachers Plan is a cost sharing plan, whereby all assets accumulated in the plan are available to cover the liabilities for all teachers in the plan. These major groups are discussed in more detail below.

Since its creation, TCRS has provided retirement, disability, and survivors' benefits to eligible members, which includes full-time and part-time employees for the above-referenced large groups of public employees. Each local government (such as a city, county, utility district, and the like) voluntarily decides whether to be a participating employer in TCRS and thereby cover its local government employees in TCRS.

There are three defined benefit pension plans within TCRS as described as follows:

- (1) The Public Employee Retirement Plan, which is an agent, multiple-employer defined benefit pension plan for state and higher education government employees and for political subdivisions
- (2) The Teacher Legacy Pension Plan, which is a cost-sharing, multiple-employer defined benefit plan for teachers of local education agencies (LEAs) that is closed to new membership effective June 30, 2014
- (3) The Teacher Retirement Plan is a cost-sharing, multiple-employer defined benefit plan for teachers of LEAs hired after June 30, 2014

The following are each a separate coverage group in TCRS for accounting and funding purposes:

- (1) State and Higher Education employees hired prior to July 1, 2014
- (2) State and Higher Education employees hired after June 30, 2014
- (3) K-12 public school teachers hired before July 1, 2014
- (4) K-12 public schools teachers hired after June 30, 2014
- (5) State judges and other officials hired before July 1, 2014
- (6) State judges and other officials hired after June 30, 2014
- (7) As of June 30, 2023, there were over 625 separate political subdivisions actively participating in TCRS. Each political subdivision may elect to participate in one of the following four plan structures within TCRS and may under the terms of the respective plan, change from such plan to one of the following plans on a prospective basis:
 - (i) TCRS Legacy Plan as defined and established in Tennessee Code Annotated, Title 8, Chapters 34 – 37,
 - (ii) Local Government Alternate Defined Benefit Plan as defined and established in Tennessee Code Annotated, Section 8-35-255,
 - (iii) Local Government Hybrid Plan as defined and established in Tennessee Code Annotated, Section 8-35-256, and
 - (iv) Hybrid Retirement Plan for State Employees and Teachers as defined and established in Tennessee Code Annotated, Title 8, Chapter 36, Part 9.

Listed below are estimated member counts for each of the defined benefit plans administered by TCRS:

- Legacy Plan – 571 employers; 224,975 members (77,156 active, 57,922 retired, and 89,897 term vested or due return of contributions)
- The Hybrid Plans combined – 51 employers; 12,713 members (7,452 active, 45 retired, and 5,216 term vested or due return of contributions)
- Alternate Defined Benefit Plan – 6 employers; 131 members (102 active, 1 retired, and 28 term vested or due return of contributions).

Each employer that participates in TCRS has a separately maintained asset account that reflects the inflows and outflows of that employer's pension assets (i.e., contributions, benefit payments, investment income, etc.). The State including public institutions of higher education are considered one employer.

Further, the Stabilization Reserve Trust for the Hybrid Plan with Cost Controls is managed by TCRS. There is a separate reserve for each political subdivision participating in the Hybrid Plan with Cost Controls, a separate reserve for the State (which includes public institutions of higher education), and a separate reserve for all the local education agencies combined. For accounting purposes, the State and the local education agencies' reserves have separate asset accounts for that activity as follows:

- State – one subaccount (excludes public institutions of higher education);
- Public institutions of higher education – 49 subaccounts; and
- Local education agencies – 236 subaccounts

After meeting the applicable vesting requirements, a member becomes eligible to receive a monthly retirement benefit upon reaching the age and/or service requirement for the respective plan. Benefits are determined by formulas that vary according to the type of benefit payable (for example, retirement disability or survivor benefits) and according to the defined benefit retirement plan in which the member participates. The formulas under all those plans are based on the member’s years of creditable service, average final compensation (AFC), age, and the applicable benefit accrual factor. AFC is the average of the highest five consecutive years of compensation. Each plan is funded by employer contributions, employee contributions, and investment earnings.

In 2014, TCRS adopted a hybrid plan for new employees. The Hybrid Plan is funded by contributions from both the employer and the member. The employer contributes an amount equal to 4% of earnable compensation to TCRS and 5% of the respective member’s salary into the member’s 401(k) account. The member is required to contribute 5% of earnable compensation to TCRS and is automatically enrolled in the State of Tennessee 401(k) plan with a contribution amount of 2%.

With over \$64 billion in assets, TCRS serves over 225,000 active members and 156,000 retirees. The annual retiree payroll exceeds \$3 billion. As of June 30, 2023, below is the valuation breakdown of the active, retired, and inactive population for the three defined benefit plans.

	Active	Retired	Inactive
Public Employee Retirement Plan	148,050	103,409	167,140
Teacher Legacy Plan	45,431	53,140	30,202
Teacher Hybrid Retirement Plan	36,339	189	18,079

Political subdivisions in Tennessee sponsoring a defined benefit plan outside of TCRS, i.e., an external pension plan (EPP), may request TCRS to administer their closed EPP on the sponsor’s behalf. For EPPs being administered by TCRS, a separate account is established to track asset activity and is separate and apart from TCRS plan assets. These separate accounts are charged administrative costs for the services provided by TCRS and if TCRS also invests their assets, investment income and expense are allocated to the accounts. TCRS administration includes retirement benefit payments to EPP retirees, maintenance of EPP retirees including address changes, tax withholding changes, bank accounting changes, processing of death notifications, addition of new payees, issuance of 1099Rs, and cost of living adjustments. A separate monthly payroll is generated for each EPP. On a monthly basis, TCRS remits a report and tax withholdings to the EPP who files and remits to the IRS. At calendar year end, TCRS generates a 1099R for EPP retirees and remits a report to the EPP for filing of the EPP’s IRS Form 945. Currently, TCRS administers three (3) EPPs paying benefits to a total of 555 annuitants with another targeted in calendar year 2024. The EPPs administered by TCRS are included in the scope of this RFP. Actuarial services are the responsibility of the EPP.

1.1.2 Current Pension Administration System

TCRS purchased the Concord Pension Administration System from Deloitte Consulting, LLP. The system went live in July 2014, but the architecture and technologies largely originated in 2001 or prior. Since 2014, the State has transitioned to primarily State support including on-premises infrastructure, development, business analysis, and quality assurance. Deloitte Consulting, LLP is contracted to provide supplemental support for the Concord System. The Concord System has adequately met TCRS administration requirements through this duration. However, new legislation, advancements in technology, increased end-user volume (average growth rate 1% per year for active members and 2.6%

per year for retirees), digitized and automated feature demand, and periodic production reliability issues have resulted in increased organizational risk, increased implementation duration and constraints, and probable alternative product opportunity costs. By initiating a new and enhanced PAS to address these issues, TCRS is preparing for the future through continuous process improvement and implementation of best practices in the pension industry.

TCRS currently utilizes a third-party application for its Enterprise Content Management (ECM) solution. The PAS vendor might propose an integrated ECM as opposed to integration with TCRS' current ECM system. If the PAS vendor proposes an integrated ECM, the contents of the current imaging system will require conversion into the new PAS.

1.1.3 Overview of Services Sought

The successful respondent will provide project planning and data execution services and support in accordance with the responsibilities noted below. Primary responsibilities include, but are not limited to, these items.

1.1.3.1 Data Profiling

The State is seeking competitive proposals from qualified organization(s) to analyze the data contained in "TCRS' legacy data sources" (i.e., the Concord System, and any outdated or obsolete systems, formats, or technologies that store data) as described and in accordance with Section A of the *Pro-Forma* Contract (RFP Attachment 6.6). The objective for data profiling is for the successful respondent to analyze and confirm the data is accurate.

An example of data profiling services (for illustration purposes only) relates to service and salary credit for teachers. A teacher's service and salary credit may be reported to TCRS over various frequencies throughout the teacher's career such as 9-months, 10-months, 11-months and 12-months. Regardless of the schedule that a local education agency reports the teacher to TCRS, the teacher must receive a full year of service and salary credit (12 months) for each contract period worked.

The successful respondent will also be required to make determinations, as approved by the State, regarding the data elements to be corrected, eliminated and/or added before or at the time of conversion. The data analysis requirements will include, but not be limited to, the Scope of Services and Deliverables described in Section A of the *Pro-Forma* Contract (RFP Attachment 6.6).

In most cases, pension administration data is created and maintained by TCRS through the use of the ECM and the Concord Line of Business applications. The common categories of pension administration data are:

- Member data, such as name, address, social security number, plan memberships, and status (e.g., active member, inactive member, retired member, deceased member).
- Pension plan contribution and payroll data
- Potential member (a/k/a "non-member") data, obtained from participating employer payroll files. This data is retained by TCRS in a dormant state and is only leveraged, or activated, as needed; usually when a potential member becomes a TCRS member. Examples of how this data is used include verifying new member enrollments and transactions that require historical data, such as prior service purchases/buy backs.
- Reference data, such as pension plan details, and business rules.
- Transactional data, such as completed member transactions (e.g., prior service purchases/buy backs), and data for pending member transactions not yet completed.
- Asset data for each Employer plan that tracks the inflow and outflow of transactional activity.

Some of the data within ECM images are also copied and refreshed into Concord Read-Only and STATS databases primarily for the purpose of making it more accessible to TCRS non-mainframe applications. TCRS has microfiche and microfilm images stored in another database. Those images will not necessarily be cleansed but must be moved into the data warehouse so that it is easily accessible and searchable by State staff. The expectation is that archived data will retain the ability to be searched at its current or an improved level.

The successful Respondent is expected to prepare TCRS' data for eventual conversion and migration to the future solution and/or archival into a data warehouse (e.g., long-deceased members, potential member data of a certain age). Data identified for eventual conversion and migration to the future state solution will be analyzed by the successful Respondent and if needed, cleansed. Data identified for archiving into the data warehouse will not be analyzed or cleansed and will simply be moved into the data warehouse.

The new PAS solution is expected to be able to leverage data from, and move data to, the data warehouse for archiving. However, not all archived data will remain static in the data warehouse. TCRS requires the ability to leverage any archived data residing in the data warehouse, seamlessly and on-demand, in order to support certain core business processes, and potentially other functionality. The proposed PAS solution will be required to leverage this archive via integration. TCRS anticipates that archived data will fall into two primary categories:

- Data that TCRS anticipates will remain static (e.g., data TCRS has reasonable expectation will not be needed but will be maintained)
- Data that will be archived but may be leveraged in the future in order to support certain core business processes (e.g., non-member data)

TCRS cannot determine with complete certainty which archived data will need to be leveraged in the future to support core business processes. Therefore, it is critical that all archived data is available for TCRS to leverage on-demand.

There are five databases, two file servers, and film storage. The following table details the volume of data in some of the main tables within the Concord database, which is the module within Concord where TCRS staff process member requests, which include, but are not limited to, refund applications, retirement applications, generation of payrolls, etc.

DB Object Type	Count
User Defined Tables	1000+
Contribution Detail Table	189 million+
Contribution Detail Components	293 million +
Persons Table	1 million +
Membership Table	1 million +

1.1.3.2 Data Cleansing

The successful respondent is expected to utilize the information it acquires through the data profiling analysis activities as approved by the State and will be responsible for the data cleansing activities on TCRS' legacy data sources.

As an example of data cleansing services (and for illustration purposes only), the dates of birth for some members and beneficiaries might be identified in a valid format, e.g., mm/dd/yyyy, but the dates are incorrect based on other data in the system. For example, the date of birth may be listed as 01/01/1800, which is a valid format but likely not a valid date of birth. Another example may be the date of birth is

listed as 10/02/1998; however, this date is also listed as the member's employment/membership begin date.

The data cleansing activity will need to be managed with process procedures, detailed scheduling, and coordination with State personnel and the new PAS vendor. The work required to correct the data will be performed by the successful respondent with support, as required, by the State. The data cleansing requirements will include, but not be limited to, the Scope of Services and Deliverables described in Section A of the Pro-Forma Contract (RFP Attachment 6.6).

Active member data is stored in the Concord database. ECM stores electronic content images; TCRS has not yet determined if the images will be migrated to a new imaging solution or if they will remain in the current ECM solution. TCRS does not have a preference for a specific database PAS solution other than that it must be an integrated PAS. The ECM (Imaging), BI (Business Intelligence and Data Analytics), and CRM (Customer Relationship Management) module might not be delivered as a part of the integrated solution. Instead, they might be third-party solutions; however, all components of the PAS will be integrated with the core line-of-business functionality. The database for the new PAS will likely be a relational DB.

In the current PAS, monthly records for salary, contributions and service date back to 1940s. Salary, contributions, and service records prior to 2014 are a mix of monthly and yearly records that are contained on microfilm, or microfiche (see below). This data was converted to monthly records when we converted from the previous system to the current system. Even though there is data that dates back to 1940s, TCRS has indicated that the data from before 2014 will require more cleansing since it was introduced before the current PAS (Concord) was implemented.

Retired member data, including all payment history, and detailed employer reporting data is stored in Concord database. The system also contains information on beneficiaries and alternate payees (under Qualified Domestic Relations Orders) receiving, or designated to receive, ongoing allowances. The successful Respondent is expected to analyze, cleanse and convert member and employer data stored in Concord database.

1.1.3.3 Data Migration

The successful respondent will be responsible for the data migration activities for the conversion of the TCRS legacy data sources to the new PAS solution, and for converting the data from the legacy sources including preparing, test staging data and/or format to the new PAS Solution's prescribed format in coordination with State personnel and the PAS Vendor's implementation schedule. The data migration requirements will include, but not be limited to, the Scope of Services and Deliverables described in Section A of the *Pro-Forma* Contract (RFP Attachment 6.6).

Quality issues with the data, stemming from numerous sources such as member reporting and legacy systems, etc. exist. The majority of the imported member data is accurate, but data cleanup is required for misaligned or miscoded data. Additionally, extra detail might be required for some processes that is not included in the imported data. Obtaining this additional detail will be part of the scope of this RFP.

ECM and Concord database are the systems of record for the current PAS. However, due to limitations of the system, the business has created several Excel workbooks for various member processes. The standard practice is to capture the output of these workbooks in the imaging system and associate that data with the member records. In some cases, these workbooks may not reside in ECM, and as a result the data conversion vendor may need to profile, cleanse and convert some of these workbooks into the new solution.

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

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

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

The *pro forma* contract substantially represents the contract document that the successful Respondent 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 # 30901-59824

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:

Dawn Rochelle, Solicitation Coordinator
Tennessee Treasury Department
Telephone: (615) 253-8770
Email: dawn.rochelle@tn.gov

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

- a. staff of the Governor's Office of Diversity Business Enterprise for assistance available to minority-owned, woman-owned, service-disabled veteran-owned, businesses owned by persons with disabilities, and small businesses as well as general, public information relating to this RFP (visit <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/governor-s-office-of-diversity-business-enterprise--godbe--/godbe-general-contacts.html> for contact information); and
- b. the following individual designated by the State to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and associated federal regulations:

Jamie Formont
State of Tennessee, Treasury Department
502 Deaderick Street
Nashville, TN 37243-0225
Telephone: (615) 734-2245

Email: jamie.formont@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. Any written questions or comments must be e-mailed to the Solicitation Coordinator at dawn.rochelle@tn.gov.
- 1.4.5. Respondents must assume the risk of dispatching any communication or response to the State. The State assumes no responsibility for delays in the State's receipt of any communication or response from Respondents due to technical or other filing delays.
- 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 will convey official, written responses and communications related to this RFP through electronic mail to the prospective Respondents from whom the State has received a Notice of Intent to Respond. The State may also convey such communications by Internet posting. 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 6.6., *Pro Forma* Contract, and any amendments, for questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively called "questions and comments").
- 1.6.2. Any prospective Respondent having questions and comments concerning this RFP must provide them in writing to the State no later than the Written Questions & Comments Deadline detailed in the RFP Section 2, Schedule of Events.

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

1.7. **Pre-Response Teleconference**

A Pre-response Teleconference will be held at the time and date detailed in the RFP Section 2, Schedule of Events. Pre-response Teleconference attendance is not mandatory

To participate in the teleconference, contact the Solicitation Coordinator, Dawn Rochelle, at (615) 253-8770 or via e-mail at Dawn.Rochelle@tn.gov for further instructions.

The purpose of the Teleconference 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 Teleconference 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). 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. Respondents should be mindful of any potential delays due to technical 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 24, 2024
2. Disability Accommodation Request Deadline	2:00 p.m.	April 29, 2024
3. Pre-response Teleconference	11:00 a.m.	April 30, 2024
4. Notice of Intent to Respond Deadline	2:00 p.m.	May 1, 2024
5. Written "Questions & Comments" Deadline	2:00 p.m.	May 6, 2024
6. State Response to Written "Questions & Comments"		May 13, 2024
7. Technical Response and Cost Proposal Deadline	2:00 p.m.	May 20, 2024
8. State Completion of Technical Response Evaluations		May 28, 2024
9. State Opening & Scoring of Cost Proposals	2:00 p.m.	May 29, 2024
10. Negotiations (Optional to the State)		May 30, 2024 – May 31, 2024
11. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	June 5, 2024
12. End of Open File Period		June 12, 2024
13. State sends contract to Contractor for signature		June 13, 2024
14. Contractor Signature Deadline	2:00 p.m.	June 20, 2024

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

3. RESPONSE REQUIREMENTS

3.1. Response Form

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

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

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

- 3.1.1.1. A Respondent should duplicate and use the RFP Attachment 6.2., Technical Response & Evaluation Guide to organize, reference, and draft the Technical Response by duplicating the attachment, adding appropriate page numbers as required, and using the guide as a table of contents covering the Technical Response.
- 3.1.1.2. A response should be economically prepared, with emphasis on completeness and clarity. A response, as well as any reference material presented, must be written in English and must be written on standard 8 ½" x 11" pages (although oversized 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. An electronic or facsimile signature, as applicable, is acceptable.
- 3.1.2.4. A Respondent must submit the Cost Proposal to the State in a separate email 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 original Technical Response and Cost Proposal documents meet all form and content requirements, including all required signatures, as detailed within this RFP, as may be amended.
- 3.2.2. A Respondent must submit its Technical Response and Cost Proposal documents as specified below.

- 3.2.2.1. Technical Response:

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

“RFP # 30901-59824 TECHNICAL RESPONSE”

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

- 3.2.2.2. 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 # 30901-59824 COST PROPOSAL”

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

- 3.2.3. The Technical Response and Cost Proposal documents must be dispatched to the Solicitation Coordinator in separate e-mail messages.
- 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. The Response must be delivered to the Solicitation Coordinator via e-mail at dawn.rochelle@tn.gov. In the event a Respondent's Response with all attachments and supporting documentation will exceed 15 megabytes in total, the Respondent must place the documents in a zip file or make two or more submissions such that the documents per e-mail submission do not exceed 15 megabytes.

3.3. Response & Respondent Prohibitions

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

- 3.3.2. A Respondent shall not include in its response, or after contract award, any end-user license agreement, manufacturer's terms and conditions, service guide, clickwrap agreement, shrinkwrap agreement, online terms and conditions, or other terms and conditions that supplement, modify, or contradict the terms set forth in the *pro forma* contract.
- 3.3.3. A response must not 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.
- 3.3.4. 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.
- 3.3.5. 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.
- 3.3.6. 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.
- 3.3.7. 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.
- 3.3.8. 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).
- 3.3.9. 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.
- 3.3.10. 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 to the Solicitation Coordinator via e-mail at dawn.rochelle@tn.gov. 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.23.).

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

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

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

4.5. Right to Refuse Personnel or Subcontractors

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

4.6. **Insurance**

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

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

- 4.7.1. All persons, agencies, firms, or other entities that provide legal or financial opinions, which a Respondent provides for consideration and evaluation by the State as a part of a response to this RFP, shall be properly licensed to render such opinions.
- 4.7.2. Before the Contract resulting from this RFP is signed, the apparent successful Respondent (and Respondent employees and subcontractors, as applicable) must hold all necessary or appropriate business or professional licenses to provide the goods or services as required by the contract. The State may require any Respondent to submit evidence of proper licensure.
- 4.7.3. Before the Contract resulting from this RFP is signed, the apparent successful Respondent must be registered with the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. The State shall not award a contract unless the Respondent provides proof of such registration or provides documentation from the Department of Revenue that the Contractor is exempt from this registration requirement. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation. To register, please visit the Department of Revenue's Tennessee Taxpayer Access Point (TNTAP) website for Online Registration and the Vendor Contract Questionnaire. These resources are available at the following:
<https://tntap.tn.gov/eservices/#1>

4.8. **Disclosure of Response Contents**

- 4.8.1. All materials submitted to the State in response to this RFP shall become the property of the State of Tennessee. 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 6.6., *Pro Forma* Contract, Section C).

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

4.10. **Contractor Performance**

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

4.11. **Contract Amendment**

After Contract award, the State may request the Contractor to deliver additional goods or perform additional services within the general scope of the Contract and this RFP, but beyond the specified Scope, and for which the Contractor may be compensated. In such instances, the State will provide the Contractor a written description of the additional goods or services. The Contractor must respond to the State with a time schedule for delivering the additional goods or accomplishing the additional services based on the compensable units included in the Contractor's response to this RFP. If the State and the Contractor reach an agreement regarding the goods or services and associated compensation, such agreement must be 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.

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)	60
Cost Proposal (refer to RFP Attachment 6.3.)	30

5.2. Evaluation Process

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

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

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

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

- a. the response adequately meets RFP requirements for further evaluation;
- b. the State will request clarifications or corrections for consideration prior to further evaluation; or,
- c. the State will determine the response to be non-responsive to the RFP and reject it.

5.2.1.3. Proposal Evaluation Team members will independently evaluate each Technical Response (that is responsive to the RFP) against the evaluation criteria in this RFP,

and will score each in accordance with the RFP Attachment 6.2., Technical Response & Evaluation Guide.

- 5.2.1.4. For each response evaluated, the Solicitation Coordinator will calculate the average of the Proposal Evaluation Team member scores for RFP Attachment 6.2., Technical Response & Evaluation Guide, and record each average as the response score for the respective Technical Response section.
- 5.2.1.5. Before Cost Proposals are opened, the Proposal Evaluation Team will review the Technical Response Evaluation record and any other available information pertinent to whether or not each Respondent is responsive and responsible. If the Proposal Evaluation Team identifies any Respondent that does not meet the responsive and responsible thresholds such that the team would not recommend the Respondent for Cost Proposal Evaluation and potential contract award, the team members will fully document the determination.
- 5.2.2. **Cost Proposal Evaluation.** The Solicitation Coordinator will open for evaluation the Cost Proposal of each Respondent deemed by the State to be responsive and responsible and calculate and record each Cost Proposal score in accordance with the RFP Attachment 6.3., Cost Proposal & Scoring Guide.
- 5.2.3. **Clarifications and Negotiations.** The State reserves the right to award a contract on the basis of initial responses received, therefore, each response shall contain the Respondent's best terms and conditions from a technical and cost standpoint. The State reserves the right to conduct clarifications or negotiations with one or more Respondents. All communications, clarifications, and negotiations shall be conducted in a manner that supports fairness in response improvement.
 - 5.2.3.1. Clarifications: The State may identify areas of a response that may require further clarification or areas in which it is apparent that there may have been miscommunications or misunderstandings as to the State's specifications or requirements. The State may seek to clarify those issues identified during one or multiple clarification rounds. Each clarification sought by the State may be unique to an individual Respondent, provided that the process is conducted in a manner that supports fairness in response improvement.
 - 5.2.3.2. Negotiations: The State may elect to negotiate with one or more Respondents by requesting revised responses, negotiating costs, or finalizing contract terms and conditions. The State reserves the right to conduct multiple negotiation rounds or no negotiations at all.
 - 5.2.3.3. Cost Negotiations: All Respondents, selected for negotiation by the State, will be given equivalent information with respect to cost negotiations. All cost negotiations will be documented for the procurement file. Additionally, the State may conduct target pricing and other goods or services level negotiations. Target pricing may be based on considerations such as current pricing, market considerations, benchmarks, budget availability, or other methods that do not reveal individual Respondent pricing. During target price negotiations, Respondents are not obligated to reduce their pricing to target prices, but no Respondent is allowed to increase prices.
 - 5.2.3.4. If the State determines that it is unable to successfully negotiate terms and conditions of a contract with the apparent best evaluated Respondent, the State reserves the right to bypass the apparent best evaluated Respondent and enter into terms and conditions contract negotiations with the next apparent best evaluated Respondent.
- 5.2.4. **Total Response Score.** The Solicitation Coordinator will calculate the sum of the Technical Response section scores and the Cost Proposal score and record the resulting number as the total score for the subject Response (refer to RFP Attachment 6.5., Score Summary Matrix).

5.3. Contract Award Process

- 5.3.1 The Solicitation Coordinator will submit the Proposal Evaluation Team determinations and scores to the head of the procuring agency for consideration along with any other relevant information that might be available and pertinent to contract award.
- 5.3.2. The procuring agency head will determine the apparent best-evaluated Response. To effect a contract award to a Respondent other than the one receiving the highest evaluation process score, the head of the procuring agency must provide written justification and obtain the written approval of the Chief Procurement Officer and the Comptroller of the Treasury.
- 5.3.3. The State will issue a Notice of Intent to Award identifying the apparent best-evaluated response and make the RFP files available for public inspection at the time and date specified in the RFP Section 2, Schedule of Events.

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

- 5.3.4. The Respondent identified as offering the apparent best-evaluated response must sign a contract drawn by the State pursuant to this RFP. The Contract shall be substantially the same as the RFP Attachment 6.6., *Pro Forma* Contract. The Respondent must sign the contract by the Contractor Signature Deadline detailed in the RFP Section 2, Schedule of Events. If the Respondent fails to provide the signed Contract by this deadline, the State may determine that the Respondent is non-responsive to this RFP and reject the response.
- 5.3.5. Notwithstanding the foregoing, the State may, at its sole discretion, entertain limited terms and conditions or pricing negotiations prior to Contract signing and, as a result, revise the *pro forma* contract terms and conditions or performance requirements in the State's best interests, PROVIDED THAT such revision of terms and conditions or performance requirements shall NOT materially affect the basis of response evaluations or negatively impact the competitive nature of the RFP and contractor selection process.
- 5.3.6. If the State determines that a response is non-responsive and rejects it after opening Cost Proposals, the Solicitation Coordinator will re-calculate scores for each remaining responsive Cost Proposal to determine (or re-determine) the apparent best-evaluated response.

RFP #30901-59824 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.). An electronic or facsimile signature, as applicable, is acceptable.

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

1. The Respondent will comply with all of the provisions and requirements of the RFP.
2. The Respondent will provide all services as defined in the Scope of the RFP Attachment 6.6., *Pro Forma* Contract for the total Contract Term.
3. The Respondent, except as otherwise provided in this RFP, accepts and agrees to all terms and conditions set out in the RFP Attachment 6.6., *Pro Forma* Contract.
4. The Respondent acknowledges and agrees that a contract resulting from the RFP shall incorporate, by reference, all proposal responses as a part of the Contract.
5. The Respondent will comply with:
 - (a) the laws of the State of Tennessee;
 - (b) Title VI of the federal Civil Rights Act of 1964;
 - (c) Title IX of the federal Education Amendments Act of 1972;
 - (d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government; and,
 - (e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government.
6. To the knowledge of the undersigned, the information detailed within the response submitted to this RFP is accurate.
7. The response submitted to this RFP was independently prepared, without collusion, under penalty of perjury.
8. No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Respondent in connection with this RFP or any resulting contract.
9. Both the Technical Response and the Cost Proposal submitted in response to this RFP shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract pursuant to the RFP.
10. The Respondent affirms the following statement, as required by the Iran Divestment Act Tenn. Code Ann. § 12-12-111: "By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to §12-12-106." For reference purposes, the list is currently available online at: <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-/public-information-library.html>.

By signing this Statement of Certifications and Assurances, below, the signatory also certifies legal authority to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If the signatory is not the Respondent (if an individual) or the Respondent's company *President* or *Chief Executive Officer*, this document 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 Proposal Evaluation Team must review the response and attach a written determination. In addition to the Mandatory Requirement Items, the Solicitation Coordinator will review each response for compliance with all RFP requirements.

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		The Response must be delivered to the State no later than the Response Deadline specified in the RFP Section 2, Schedule of Events.	
		The Technical Response and the Cost Proposal documents were dispatched to the Solicitation Coordinator in separate e-mail messages (refer to RFP Section 3.2.3).	
		The Technical Response must NOT contain cost or pricing information of any type.	
		The Technical Response must NOT contain any restrictions of the rights of the State or other qualification of the response.	
		A Respondent must NOT submit alternate responses (refer to RFP Section 3.3.).	
		A Respondent must NOT submit multiple responses in different forms (as a prime and a subcontractor) (refer to RFP Section 3.3.).	
	A.1.	Provide the Statement of Certifications and Assurances (RFP Attachment 6.1.) completed and signed by an individual empowered to bind the Respondent to the provisions of this RFP and any resulting contract. The document must be signed without exception or qualification.	
	A.2.	Provide a statement, based upon reasonable inquiry, of whether the Respondent or any individual who shall cause to deliver goods or perform services under the contract has a possible conflict of interest (<i>e.g.</i> , employment by the State of Tennessee) and, if so, the nature of that conflict. NOTE: Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to cancel any award.	
	A.3.	Provide a current credit rating from Moody's, Standard & Poor's, A.M. Best or Fitch Ratings, verified and dated within the last three (3) months and indicating a positive credit rating for the Respondent OR , in lieu of the aforementioned credit rating, provide an official document or letter from an accredited credit bureau, dated within the last three (3) months and indicating a satisfactory credit score for the Respondent (NOTE: A credit bureau report number without the full report is insufficient and will <u>not</u> be considered responsive.)	

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
	A.4.	Provide a statement that if awarded a contract pursuant to this RFP, the Respondent will maintain operations under the contract in the continental United States and certify that all TCRS data maintained or used in the course of providing the services under the contract will not leave the continental United States.	
	A.5.	Provide a statement that the Respondent has at least five (5) years' experience performing data migrations, data analysis and data cleansing for at least three separate defined benefit pension plans of similar or larger size to TCRS.	
	A.6.	Provide a statement that the five-years' experience required in Item A.5 above included the following areas: <ol style="list-style-type: none"> 1. Data profiling, analysis, and summarization 2. Automated data clean-up tools and techniques 3. Data extraction, transformation, and loading 4. Problem resolution including pension industry expertise 5. Quality assurance, quality control, and data verification 6. Project management and planning for data migrations 	
	A.7.	Provide a statement that the Respondent has worked with defined benefit pension plans converting data in the following areas: <ol style="list-style-type: none"> 1. Member Demographic Information 2. Member Employment Information 3. Member Contribution, Salary, and Service 4. Service Credit Purchases 5. Refunds / Withdrawals 6. Repayment of Refunds 7. Benefit Calculations 8. QDRO 9. Disability 10. Death 11. Retiree, Survivor, QDRO, and other payee Benefit Payroll 12. Pay history: deductions, adjustments, COLA 13. 415(b) and (m) 14. Contribution and calculation tables 15. Imaging 16. Employer Asset Data 	
	A.8.	Provide written confirmation that the Respondent's employees, agents, independent contractors and subcontractors that will be involved in the delivery of services under any contract awarded under this RFP (including any replacement personnel) possesses or will possess as of the time of performance under the contract, and for the duration of the contract, the qualifications, education, training, experience, and certifications necessary to perform the services under the contract. Evidence of this should be in the form of specific qualifications utilized, such as data science certification, Six Sigma certification, and ITIL.	
	A.9.	Provide a statement that if awarded a contract under this RFP, the Respondent and its subcontractors (if applicable) will have the ability and technologies to perform all services under the contract remotely such as teleconferencing, shared document repository, email, and instant messaging.	

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
	A.10.	Provide a statement that if awarded a contract under this RFP, the Respondent and its subcontractors (if applicable) will participate in-person activities, such as meetings and working sessions, at 502 Deaderick Street, Nashville, TN 37243.	
	A.11.	Provide a statement affirming that the Respondent will provide all necessary hardware, virtual appliances, virtual server images and software for executing scoped deliverables. This includes any licensing assignments and expenditures required for State participation. Any necessary interoperable, network connections and/or communication methods may be supplied by the State.	
	A.12.	Provide a statement confirming that the Respondent will participate with the State in the State's yearly disaster recovery testing as provided in Section E.4.d of the <i>Pro Forma</i> Contract (RFP Attachment 6.6).	
<i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i>			

TECHNICAL RESPONSE & EVALUATION GUIDE

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

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
	B.1.	Detail the name, e-mail address, mailing address, telephone number, and facsimile number, if applicable, of the person the State should contact regarding the response.
	B.2.	Describe the Respondent’s form of business (<i>i.e.</i> , individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and business location (physical location or domicile).
	B.3.	Detail the number of years the Respondent has been in business.
	B.4.	Briefly describe how long the Respondent has been providing the goods or services required by this RFP.
	B.5.	State the year the Respondent was formed and began providing the data services described in this RFP to defined benefit pension plans.
	B.6.	Indicate all entities that have an ownership stake in the Respondent (name and percentage).
	B.7.	List the Respondent’s affiliated companies and joint ventures.
	B.8.	State the percentage of your organization’s current revenue that is derived from providing data services as described in this RFP. Similar information must be provided for each of the previous two (2) years.
	B.9.	Provide an organization chart that depicts the structure of your firm’s organization.
	B.10.	Provide a System and Organization Controls (SOC) Type II report (or available alternative if there is not an SOC report).
	B.11.	Describe the Respondent’s number of employees, client base, and location of offices. Please provide a statement that includes the percentage of staff whose primary workplace will be (a) in the Nashville, TN area and (b) outside the Nashville, TN area but within the United States that could be involved in the providing the data services requested under this RFP.
	B.12.	Provide the average annual staff turnover rate for employees in key staff positions.
	B.13.	Indicate the percentage of time that resources will be expected to be onsite at TCRS. How many resources will be onsite? Please indicate expectations as to desk space, supply requirements, system access requirements, etc.
	B.14.	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.15.	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

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		delivery of goods or performance of services on a contract pursuant to this RFP, have been convicted of, pled guilty to, or pled <i>nolo contendere</i> to any felony. If so, include an explanation providing relevant details.
	B.16.	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.17.	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.18.	Has the Respondent, within the last 10 years, been censured or fined by any regulatory body? If so, please indicate the dates and describe the situation.
	B.19.	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. 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.20.	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.21.	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.22.	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.23.	Provide a statement of whether the Respondent intends to use subcontractors to meet the Respondent's requirements of any contract awarded pursuant to this RFP, and if so, detail: (a) the names of the subcontractors along with the contact person, mailing address, telephone number, and e-mail address for each; (b) a description of the scope and portions of the goods each subcontractor involved in the delivery of goods or performance of the services each subcontractor will perform; <u>and</u> (c) a statement specifying that each proposed subcontractor has expressly assented to being proposed as a subcontractor in the Respondent's response to this RFP.

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
	B.24.	Describe your firm's backup procedures in the event the key consultant professional assigned to this account should leave the firm or be transferred to other accounts or duties.
	B.25.	<p>Provide documentation of the Respondent's commitment to diversity as represented by the following:</p> <p>(a) <u>Business Strategy</u>. Provide a description of the Respondent's existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises. Please also include a list of the Respondent's certifications as a diversity business, if applicable.</p> <p>(b) <u>Business Relationships</u>. Provide a listing of the Respondent's current contracts with business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises. Please include the following information:</p> <p>(i) contract description;</p> <p>(ii) contractor name and ownership characteristics (i.e., ethnicity, gender, service-disabled veteran-owned or persons with disabilities);</p> <p>(iii) contractor contact name and telephone number.</p> <p>(c) <u>Estimated Participation</u>. Provide an estimated level of participation by business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities and small business enterprises if a contract is awarded to the Respondent pursuant to this RFP. Please include the following information:</p> <p>(i) a percentage (%) indicating the participation estimate. (Express the estimated participation number as a percentage of the total estimated contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics only and DO NOT INCLUDE DOLLAR AMOUNTS);</p> <p>(ii) anticipated goods or services contract descriptions;</p> <p>(iii) names and ownership characteristics (i.e., ethnicity, gender, service-disabled veterans, or disability) of anticipated subcontractors and supply contractors.</p> <p>NOTE: In order to claim status as a Diversity Business Enterprise under this contract, businesses must be certified by the Governor's Office of Diversity Business Enterprise (Go-DBE). Please visit the Go-DBE website at https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9810 for more information.</p> <p>(d) <u>Workforce</u>. Provide the percentage of the Respondent's total current employees by ethnicity and gender.</p> <p>NOTE: Respondents that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and subcontractors. Response evaluations will recognize the positive qualifications and experience of a Respondent that does business with enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises and who offer a diverse workforce.</p>
	B.26.	<p>Provide a statement of whether or not the Respondent has any current contracts with the State of Tennessee or has completed any contracts with the State of Tennessee within the previous five (5) year period. If so, provide the following information for all of the current and completed contracts:</p> <p>(a) the name, title, telephone number and e-mail address of the State contact knowledgeable about the contract;</p> <p>(b) the procuring State agency name;</p> <p>(c) a brief description of the contract's scope of services;</p>

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		(d) the contract period; and (e) the contract number.
	B.27.	Provide a statement and any relevant details addressing whether the Respondent is any of the following: (a) is presently debarred, suspended, proposed for debarment, or voluntarily excluded from covered transactions by any federal or state department or agency; (b) has within the past three (3) years, been convicted of, or had a civil judgment rendered against the contracting party from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (c) is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed above; and (d) has within a three (3) year period preceding the contract had one or more public transactions (federal, state, or local) terminated for cause or default.
		SCORE (for <u>all</u> Section B—Qualifications & Experience Items above): (maximum possible score = 10)
<i>State Use – Evaluator Identification:</i>		

RFP ATTACHMENT 6.2. — SECTION C

TECHNICAL RESPONSE & EVALUATION GUIDE

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

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

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

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

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	C.1.	Provide an Executive Summary in sufficient detail to illustrate the Respondent's understanding of the State's service requirements outlined in Section A of the <i>Pro Forma</i> Contract (RFP Attachment 6.6) as supplemented by the additional background information provided in RFP Section 1.1. and of the project requirements and schedule necessary for implementation of the requested services.		5	
	C.2.	Provide a narrative that illustrates how the Respondent will manage the project, ensure completion of the scope of services, and accomplish required objectives within the State's project schedule.		5	
	C.3.	Regarding RFP Attachment 6.6 <i>Pro Forma</i> Contract, Section A.3. Operating Procedures, please describe the Respondent's approach to assisting the State in developing and maintaining operating procedures relative to the services requested in this RFP.		3	
	C.4.	<p>If awarded a contract under this RFP, describe the data cleansing approach you would implement and lead. Respondents must put forth a data cleansing support approach that does not have critical path dependencies on State staff for subject matter expertise or other support. All proposed data cleaning approaches must address:</p> <ul style="list-style-type: none"> Screening — how the Respondent would screen legacy data in order to detect both general peculiarities (e.g., lack or excess of data, outliers, inconsistencies, data type issues, sparseness, strange patterns, key integrity issues, conformance issues, etc.) as well as business-specific anomalies (e.g., TCRS member is in wrong status but status value itself is valid). How the 		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
		<p>Respondent would screen for potential missing data should also be described.</p> <ul style="list-style-type: none"> • Diagnosis — how the true nature of the worrisome data will be determined by the Respondent and the types of diagnostic procedures that will be employed. For example, determining the data flow and examining the potentially problematic data within that context. • Remediation — for data determined to require remediation, how the Respondent proposes to design, test and carry out such remediation and the extent remediation would be manual versus enabled through tools. • Reporting and Metrics — the types of reports and metrics the Respondent will provide throughout cleansing, both regarding progress of data cleansing and other areas such as data quality and risk as related to cleansing efforts. <p>Provide a sample of a previously used Data Analysis Report.</p>			
	C.5.	<p>The State anticipates it might not be practical or possible for some portion of the data to be cleansed either manually or programmatically prior to the implementation of any given phase of the new PAS solution where it is required. Describe in your proposal how as part of the implementation this will be handled. The approach cannot rely on State staff to be successful. Respondents' proposals must include, but not be limited to, addressing the following:</p> <ul style="list-style-type: none"> • The extent the Respondent has encountered this situation, the Respondent's typical approach, and the degree that approach aligns with what the Respondent proposes for TCRS and why. • The ability for the Respondent to implement as part of their approach a set of TCRS-provided rules to follow about the handling of particular data issues that apply to this category of data. • The extent the approach as proposed will be able to address any scale of data and data types that may fall into this category. 		5	
	C.6.	Describe the tools you intend to use in performing the data analysis, clean-up and migration services.		2	

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
		<p>Analysis includes but is not limited to identification of various types and quantities of data issues (i.e., duplicates, missing records, incorrect formatting, orphaned records, etc.)</p> <p>Respondents should expect that these efforts will still be ongoing during implementation of the new PAS solution.</p>			
	C.7.	Describe your expectations regarding the State's role in the entire data migration process (data profiling, data cleansing, etc.). For each task that uses State staff, identify the role, number of people, type of skills/knowledge required, and the approximate number of hours expected each week required by State staff.		2	
	C.8.	<p>Describe your methodology and experience with data validation and reconciliation. Include the type of validation that will be performed, type of queries and reports that will be required and the key data elements that must be reconciled.</p> <p>Describe how you intend to document and develop written procedures, methods and checklists and explain how they will be utilized to support data profiling, data cleansing and data migration efforts.</p>		5	
	C.9.	Describe the data you will need from TCRS to complete the requirements included in this RFP. Also describe how you typically obtain access to data (e.g., via files provided from the State or obtain remote access to the States environment).		2	
	C.10.	<p>Describe your technical approach for profiling, cleansing and migration of the legacy data that meets the requirements of this RFP. The description should include, at a minimum:</p> <ul style="list-style-type: none"> • Clearly identifying the technical approach involved for each phase of the project. • How it will ensure that adequate documentation is in place so that TCRS has the ability to maintain all rights and permissions to the implemented data profiling and cleansing process in order to operate and maintain it. • A plan to perform data testing during the Data Cleansing Phase. • How you will work with the PAS Vendor to develop a data cleansing plan and prioritized list of data elements to be cleansed consistent with implementation phases. • How you will work with the PAS Vendor to perform data testing and resolve issues during the Data Migration and Implementation phases. • How staging and cleansing exception databases will be used. 		6	

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.11.	<p>Provide a project plan with Gantt chart of your approach that includes the following:</p> <ul style="list-style-type: none"> Breakdown of tasks by phases as defined in the RFP (i.e., Data Profiling, Data Cleansing and Data Migration). Within each phase, identification of the main activities to be completed with the estimated length of time it will take to complete each activity. For each activity, list the number of staff you will be utilizing to complete the activity along with the staff's respective titles. 		5	
	C.12.	Describe how project plans will be communicated and approved by the State and the PAS Vendor for each new PAS functional roll-out.		3	
	C.13.	Attach a sample Data Mapping document from one of your previous PAS conversion or similar projects.		2	
	C.14.	Describe data cleansing functions your firm conducted for at least two (2) different projects where you were responsible for defining, designing and implementing the varying styles of data cleansing methods. This includes the use of automated processes and managing resources to manually cleanse the data. This experience must also include the definition and implementation of a data cleansing approach and the creation scripts and reports to identify and communicate the detailed records that require cleansing. You may use a project or projects described for a previous question, focusing on the relevant factors for this question.		5	
	C.15.	Describe data conversions your firm has done on at least two (2) different projects that included complex transformations, on very large data sets with targets or sources that have more than 1,000,000 rows in a single target or source. You may use a project or projects described for a previous question, focusing on the relevant factors for this question.		5	
	C.16.	Describe the minimum infrastructure that is needed to support the data profiling and cleansing project.		2	
	C.17.	Describe how your firm intends on securing sensitive data during the project and what additional measures will be taken if data must be transferred offsite.		5	
	C.18.	Indicate how you handle conversion of social security numbers, personally identifiable information (PII), and other private data. Provide details as to how this is handled when you are migrating data from one staging area to another staging area versus what is done during dry runs.		5	

RFP ATTACHMENT 6.2. — SECTION C (continued)

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	C.19.	<ul style="list-style-type: none"> Describe how you align with the NIST Cybersecurity Framework (CSF) to include the implementation of key NIST 800.53 Security Controls. Describe the capability to demonstrate effective security controls that have been tested by an independent third-party. This includes evaluation of any proposed third-party tools or applications and data privacy and protection techniques. Describe controls incorporated to ensure access to TCRS data is appropriately controlled and restricted including role-based privileges, dual factor authentication, user identification controls and user access/ change logs. Describe how TCRS data is securely maintained at rest and in transit. Describe how TCRS data can be recovered in the event of a cyber security incident, for instance a ransomware attack. Describe controls incorporated to ensure TCRS' PII/PHI will be protected and not be accessed from outside of the United States. 		5	
	C.20.	<ul style="list-style-type: none"> Describe your firm's disaster recovery plan as it relates to data, and personnel that would be used in providing the services required by TCRS. Does the organization routinely perform penetration tests utilizing a qualified third-party vendor? If so, how often are tests performed and when was the last test performed? What technical prevention measures are in place to secure and monitor your network? Is multi-factor authentication utilized for network remote access? If so, what type of authentication? How is data at rest protected on servers and backup media? Is there a formal security incident response program in place, and if so, how often is the incident response program tested? 		4	
	C.21.	Describe your process for ensuring the data validation rules used are in compliance with TCRS rules and relevant statutes.		6	
	C.22.	How does your approach to data cleaning and data migration differ from others? Is there anything about the services your firm offers that distinguishes you from other consulting firms?		2	
	C.23.	Describe how you handle data conversion code management.		3	

RFP ATTACHMENT 6.2. — SECTION C (continued)

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	C.24.	Describe (or include as an attachment) written data security / encryption standards your firm uses as part of your standard methodology.		4	
	C.25.	Include a diagram depicting your data conversion approach, including the extract transform and load (ETL) process, the data cleansing process, data validation and reconciliation process, the staging process, how the staging database will be converted to the PAS Vendor's intermediate tables, etc.		4	
<i>The Solicitation Coordinator will use this sum and the formula below to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.</i>					Total Raw Weighted Score: <i>(sum of Raw Weighted Scores above)</i>
Total Raw Weighted Score <hr/> Maximum Possible Raw Weighted Score <i>(i.e., 5 x the sum of item weights above)</i>			X 60 <i>(maximum possible score)</i>	= SCORE:	
<i>State Use – Evaluator Identification:</i>					
<i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i>					

RFP ATTACHMENT 6.3.

COST PROPOSAL & SCORING GUIDE**NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED**

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

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

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

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

RESPONDENT SIGNATURE:			
PRINTED NAME & TITLE:			
DATE:			
RESPONDENT LEGAL ENTITY NAME:			
Cost Item Description	Proposed Cost	State Use Only	
		Evaluation Factor	Evaluation Cost (cost x factor)
Data Profiling Phase Services as described in Section A.6 of the <i>Pro Forma</i> Contract (RFP Attachment 6.6) Note: Compensation for these services shall be paid in the manner provided in Section A.9 of the <i>Pro Forma</i> Contract (RFP Attachment 6.6)	\$ _____ (flat fee)	1	
Data Cleansing Phase Services as provided in Section A.7 of the <i>Pro Forma</i> Contract (RFP Attachment 6.6) Note: Compensation for these services shall be paid in the manner provided in Section A.9 of the <i>Pro Forma</i> Contract (RFP Attachment 6.6)	\$ _____ (flat fee)	1	

RFP ATTACHMENT 6.3. (continued)

RESPONDENT LEGAL ENTITY NAME:			
Cost Item Description	Proposed Cost	State Use Only	
		Evaluation Factor	Evaluation Cost (cost x factor)
Data Migration Technical Phase Services as provided in Section A.8 of the <i>Pro Forma</i> Contract (RFP Attachment 6.6) Note: Compensation for these services shall be paid in the manner provided in Section A.9 of the <i>Pro Forma</i> Contract (RFP Attachment 6.6)	\$ _____ (flat fee)	1	
EVALUATION COST AMOUNT (sum of evaluation costs above): The Solicitation Coordinator will use this sum and the formula below to calculate the Cost Proposal Score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.			
lowest evaluation cost amount from <u>all</u> proposals		x 30 (maximum section score)	= SCORE:
State Use – Solicitation Coordinator Signature, Printed Name & Date:			

REFERENCE QUESTIONNAIRE

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

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

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

References from at least three (3) different individuals are required to satisfy the requirements above, e.g., an individual may provide a reference about a completed project and another reference about a currently serviced account. The individual contact reference provided for each contract or project shall not be a current State employee of the procuring State agency. Procuring State agencies that accept references from another State agency shall document, in writing, a plan to ensure that no contact is made between the procuring State agency and a referring State agency. The standard reference questionnaire should be used and completed and is provided on the next page of this RFP Attachment 6.4.

In order to obtain and submit the completed reference questionnaires follow the instructions below.

- (a) Add the Respondent's name to the standard reference questionnaire at RFP Attachment 6.4. and make a copy for each reference.
- (b) Either (i) send a reference questionnaire to each reference or (ii) 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 # 30901-59824".

NOTES:

- The State will not accept late references or references submitted by any means other than as described above, and each reference questionnaire submitted must be completed as required.
- The State will not review more than the number of required references indicated above.
- While the State will base its reference check on the contents of the reference e-mails, 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 # 30901-59824 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 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 (an electronic signature is acceptable) and
- e-mail the completed questionnaire to Dawn Rochelle whose email address is dawn.rochelle@tn.gov.

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

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

NAME:	
TITLE:	
TELEPHONE #	
E-MAIL ADDRESS:	

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

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

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

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

REFERENCE SIGNATURE:

(by the individual completing this request for reference information)

DATE:

RFP ATTACHMENT 6.5.

SCORE SUMMARY MATRIX

	<i>RESPONDENT NAME</i>		<i>RESPONDENT NAME</i>		<i>RESPONDENT NAME</i>	
GENERAL QUALIFICATIONS & EXPERIENCE (maximum: 10)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	AVERAGE:		AVERAGE:		AVERAGE:	
TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH (maximum: 60)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	AVERAGE:		AVERAGE:		AVERAGE:	
COST PROPOSAL (maximum: 30)	SCORE:		SCORE:		SCORE:	
TOTAL RESPONSE EVALUATION SCORE: (maximum: 100)						
<i>Solicitation Coordinator Signature, Printed Name & Date:</i>						

RFP # 30901-59824 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,
TREASURY DEPARTMENT
AND
[CONTRACTOR NAME]**

This Contract, by and between the State of Tennessee, Treasury Department ("State") and [CONTRACTOR LEGAL ENTITY NAME] ("Contractor"), is for the provision of data profiling, data cleansing, and data migration technical services relative to the implementation of a new and enhanced pension administration software system for the Tennessee Consolidated Retirement System, as further defined in the "SCOPE." State and Contractor may be referred to individually as a "Party" or collectively as the "Parties" to this Contract.

The Contractor is [A/AN INDIVIDUAL, FOR-PROFIT CORPORATION, NON-PROFIT CORPORATION, SPECIAL PURPOSE CORPORATION OR ASSOCIATION, PARTNERSHIP, JOINT VENTURE, OR LIMITED LIABILITY COMPANY].

Contractor Place of Incorporation or Organization: [LOCATION]

Contractor Edison Registration ID # [NUMBER]

A. SCOPE:

- A.1. The Contractor shall provide all goods or services and deliverables as required, described, and detailed below and shall meet all service and delivery timelines as specified by this Contract.
- A.2. Definitions. For purposes of this Contract, definitions shall be as follows and as set forth in the Contract:
- a. "TCRS" means the Tennessee Consolidated Retirement System.
 - b. "New PAS Solution" means the new and enhanced pension administration software system to replace TCRS' current pension administration system.
 - c. "PAS Vendor" means the company selected by the State to provide and implement the New PAS Solution.
 - d. "PAS" means pension administration system.
 - e. "Concord" means the current PAS used by TCRS.
 - f. "Data" means a compilation, body, set or sets, of discrete information contained in Concord and in the other databases and applications described in Section 1.1. of RFP # 30901-59824, which is incorporated into this Contract by reference pursuant to Section D.30 below. Such data includes, but is not limited to, addresses, social security numbers, plan memberships, statuses (e.g., active member, inactive member, retired member, deceased member), beneficiary designation information, contributions, etc.
 - g. "Deliverable" means the verifiable outcomes, results, the Services or products that the Contractor shall develop, perform, and/or produce and deliver to the State pursuant to Section A of this Contract.
 - h. "MDM" means Master Data Management, which is a process to create a single master record for each TCRS member and beneficiary from across data sources and applications, to support the data migration and future data definition requirements.
 - i. "Project" means collectively the Data Profiling Phase, Data Cleansing Phase and Data Migration Technical Phase services described in Sections A.5 through A.8 below.

- j. "Phase" means a collection of activities within the Project; namely, the Data Profiling Phase, the Data Cleansing Phase and the Data Migration Technical Phase.
 - k. "Column" means a set of data values of a particular type within a database.
 - l. "Business Day" means a day in which State offices are opened for the transaction of public business. State offices are opened for the transaction of public business from 8:00 a.m. CS(D)T until 4:30 p.m. CS(D)T of each day except Saturdays, Sundays, and legal holidays as defined in Tennessee Code Annotated, Section 15-1-101, as amended.
- A.3. Operating Procedures. The Contractor shall assist the State in developing written Operating Procedures for the Contractor's performance of each of the services set forth herein, in accordance with pages [PAGE NUMBERS FROM SUCCESSFUL PROPOSAL WHICH RESPOND TO SECTION C.4 of RFP ATTACHMENT 6.2] of the Contractor's Proposal. Once developed, said Procedures shall be considered a part of this Contract as though fully set forth herein and the Contractor shall perform such services in accordance with the Operating Procedures, this Contract and the documents described in Section D.30. below. Said Procedures may be amended in writing from time to time by mutual agreement of the Parties. The Parties agree to amend the Operating Procedures should any changes be necessary to comply with any applicable State or Federal laws or regulations specifically relating to the services hereunder.
- A.4. Times of Day. All times of day referred to throughout this Contract shall be Central Standard or Daylight Savings Time, as applicable.
- A.5. Services in General. The Contractor shall provide and implement data profiling, data cleansing and data migration technical services for TCRS, regarding its MDM processes in preparation for the New PAS Solution. The Contractor shall prepare the Data for eventual conversion and migration to the New PAS Solution and/or archival into a data warehouse (e.g., long-deceased members, potential member data of a certain age). Data identified for eventual conversion and migration to the New PAS Solution shall be analyzed by the Contractor and if needed, cleansed. Data identified by the State for archiving into the data warehouse will not be analyzed or cleansed and will simply be moved into the data warehouse. The data profiling, data cleansing and data migration shall be delivered as part of a coordinated effort with State personnel and the PAS Vendor, and in accordance with the PAS Vendor's implementation schedule and as described in the Contractor's Proposal.
- A.6. Data Profiling Phase Services.
- a. Activities. The Contractor shall gain a detailed understanding of the Data and begin to identify the Data that needs cleansing. This Phase shall include the Contractor gaining awareness of TCRS' needs, concerns, and priorities as they relate to the Data and beginning to build the foundation of how to approach the overall Project and how communication will work with the interested parties of the Project. Specifically, the Contractor shall provide and otherwise perform the following data profiling phase services as provided herein and in the Contractor's Proposal:
 - (1) Provide to the State a Data Analysis Project Plan, which covers the Data analysis approach and activities. The Plan shall identify all resources necessary for successfully completing the Data analysis.
 - (2) Perform the analysis pursuant to the Data Analysis Project Plan.
 - (3) Provide to the State for each Column of Data (as defined in Section A.2.k. above), an Initial Data Analysis Report on the existing production Data for the Column, identifying the following items:

- (i) The existing Data problems, including, but not limited to:
 - duplicates;
 - missing primary-foreign key relationships;
 - redundant data;
 - soundex matches for the same data;
 - incorrect formatting;
 - incorrect data based on a numeric range;
 - incorrect data based on relationship rules;
 - non-unique keys;
 - missing data;
 - incomplete data elements based on TCRS business rules, policies, and statutes;
 - referential integrity;
 - orphaned records (records that should be associated to others but are not);
 - childless parents (records that should have related records but do not) based on TCRS business rules, policies, and statutes;
 - valid codes for specific instances (only specific codes are valid for a given situation);
 - data value commonality (same code used multiple places with varying values);
 - invalid date ranges (when the dates do not conform to business or logical standards);
 - invalid/incomplete dates;
 - invalid code values;
 - code value outliers outside of expected values;
 - code value anomalies based on TCRS business rules, policies, and statutes;
 - amount totals vs. summarized detail;
 - amount deltas based on TCRS business rules, policies, and statutes; and
 - other ad hoc or miscellaneous problems.
 - (ii) Key Data components, key points of time related to the Data, missing elements of the Data, and summarized elements of the Data. Key Data components are the key elements for administering a pension plan such as salary, service, plan enrollment, date of birth, gender, social security number, etc.
 - (iii) The attributes and relationships of the key Data components.
 - (iv) An analysis of the key Data components to identify Data that will need to be cleaned and/or corrected prior to the implementation of the New PAS Solution.
- (4) Map the Data to the New PAS Solution data structures, working with the PAS Vendor.
- (5) Provide to the State for each Column of Data (as defined in Section A.2.k.above) a Final Data Analysis Plan, which updates the Initial Data Analysis Report for that Column to include information gained following the Data mapping. The Plan shall include documentation of all the Data elements required for the New PAS Solution but not available in the existing Data.
- b. Data Profiling Phase Deliverables. During performance of the services set forth in this Section, the Contractor shall deliver the following Deliverables to the State for written acceptance in accordance with Section A.9 of this Contract:
- (1) The Data Analysis Project Plan
 - (2) Initial Data Analysis Report for each Column of Data
 - (3) Final Data Analysis Plan for each Column of Data

A.7. Data Cleansing Phase Services.

- a. Activities. The Contractor shall provide and otherwise perform the data cleansing services as provided herein and in accordance with the Contractor's Proposal:
- (1) Provide to the State a Data Cleansing Approach Document, which describes the methods to be employed, as appropriate, to correct, reformat, standardize and/or eliminate data elements. The Data Cleansing Approach Document must describe the process of gaining the State's approval of the proposed solution for each Data issue prior to correction. The Document must also clearly identify the activities expected of State staff in the cleansing effort and describe the Quality Assurance/Audit method to ensure counts, dollars, etc.
 - (2) Provide Data correction and cleansing in the existing source Data prior to migration, as well as corrections during the Data conversion process.
 - (3) Eliminate unnecessary Data records where needed.
 - (4) Identify and correct inaccurate Data.
 - (5) Merge duplicated Data where appropriate.
 - (6) Reformat and standardize Data so that it can be converted.
 - (7) Work with State staff and the PAS Vendor to determine how to gather the information that does not exist in any legacy system but is required in the New PAS Solution including salary, contributions, and service data records prior to 2014 currently maintained on microfilm or microfiche.
 - (8) Provide scripts which will correct the extracted Data from the Data sources, if needed, and place the Data into a staging database, as applicable and appropriate.
 - (9) Establish data validation rules to ensure Data integrity and clarity while performing Data Cleansing Services. The Contractor must ensure the data validation rules are used and the Data is cleansed according to administrative rules, statutes, policies and business rules of TCRS.
 - (10) Conduct ongoing Data validation against all identified Data sources during the cleansing process.
 - (11) Develop and Publish Data Cleansing Directives.
 - (12) Conduct Data Cleansing Analysis.
 - (13) Provide to the State a Data Cleansing/Conversion Audit Report (DCCAR) containing an overall summary of the effort that was undertaken along with a brief, but complete listing of all the types of Data fixes that were made – both manual and automated. The DCCAR will be delivered for each functional roll-out of the New PAS Solution. For each type of Data fix affected in each functional roll-out of the New PAS Solution, the Contractor shall set forth in the DCCAR, at a minimum, the following information:
 - (i) The problem the Data was causing.
 - (ii) The number of occurrences.
 - (iii) The default value used during conversion and why.
 - (iv) How Data anomalies were handled during conversion and why (i.e., duplicate Data or Data not being used for the intended purpose).

- (v) The type of fix that was applied (e.g., manual or automated).
- (vi) The number of records fixed.
- (vii) The number of records unable to be fixed.
- (viii) A list of all records fixed and copies of all “before” and “after” Data.
- (ix) The benefit of having fixed the respective Data problem.

(14) Identify the various types and quantities of Data issues (i.e., duplicates, missing records, incorrect formatting, orphaned records, etc.).

(15) Provide a prioritized list of Data elements to be cleansed.

(16) Provide an on-going data cleansing maintenance plan.

(17) Provide reconciliation reports between the legacy system and the staging database.

b. Data Cleansing Phase Deliverables. During performance of the services set forth in this Section, the Contractor shall deliver the following Deliverables to the State for written acceptance in accordance with Section A.9 of this Contract:

- (1) Data Cleansing Approach Document
- (2) DCCAR for each functional roll-out of the New PAS Solution

A.8. Data Migration Technical Phase Services.

a. Activities. The Contractor shall provide and otherwise perform the data migration services as provided herein and in accordance with the Contractor’s Proposal:

- (1) Provide to the State a Data Migration Plan that describes at a minimum the following:
 - (i) The planning of the data conversion effort and how those plans will be communicated and approved by the State for each new PAS functional roll-out.
 - (ii) When conversion activities will be scheduled relative to the New PAS Solution development effort.
 - (iii) The roles and responsibilities of the Contractor, the PAS Vendor, and State staff in the conversion effort; such roles and responsibilities must identify the processes and procedures to be used in performing the verification that all Data was converted correctly.
 - (iv) The development of written procedures, methods and checklists for balancing and reconciling conversion and bridging of Data between the legacy environment, external data bases and the New PAS Solution, if necessary.
 - (v) Techniques to be used in converting the legacy system Data (e.g., automated conversion routines, balancing, and reconciliation of the converted Data at various points throughout the conversion process).
 - (vi) Synchronization of the data conversion effort with the various other aspects of the New PAS Solution implementation project, which anticipate and expect ongoing changes to data mapping and the conversion requirements based on design changes that will occur up through the conclusion of User Acceptance Testing (UAT)
 - (vii) Techniques that will be used to transform Data to meet the rules employed in the New PAS Solution.
 - (viii) How the Contractor will work with the PAS Vendor to ensure Data maintained as microfilm and microfiche can be leveraged and moved seamlessly and on-demand to the New PAS Solution by State staff as needed.
 - (ix) Development and use of data conversion test scripts.

- (x) Development and use of reconciliation tools and techniques to ensure the New PAS Solution data matches the legacy system Data from which it is converted.
 - (xi) Schedule for conversion activities.
 - (xii) Method for keeping the data conversion consistent with the New PAS Solution implementation schedule.
- (2) Work with the new PAS Vendor and State staff in resolving Data issues during the conversion.
 - (3) Conduct Data validation and reconciliation during the New PAS Solution implementation.
 - (4) Develop and Publish Data Conversion Directives.
 - (5) Establish Milestones for Conversion and Clean-up.
 - (6) Define data extraction architecture.
 - (7) Execute the data conversion scripts to populate a Test environment.
 - (8) Correct any bug found in the conversion scripts based on items identified during Testing.
 - (9) Create and tune test scripts for performance and identify the attributes necessary for the implementation run. Attributes must include items such as script run order, script run time expectations, identification of risk points during the run, etc.
 - (10) Perform the reconciliation during the new PAS UAT for each functional roll-out and parallel periods as part of reconciliation of converted data.
 - (11) Execute the data conversion scripts to populate the final production environment.
 - (12) Provide support to the PAS Vendor for items identified after production implementation that require Data or information from the primary Data sources.
 - (13) Provide general support to the TCRS and PAS Vendor project team for any needs related to converted Data.
 - (14) Develop automated comparison reports which compare legacy system Data with corresponding Data from the new PAS Solution to confirm Data was converted accurately. Each comparison report shall be submitted to TCRS for review and shall include a summary that explains the results.
 - (15) Provide to the State a Data Migration Audit Report (DMAR) containing an overall summary of the effort that was undertaken along with a brief, but complete listing of all the types of Data converted. A DMAR must be delivered to the State for each functional roll-out of the New PAS Solution. For each migration in each functional roll-out of the New PAS Solution, the Contractor shall set forth in the DMAR, at a minimum, the following information:
 - (i) How Data anomalies were handled during migration and why (i.e., duplicate Data or Data not being used for the intended purpose).
 - (ii) The type of fix that was applied (e.g., manual or automated).
 - (iii) The number of records migrated.
 - (iv) The number of records unable to be migrated (if any).
 - (v) A list of all records migrated and copies of all “before” and “after” Data.

b. Data Migration Technical Phase Deliverables. During performance of the services set forth in this Section, the Contractor shall deliver the following Deliverables to the State for written acceptance in accordance with Section A.9 of this Contract:

- (1) Data Migration Plan
- (2) DMAR for each functional roll-out of the New PAS Solution

A.9. Deliverables.

- a. The Contractor shall provide the State written notice at least five (5) Business Days in advance of when to expect each Deliverable.
- b. The State shall provide written acceptance or a detailed list of deficiencies within fifteen (15) Business Days of the Contractor's delivery of a Deliverable.
- c. TCRS shall be granted extensions if the Contractor submits documents that are particularly lengthy. TCRS shall be the sole judge as to whether such documents are lengthy. If there are deficiencies, the Contractor shall work as promptly as possible to resolve them and resubmit the Deliverable to the State.
- d. The Contractor shall provide the State written notice at least two (2) Business Days in advance of when to expect the resubmitted Deliverable.
- e. The State shall review only the previous deficiencies of the Deliverable after receiving the resubmitted Deliverable from the Contractor. The State shall provide written acceptance or a detailed list of deficiencies within ten (10) Business Days of the Contractor's redelivery of a Deliverable. TCRS shall be granted extensions if the Contractor submits documents that are particularly lengthy. TCRS shall be the sole judge as to whether such documents are lengthy.
- f. If there are deficiencies, the Contractor shall work as promptly as possible to resolve them and resubmit the Deliverable to the State.
- g. If the State does not respond within the applicable approval cycle, either with written acceptance or a list of deficiencies, the Deliverable shall be considered accepted by the State.
- h. When a Deliverable in a given Phase has been accepted by the State, the Contractor shall be entitled to the following percentage of the corresponding total milestone payment for the Phase as provided in Section C.3.b. upon invoicing the State pursuant to Section C.5 below; provided, however, to ensure timely implementation of the Project, an amount equal to ten percent (10%) of the respective percentage payment shall be withheld by the State until all services and all Deliverables in all Phases have been completed and accepted by the State.

Data Profiling Phase Services Deliverables	% of Total Fee for the Data Profiling Phase Services To be Paid for Deliverable
The Data Analysis Project Plan	20%
The Initial Data Analysis Report for a Column of Data	The next 40% will be allocated proportionally based on the number of Columns of Data for which an Initial Data Analysis Report is provided to the State

	(for illustration purposes only, if there are ten Columns of Data, 4% of the total fee for the Data Profiling Phase Services will be paid for each Initial Data Analysis Report for a Column of Data)
The Final Data Analysis Plan for a Column of Data	The remaining 40% will be allocated proportionally based on the number of Columns of Data for which a Final Data Analysis Plan is provided to the State (for illustration purposes only, if there are ten Columns of Data, 4% of the total fee for the Data Profiling Phase Services will be paid for each Final Data Analysis Plan for a Column of Data)
Data Cleansing Phase Services Deliverables	% of Total Fee for the Data Cleansing Phase Services To be Paid for Deliverable
Data Cleansing Approach Document	25%
DCCAR for a functional roll-out of the New PAS Solution	Remaining 75% will be allocated proportionally based on the number of functional rollouts for which a DCCAR is provided to the State (for example, if there are five functional rollouts, 15% of the total fee for the Data Cleansing Phase Services will be paid for each DCCAR for a functional roll-out)
Data Migration Technical Phase Services Deliverables	% of Total Fee for the Data Migration Technical Phase Services To be Paid for Deliverable
Data Migration Plan	25%
DMAR for a functional roll-out of the New PAS Solution	Remaining 75% will be allocated proportionally based on the number of functional rollouts (for example, if there are five functional rollouts, 15% of the total fee for the Data Migration Technical Phase Services will be paid for each DMAR for a functional rollout)

The Contractor shall invoice the State as provided in Section C.5 below for the amount withheld by the State pursuant to this Section. Notwithstanding any provision to the contrary, if the State determines that a previously accepted Deliverable has become deficient as a result of a correction to a deficiency in a subsequent Deliverable, the Contractor shall correct the deficiency in the previously accepted Deliverable.

- A.10. 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.11. Contractor Personnel.
- a. Personnel Assignment. In performing the services as set forth in this Contract, the Contractor shall assign such qualified personnel as needed to perform the services required under this Contract. Should any of the named individuals assigned to this Contract be reassigned, or otherwise removed (whether voluntary or involuntary) as the key project team under this Contract, the Contractor shall promptly notify the State and give the State the right to approve the appointment of the person designated to replace

that individual. The Contractor agrees that any such replacement personnel shall possess the qualifications, education, training, experience, and certifications necessary to perform the services under this Contract.

- b. Reassignment or Removal of Personnel. During the term of this Contract, the State reserves the right to require the Contractor to reassign or otherwise remove from performance of this Contract any personnel found unacceptable to the State and to substitute another individual in his/her place that is acceptable to the State.
- A.12. Memorandum of Understanding. A Memorandum of Understanding (MOU) signed by the State and the Contractor may be used to document items in the scope of services that are to be mutually agreed upon between the State and the Contractor or to make changes or define services that are necessary and which are within the general scope of the Contract but were inadvertently unspecified in the Contract, provided that the MOU does not affect the Contractor's compensation rates set forth in Section C.3.b. below.
- A.13. Non-Solicitation. During the term of this Contract and for a period of twelve (12) months after the date the Contractor last provides services to the State under this Contract, neither party shall knowingly and directly solicit for employment or as an independent contractor any person employed by the other, if such person was directly involved in the performance of this Contract, without the express consent of the other party. This provision shall not apply to any individual whose employment has been terminated for a period of three (3) months or longer before any such solicitation occurs or to any offers of employment initiated by either party prior to the execution of this Contract.
- A.14. Data Ownership; State Data; and Storage. The State is the exclusive owner of all of the State Data, information, documents or records transmitted to the Contractor pursuant to the terms of this Contract. The Contractor shall not change, alter, delete, manipulate or destroy the State Data, information, documents or records without the express written consent of the State or as otherwise provided in this Contract. Additionally, the Contractor shall not transmit, transfer, send, submit, sell, disclose, assign or lease the State Data, information, documents or records to any other individual or entity without the express written consent of the State. Further, the Contractor shall not use State Data to train an AI model or to otherwise enter State Data into an AI tool without explicit written consent of the State or as otherwise provided in this Contract. At any time during the Contract Term or upon the expiration or termination of this Contract, the State may request that the Contractor send the State Data, information, documents, and records back to the State in the same form or format in which it was transmitted to the Contractor. The Contractor shall not retain a copy of the State Data, information, documents, and records once they are transmitted by the Contractor to the State. For purposes of this Contract, "State Data" means all data or information pertaining to the State, its business, and individual TCRS members and their respective beneficiaries that is acquired or created by the Contractor or acquired or created by a subcontractor of the Contractor in the furtherance of this Contract, including, but not limited to, Confidential Information (as defined in Section D.34 below), PII (as defined in Section E.6 below), and Confidential State Data (as defined in Section E.4 below). The Contractor and the State will agree on the secure method of transmission and maintenance of State Data which will be encrypted at the file level while in flight from the State to the Contractor, in flight from the Contractor back to the State, and at rest while being maintained by the Contractor. If the State Data is retained on a file transfer platform, the Contractor shall ensure that State Data shall not be retained on such system for any longer than is needed, and in any case, for no more than twenty-four (24) hours after transmission to the Contractor or to a subcontractor of the Contractor.

All Deliverables, reports, and documents produced in the performance of this Contract shall be the sole property of the State. The Contractor shall make no distribution of work specifically produced for the State to others without the express written consent of the State or as otherwise provided in this Contract. The Contractor agrees not to assert any rights at common law or in equity or establish any claim to statutory copyright in such deliverables, reports and documents.

- A.15. No Services or State Data Outside of the United States. The Contractor shall not perform, nor allow any of its agents or subcontractors to perform, services under this Contract from outside of the United States without the State's prior written consent. Additionally, the Contractor shall not move or transmit any State Data outside of the United States, store any State Data outside of the United States, or permit access to any State Data from locations outside the United States (including the ability to view information from outside the United States), without the State's prior written consent, including backup data. The Contractor's personnel located in the United States must perform all processing of State Data. If the State consents, any move or access must be limited to the State Data specified in the State's consent, and the Contractor's obligations relating to State Data continue to apply in all other cases. Any breach of this provision constitutes a non-curable, material breach of this Contract that will entitle the State to immediately terminate this Contract pursuant to D.6. below. All references in this section to the "United States" mean the fifty states and does not include any territorial possessions of the United States.
- A.16. Cyber Incidents or Breaches. The Contractor shall notify the State immediately, but no later than twenty-four (24) hours of the Contractor becoming aware of a suspected or confirmed instance of unauthorized access to or potential disclosure of State Data in the custody or control of the Contractor by virtue of the services provided to the State hereunder or in the custody or control of a subcontractor used by Contractor under this Contract, or a file transfer platform (a "Security Incident"). Immediately thereafter, the Contractor shall provide to the State all information and reports relative to the Security Incident; this includes information and reports in the possession of any subcontractor or cyber security firm acting on behalf of the Contractor for the purpose of responding, containing, or remediating against such Security Incident. The Contractor shall take all necessary measures to halt any further unauthorized disclosures. The Contractor will (i) at State's sole discretion, either undertake remediation efforts at its sole expense or reimburse the State for the State's reasonable costs and expenses in connection with taking remediation efforts, and (ii) ensure that the plan associated with such remediation efforts includes components aimed at preventing the recurrence of the same type of Security Incident. The State shall have the sole right to determine remediation efforts, and (i) whether notice of any Security Incident will be provided to any individuals, regulators, law enforcement agencies or consumer reporting agencies and (ii) the contents of such notice, whether any type of remediation may be offered to affected individuals, and the nature and extent of any such remediation. Notwithstanding the foregoing, the Contractor may, without the State's approval, provide notice of any Security Incident if required by law, rule, or regulation or at the request of any governmental or regulatory authority whose request must be honored pursuant to law or regulation and only to the extent specifically required.

Notwithstanding anything in this Contract to the contrary, the State reserves the right to use the Contractor's name in the notification of any such Security Incident. The Contractor agrees to pay actual costs associated with providing notification of the Security Incident to affected individuals and any associated mitigation costs incurred by State including, but not limited to, costs associated with the State providing its own notification to affected individuals, in addition to the notification provided by the Contractor. The Contractor also agrees to pay the actual costs for identity theft and restoration services, credit monitoring, and identity theft insurance coverage up to at least one million dollars (\$1,000,000) in stolen funds per affected individual, if the State determines in its sole discretion that a Security Incident by the Contractor is significant enough to warrant such measures. The Contractor shall also reimburse State for all other reasonable costs, expenses, damages, and other losses resulting from any Security Incident involving State Data.

Upon written or oral notice by the State to do so, the Contractor shall by no later than ten (10) business days after receipt of the notice provide all affected individuals with notification of the breach and with access to the following: identity theft and restoration services, credit monitoring, and identity theft insurance coverage up to at least one million dollars (\$1,000,000) in stolen funds per affected person, and call center services. If the Contractor obtains access to the Data by remotely accessing the State's environment, the identity theft and restoration services, credit monitoring, and identity theft insurance shall be provided by the Contractor for up to at least five

(5) years. Otherwise, the identity theft and restoration services, credit monitoring, and identity theft insurance shall be provided by the Contractor for up to at least ten (10) years. Notification of the breach and access to identity theft protection and restoration services, credit monitoring services, and identity theft insurance coverage occurs when the Contractor puts a letter in the mail as first-class mail using the U.S. Postal Service notifying affected individuals of these services and coverage. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to the State under this Contract or otherwise available at law. The obligations set forth in this Section shall survive termination of this Contract.

A.17. Transfer of Contractor's Obligations.

- a. The Contractor shall immediately notify the State in writing of a proposed merger, acquisition or sale of its business operation, or the part of its business operation that provides services under this Contract, or that this Contract will be sold to or assumed by another entity. The entity that is proposed to assume the Contractor's duties under this Contract, whether through merger, acquisition, sale or other transaction, will be hereinafter described as the "New Entity."
- b. The Contractor (or, if the Contractor no longer exists as a legal entity, the New Entity) will provide to the State within a reasonable time, information that the State may require about the merger, acquisition or sale, which may include, but not be limited to, the following:
 - i. the date and terms of the merger, acquisition or sale, including specifically, but not limited to, adequate documentation of the financial solvency and adequate capitalization of the proposed New Entity;
 - ii. a complete description of the relationship of any New Entity to any parent company or subsidiary or division resulting from the merger, acquisition or sale of the original Contractor's business or the part of the original Contractor's business that provides services under this Contract or from assumption by, or sale to, another entity of the contract itself, including, but not limited to:
 - (1) the names and positions of corporate or company officers, project managers, other Contractor management staff with responsibilities under the Contract, and numbers and the type of technical or other personnel who will be responsible for fulfilling the obligations of the Contract, and any subcontracts that will be used to provide any personal or other services under the Contract by the New Entity and,
 - (2) an organizational chart clearly describing the organizational structure of the New Entity, parent company, subsidiary, division or other unit of the entity or parent company with which it has merged or by which it, or the Contract, has been acquired; and
 - iii. such additional evidence of financial solvency, adequate capitalization and information regarding corporate organizational and personnel assigned to the Contract as the State determines is necessary to evaluate the status of the proposed or consummated merger, acquisition or sale.
- c. The original Contractor shall immediately notify the State in writing in the event of a change in its legal name and/or Federal Employer Identification Number (FEIN). The Contractor shall comply with State requests for copies of any documents that have been filed with state corporate records officials or other officials in the state of its incorporation that verify the name change and a narrative description of the reasons for the name change. If a New Entity has succeeded to the interest of the original Contractor, it shall

immediately provide the State written notification of its Federal Employer Identification Number (FEIN), its complete corporate name, State of incorporation, and other documentation required to effectuate the transfer.

- d. Notwithstanding any other provisions of this Contract to the contrary, the State may immediately terminate this Contract in whole or in stages in the event that it determines that the New Entity
- i. has been debarred from State or Federal contracting in the past five years; or
 - ii. has had a contract terminated for cause by the State of Tennessee within the past five years.

The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor or New Entity for compensation for any service which has not been rendered. Upon such termination, the Contractor or New Entity shall have no right to any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- e. The New Entity shall provide to the State within ten (10) Business Days of the State's request, a notarized statement signed by an individual authorized to bind the New Entity certifying that all liabilities and obligations incurred by the former Contractor are assumed by the New Entity.
- f. If the New Entity owes money to the State of Tennessee, it acknowledges that Tenn. Code Ann. § 9-4-604 requires repayment of these funds and will enter into a legally binding agreement for repayment.
- g. The Contractor shall not be required to disclose to the State any material nonpublic information until such information becomes public unless the information is expressly required under this Section.
- A.18. Applicable Gifts and Solicitations Policy. The Contractor shall not offer to give, or give, any gift to any employee of the State or to any member of a Board, Commission or Committee administratively attached to the State that would violate the State's Gifts and Solicitations Policy, included as Contract Attachment 1 to this Contract.
- A.19. Service and Organization Controls (SOC) Report. On an annual basis, and upon the written request of the State, the Contractor shall provide the State with a Type II Independent Service Auditor's report prepared for the service organization's controls relevant to the services provided under this Contract, such as, but not limited to, security, system availability, transaction processing, confidentiality and privacy, in accordance with Statement on Standards for Attestation Engagements (SSAE 18), or equivalent standard issued by the AICPA, without requiring the State to execute any other agreements or agree to any additional confidentiality obligations.
- 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.

B. TERM OF CONTRACT:

This Contract shall be effective on July 1, 2024 ("Effective Date") and extend for a period of sixty (60) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

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)
Data Profiling Phase Services as described in Section A.6 Note: Compensation for these services shall be paid in the manner provided in Section A.9.h. above.	\$ _____ (flat fee)
Data Cleansing Phase Services as provided in Section A.7 Note: Compensation for these services shall be paid in the manner provided in Section A.9.h. above.	\$ _____ (flat fee)
Data Migration Technical Phase Services as provided in Section A.8 Note: Compensation for these services shall be paid in the manner provided in Section A.9.h. above.	\$ _____ (flat fee)

- 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:

Administrative Services Division

Tennessee Treasury Department
 14th Floor, Andrew Jackson State Office Building
 502 Deaderick Street
 Nashville, Tennessee 37243

- a. Each invoice, on Contractor's letterhead, shall clearly and accurately detail all of the following information (calculations must be extended and totaled correctly):
- (1) Invoice number (assigned by the Contractor);
 - (2) Invoice date;
 - (3) Contract number (assigned by the State);
 - (4) Customer account name: Tennessee Treasury Department, Tennessee Consolidated Retirement System;
 - (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:

Jamie Wayman, Director Tennessee Consolidated Retirement System
Tennessee Treasury Department
14th Floor, Andrew Jackson State Office Building
502 Deaderick Street
Nashville, Tennessee 37243-0208
Jamie.Wayman@tn.gov
Telephone # (615) 253-3847

The Contractor:

[CONTRACTOR CONTACT NAME & TITLE]
[CONTRACTOR NAME]
[ADDRESS]
[EMAIL ADDRESS]
Telephone # [NUMBER]

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

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

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

- D.9. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any

other classification protected by federal or state law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

- D.10. 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 Contract Attachment 2, semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.
 - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.
 - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
 - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.
- D.11. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.12. Monitoring. The Contractor's activities conducted, and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.13. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.

- D.14. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.
- D.15. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one Party are not employees or agents of the other Party.
- D.16. Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless from any costs to the State arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.
- D.17. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. The State's total liability under this Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability. This limitation of liability is cumulative and not per incident.
- D.18. Limitation of Contractor's Liability. In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Maximum Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for: (i) intellectual property or any Contractor indemnity obligations for infringement for third-party intellectual property rights; (ii) any claims covered by any specific provision in the Contract providing for liquidated damages; or (iii) any claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death. For clarity, except as otherwise expressly set forth in this Section, Contractor's indemnification obligations and other remedies available under this Contract are subject to the limitations on liability set forth in this Section.
- D.19. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys' fees, court costs, expert witness fees, and other litigation expenses for the State to enforce the terms of this Contract.

In the event of any suit or claim, the Parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor,

through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

- D.20. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), Health Information Technology for Economic and Clinical Health (“HITECH”) Act and any other relevant laws and regulations regarding privacy (collectively the “Privacy Rules”). The obligations set forth in this Section shall survive the termination of this Contract.
- a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable requirements in the course of this Contract.
 - b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT “protected health information” as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.
 - d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.
- D.21. Tennessee Consolidated Retirement System. Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, *et seq.*, the law governing the Tennessee Consolidated Retirement System (“TCRS”), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-35-101, *et seq.*, accepts State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of “employee/employer” and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.
- D.22. Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.
- D.23. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in

connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded, disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor's performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees for the affected obligations until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.
- D.25. State and Federal Compliance. The Contractor shall comply with all State and federal laws and regulations applicable to Contractor in the Contractor's performance of this Contract.
- D.26. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 408.
- D.27. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties'

agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.

- D.28. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.
- D.29. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.30. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:
- a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
 - b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below), which includes Contract Attachments 1 and 2;
 - c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
 - d. the State solicitation, as may be amended, requesting responses in competition for this Contract;
 - e. any technical specifications provided to proposers during the procurement process to award this Contract; and
 - f. the Contractor's response seeking this Contract.
- D.31. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Contract. The Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.32. Insurance. Contractor shall maintain insurance coverage as specified in this Section. The State reserves the right to amend or require additional insurance coverage, coverage amounts, and endorsements required under this Contract. Contractor's failure to maintain or submit evidence of insurance coverage, as required, is a material breach of this Contract. If Contractor loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term, Contractor shall immediately notify the State. All insurance companies providing coverage must be: (a) acceptable to the State; (b) authorized by the Tennessee Department of Commerce and Insurance ("TDCI"); and (c) rated A- / VII or better by A.M. Best. All coverage must be on a primary basis and noncontributory with any other insurance or self-insurance carried by the State. Contractor agrees to name the State as an additional insured on any insurance policy with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) insurance. All policies must contain an endorsement for a waiver of subrogation in favor of the State. Any deductible or self-insured retention ("SIR") over fifty thousand dollars (\$50,000) must be approved by the State. The deductible or SIR and any premiums are the Contractor's sole responsibility. The Contractor agrees that the insurance requirements specified in this Section do not reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements.

To achieve the required coverage amounts, a combination of an otherwise deficient specific policy and an umbrella policy with an aggregate meeting or exceeding the required coverage amounts is acceptable. For example: If the required policy limit under this Contract is for two million dollars (\$2,000,000) in coverage, acceptable coverage would include a specific policy covering one million dollars (\$1,000,000) combined with an umbrella policy for an additional one million dollars (\$1,000,000). If the deficient underlying policy is for a coverage area without

aggregate limits (generally Automobile Liability and Employers' Liability Accident), Contractor shall provide a copy of the umbrella insurance policy documents to ensure that no aggregate limit applies to the umbrella policy for that coverage area. In the event that an umbrella policy is being provided to achieve any required coverage amounts, the umbrella policy shall be accompanied by an endorsement at least as broad as the Insurance Services Office, Inc. (also known as "ISO") "Noncontributory—Other Insurance Condition" endorsement or shall be written on a policy form that addresses both the primary and noncontributory basis of the umbrella policy if the State is otherwise named as an additional insured.

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

The State agrees that it shall give written notice to the Contractor as soon as practicable after the State becomes aware of any claim asserted or made against the State, but in no event later than thirty (30) calendar days after the State becomes aware of such claim. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor or its insurer, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

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

a. Commercial General Liability ("CGL") Insurance

- 1) The Contractor shall maintain CGL, which shall be written on an ISO Form CG 00 01 occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises and operations products and completed operations, bodily injury, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). The Contractor shall maintain single limits not less than one million dollars (\$1,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this policy or location of occurrence or the general aggregate limit shall be twice the required occurrence limit.

b. Workers' Compensation and Employer Liability Insurance

- 1) For Contractors statutorily required to carry workers' compensation and employer liability insurance, the Contractor shall maintain:
 - i. Workers' compensation in an amount not less than one million dollars (\$1,000,000) including employer liability of one million dollars (\$1,000,000) per accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit by disease, and one million dollars (\$1,000,000) per employee for bodily injury by disease.
- 2) If the Contractor certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Contractor shall furnish written proof of such exemption for one or more of the following reasons:
 - i. The Contractor employs fewer than five (5) employees;
 - ii. The Contractor is a sole proprietor;
 - iii. The Contractor is in the construction business or trades with no employees;
 - iv. The Contractor is in the coal mining industry with no employees;
 - v. The Contractor is a state or local government; or
 - vi. The Contractor self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

c. Automobile Liability Insurance

- 1) The Contractor shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles).
- 2) The Contractor shall maintain bodily injury/property damage with a limit not less than one million dollars (\$1,000,000) per occurrence or combined single limit.

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

- 1) The Contractor shall maintain technology professional liability (errors & omissions)/cyber liability insurance appropriate to the Contractor's profession in an amount not less than ten million dollars (\$10,000,000) per occurrence or claim and ten million dollars (\$10,000,000) annual aggregate, covering all acts, claims, errors, omissions, negligence, infringement of intellectual property (including copyright, patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, unauthorized disclosure, alteration, corruption, destruction, or deletion of information stored or processed on a computer system, the failure to prevent the transmission of malicious code or malware (intentional or unintentional), ransomware, data breach response, including remediation expenses, 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, *loss of data*, collection, or

other negligence in the handling of confidential information, and including coverage for related regulatory fines, defenses, and penalties.

- 2) Such coverage shall include data breach response expenses, in an amount not less than ten million dollars (\$10,000,000) and payable whether incurred by the State or Contractor, including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services and expenses in the performance of services for the State or on behalf of the State hereunder.

e. Crime Insurance

- 1) The Contractor shall maintain crime insurance, which shall be written on a “loss sustained form” or “loss discovered form” providing coverage for third party fidelity, including cyber theft and extortion. The policy must allow for reporting of circumstances or incidents that may give rise to future claims, include an extended reporting period of no less than two (2) years with respect to events which occurred but were not reported during the term of the policy, and not contain a condition requiring an arrest or conviction.
- 2) Any crime insurance policy shall have a limit not less than one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) in the aggregate. Any crime insurance policy shall contain a Social Engineering Fraud Endorsement with a limit of not less than two hundred and fifty thousand dollars (\$250,000). This insurance may be written on a claims-made basis, but in the event that coverage is cancelled or non-renewed, the Contractor shall purchase an extended reporting or “tail coverage” of at least two (2) years after the Term.

- D.33. Major Procurement Contract Sales and Use Tax. Pursuant to Tenn. Code Ann. § 4-39-102 and to the extent applicable, the Contractor and the Contractor’s subcontractors shall remit sales and use taxes on the sales of goods or services that are made by the Contractor or the Contractor’s subcontractors and that are subject to tax.
- D.34. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State that is regarded as confidential under state or federal law shall be regarded as “Confidential Information.” Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.
- The obligations set forth in this Section shall survive the termination of this Contract.
- D.35. Boycott of Israel. The Contractor certifies that it is not currently engaged in, and covenants that it will not, for the duration of the Contract, engage in a Boycott of Israel, as that term is defined in Tenn. Code Ann. § 12-4-119.
- D.36. Prohibited Contract Terms. The prohibited contract terms and conditions enumerated in 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.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.
- E.2. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's Response to RFP # 30901-59824 (Attachment 6.2, Section B.25) and resulting in this Contract.

The Contractor shall assist the State in monitoring the Contractor's performance of this commitment by providing, as requested, a monthly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, service-disabled veterans, and persons with disabilities. Such reports shall be provided to the State of Tennessee Governor's Office of Diversity Business Enterprise in the TN Diversity Software available online at:

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

- E.3. 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.

In addition to the above indemnity, if the State's use of any deliverable, or any portion thereof, provided under this Contract, is or is likely to be enjoined by order of a court of competent jurisdiction as such an infringement or unauthorized use, the Contractor, at its expense, shall: (x) procure for the State the continued use of such deliverable; (y) replace such deliverable with a non-infringing counterpart; or (z) modify such deliverable so it becomes non-infringing; provided that, if (y) or (z) is the option chosen by the Contractor, the replacement or modified deliverable must be capable of performing substantially the same function. Notwithstanding the foregoing, the State retains the right to terminate the Contract in accordance with Section D.6 hereunder in the event of such infringement or unauthorized use, and any such exercise of these allowable options by Contractor shall not relieve Contractor of its indemnity obligations under this Section.

The forgoing indemnity does not apply to the extent that the infringement arises from the State's: (i) use of the deliverable not in accordance with instructions, documentations, or specifications ("Misuse"); (ii) alteration, modification or revision of the Deliverables not expressly authorized by the Contractor ("Alteration"); (iii) failure to use or implement corrections or enhancements to the Deliverables made available by the Contractor to the State at no additional cost to the State, except where such failure to use or implement corrections or enhancements is a result of State's termination in accordance with the preceding paragraph; or (iv) combination of the Deliverables with materials not provided, specified, or approved by the Contractor.

- E.4. Contractor Hosted Services Confidential Data, Audit, and Other Requirements.

a. "Confidential State Data" is defined as data deemed confidential by State or Federal statute or regulation. The Contractor shall protect Confidential State Data as follows:

- (1) The Contractor shall ensure that all Confidential State Data is housed in the continental United States, inclusive of backup data.
- (2) The Contractor shall encrypt Confidential State Data at rest and in transit using the current version of Federal Information Processing Standard ("FIPS") 140-2 or 140-3 (current applicable version) 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 and the Contractor's processing environment containing Confidential State Data shall either (1) be in accordance with at least one of the following security standards: (i) International Standards Organization ("ISO") 27001; (ii) Federal Risk and Authorization Management Program ("FedRAMP"); or (2) 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 audit. The State shall approve the SOC audit control objectives. The Contractor shall provide proof of current ISO certification or FedRAMP authorization for the Contractor and Subcontractor(s), or provide the State with the Contractor's and Subcontractor's annual SOC Type II audit report within 30 days from when the CPA firm provides the audit report to the Contractor or Subcontractor. The Contractor shall submit corrective action plans to the State for any issues included in the audit report within 30 days after the CPA firm provides the audit report to the Contractor or Subcontractor.

If the scope of the most recent SOC audit report does not include all of the current State fiscal year, upon request from the State, the Contractor must provide to the State a letter from the Contractor or Subcontractor stating whether the Contractor or Subcontractor made any material changes to their control environment since the prior audit and, if so, whether the changes, in the opinion of the Contractor or Subcontractor, would negatively affect the auditor's opinion in the most recent audit report.

No additional funding shall be allocated for these certifications, authorizations, or audits as these are included in the Maximum Liability of this Contract.

- (4) The Contractor must annually perform Penetration Tests and Vulnerability Assessments against its Processing Environment. "Processing Environment" shall mean the combination of software and hardware on which the Application runs. "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.
- (5) Upon State request, the Contractor shall provide a copy of all Confidential State Data it holds. The Contractor shall provide such data on media and in a format determined by the State.

- (6) Upon termination of this Contract and in consultation with the State, the Contractor shall destroy all Confidential State Data it holds (including any copies such as backups) in accordance with the current version of National Institute of Standards and Technology (“NIST”) Special Publication 800-88. The Contractor shall provide a written confirmation of destruction to the State within ten (10) business days after destruction.

b. Minimum Requirements

- (1) The Contractor and all data centers used by the Contractor to host State data, including those of all Subcontractors, must comply with the State’s Enterprise Information Security Policies as amended periodically. The State’s Enterprise Information Security Policies document is found at the following URL: <https://www.tn.gov/finance/strategic-technology-solutions/strategic-technology-solutions/sts-security-policies.html>.
- (2) The Contractor agrees to maintain the Application so that it will run on a current, manufacturer-supported Operating System. “Operating System” shall mean the software that supports a computer’s basic functions, such as scheduling tasks, executing applications, and controlling peripherals.
- (3) If the Application requires middleware or database software, Contractor shall maintain middleware and database software versions that are at all times fully compatible with current versions of the Operating System and Application to ensure that security vulnerabilities are not introduced.

c. Comptroller Audit Requirements

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

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

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

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

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

- d. **Business Continuity Requirements.** The Contractor shall maintain set(s) of documents, instructions, and procedures which enable the Contractor to respond to accidents, disasters, emergencies, or threats without any stoppage or hindrance in its key operations (“Business Continuity Requirements”). Business Continuity Requirements shall include:
- (1) “Disaster Recovery Capabilities” refer to the actions the Contractor takes to meet the Recovery Point and Recovery Time Objectives defined below. Disaster Recovery Capabilities shall meet the following objectives:
 - i. **Recovery Point Objective (“RPO”).** The RPO is defined as the maximum targeted period in which data might be lost from an IT service due to a major incident: [4 hours]
 - ii. **Recovery Time Objective (“RTO”).** The RTO is defined as the targeted duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a break in business continuity: [24 Hours]
 - (2) The Contractor and the Subcontractor(s) shall perform at least one Disaster Recovery Test every three hundred sixty-five (365) days. A “Disaster Recovery Test” shall mean the process of verifying the success of the restoration procedures that are executed after a critical IT failure or disruption occurs. The Disaster Recovery Test shall use actual State Data Sets that mirror production data, and success shall be defined as the Contractor verifying that the Contractor can meet the State’s RPO and RTO requirements. A “Data Set” is defined as a collection of related sets of information that is composed of separate elements but can be manipulated as a unit by a computer. The Contractor shall provide written confirmation to the State after each Disaster Recovery Test that its Disaster Recovery Capabilities meet the RPO and RTO requirements.
- E.5. **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.6. **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.7. Extraneous Terms and Conditions. The 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 this Contract. Any such extraneous terms and conditions shall be void, invalid and unenforceable against the State. Any refusal by the 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 the Contractor.

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

TREASURY DEPARTMENT:

DAVID H. LILLARD, JR., STATE TREASURER**DATE**
CONTRACT ATTACHMENT 1**TREASURY DEPARTMENT'S GIFTS AND SOLICITATIONS POLICY**

No employee or any member of a Board, Commission or Committee administratively attached to the Department shall solicit, accept or agree to accept, directly or indirectly, on behalf themselves or their immediate family, any gift in violation of state law including, but not limited to, any gratuity, service, favor, entertainment, lodging, transportation, loan, loan guarantee rebate, money, any promise, obligation or contract for future awards or compensation or any other thing of monetary value, from any **individual** or **entity** that:

- Has, or is seeking to obtain, contractual or other business or financial relations with the Treasury Department or the Tennessee Consolidated Retirement System;
- Conducts operations or activities that are regulated by the Treasury Department;
- May bid on future procurement from the Department or a Board, Commission, or Committee administratively attached to the Department based on the employee's reasonable belief that the person or entity intends to submit a bid; or
- Has an interest that may be substantially affected by the performance or nonperformance of the employee's official duties.

Generally, gifts from a lobbyist or an employer of a lobbyist are prohibited; however, the following are exceptions to the general gift prohibition:

- A gift given for nonbusiness purpose and motivated by a close personal friendship and not by the position of the employee, and specifically authorized and defined by the Ethics Commission;
- Informational materials in the form of books, articles, periodicals, other written materials, audiotapes, videotapes, or other forms of communication;
- Sample merchandise, promotional items, and appreciation tokens if they are routinely given to customers, suppliers or potential customers or suppliers in the ordinary course of business;
- Unsolicited tokens or awards of appreciation, honorary degrees, or bona fide awards in recognition of public service in the form of a plaque, trophy, desk item, wall memento, and similar items, provided that any such item shall not be in a form which can readily be converted to cash;
- Benefits resulting from business, employment, or other outside activities of the employee or the employee's immediate family, if such benefits are customarily provided to others in similar circumstances and are not enhanced due to the status of the employee;
- Opportunities and benefits made available to all members of an appropriate class of the general public, including but not limited to, discounts afforded to the general public or prizes and awards given out in public contests;

- Expenses of out-of-state travel, if such expenses are paid for or reimbursed by a governmental entity or an established and recognized organization of elected or appointed state government officials;
- Food, refreshments, amenities, goody bags, entertainment, or beverages provided as part of a meal, reception or similar event including tradeshows and professional meetings; and
- Food, refreshments, meals, foodstuffs, entertainment, beverages that are provided in connection with the following: an event where the employee is a speaker or part of a panel discussion at a scheduled meeting of an established or recognized membership organization which regularly meets at in-state events in which invitations are extended to legislative or executive branch employees. The value of the items shall not exceed fifty dollars (\$50.00) per person, per day.*

* The amount may be increased to reflect the percentage of change in the average consumer price index. The Ethics Commission publishes the increased amount on its website. For other gifts offered which are not included in the exceptions above, the employee must obtain the written approval of the Assistant Treasurer for Legal, Compliance and Audit.

CONTRACT ATTACHMENT 2**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