



STATE OF TENNESSEE
DEPARTMENT OF HUMAN SERVICES

**REQUEST FOR PROPOSALS # 34501-11516
AMENDMENT # 4
FOR ESM FEASIBILITY STUDY AND QUALITY
ASSURANCE**

DATE: AUGUST 26, 2016

RFP # 34501-11516 IS AMENDED AS FOLLOWS:

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

EVENT	TIME (central time zone)	DATE
1. RFP Issued		Friday, June 10, 2016
2. Disability Accommodation Request Deadline	2:00 p.m.	Thursday, June 16, 2016
3. Pre-response Conference	9:00 a.m.	Tuesday, June 21, 2016
4. Notice of Intent to Respond Deadline	2:00 p.m.	Wednesday, June 22, 2016
5. Written "Questions & Comments" Deadline	2:00 p.m.	Friday, July 1, 2016
6. State Response to Written "Questions & Comments"		Friday, July 15, 2016
7. Written "Questions & Comments" Deadline [2]		Monday, August 15, 2016
8. State Response to Written "Questions & Comments" [2]		Friday, August 26, 2016
9. Response Deadline	2:00 p.m.	Tuesday, September 6,, 2016
10. State Completion of Technical Response Evaluations		Wednesday, September 21, 2016
11. State Schedules Respondent Oral Presentation(s)		Wednesday, September 21, 2016
12. Respondent Oral Presentation(s)	8:00 a.m. – 4:30 p.m.	Tuesday and Wednesday, September 27 & 28
13. State Opening & Scoring of Cost Proposals	2:00 p.m.	Thursday, September 29, 2016
14. Negotiations		Friday, September 30, 2016 to Tuesday, October 4, 2016

15. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	Wednesday, October 5, 2016
16. End of Open File Period		Wednesday, October 12, 2016
17. State sends contracts to federal entities for review		Wednesday, October 12, 2016
18. State sends contracts to Contractor for signature		Monday, December 12, 2016
19. Contractor Signature Deadline	2:00 p.m.	Monday, December 19, 2016

2. State responses to questions and comments in the table below amend and clarify this RFP.

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

QUESTION / COMMENT	STATE RESPONSE
1 How many Stakeholders are expected to participate in the requirements gathering activities? How many separate groups of Stakeholders are there?	The number of State Stakeholders cannot be specified at this time; however, the objective of the State is to ensure that a sufficient number of State resources participate in order for the Contractor to develop requirements during the term of the contract.
2 How many end users are expected to participate in the requirements gathering activities? How many separate groups of end users are there?	The number of State end users cannot be specified at this time; however, the objective of the State is to ensure that is a sufficient number of State resources participate in order for the Contractor to develop requirements during the term of the contract.
3 How many Stakeholders or end user groups are located in the TDHS Central Office in Nashville?	The number of State Stakeholders and end users cannot be specified at this time. TDHS has offices throughout the State but we anticipate the majority of the work will be completed in the TDHS Central Office in downtown Nashville.
4 In order to gauge the complexity of the requirements gathering effort approximately how many business functions are there in each of the 4 Program Areas?	Each Program Area has a multiplicity of business functions ranging from Program eligibility to interfacing (batching). As we continue to move toward a 21st Century delivery model, the State cannot specify a set number of business functions at this time. This information will be analyzed with the Contractor during the project.
5 Where are the other main TDHS Nashville offices located? How many separate Stakeholder or end user groups are located in each?	Please see the response to Question 3 above.
6 How many Stakeholders or end user groups are located outside of the TDHS Central Office in Nashville and other main Nashville offices?	Please see the response to Question 3 above.
7 Are any of the solution components of the desired new enterprise platform (e.g. Portal, Business Rules Engine, Business Intelligence, etc.) currently owned by the State, in use or in the process of being implemented?	At the present time there are no solution components owned by the State, in use or in the process of being implemented that have been identified for inclusion. The State will look to the deliverables produced as part of the feasibility study/alternative analysis to help assess whether to reuse any components of the existing systems in the new platform.

QUESTION / COMMENT	STATE RESPONSE
8 What is the State's maturity level with technologies and products satisfying these solution components?	The State will look to the deliverables produced as part of the feasibility study/alternative analysis to help assess maturity level.
9 What is the State's maturity level with Business Rules Engine technology and rules-based solutions?	Please see the response to Question 8 above.
10 "The contractor shall use the most recent TBSM model ... or a comparable methodology ... as approved by the State". What other methodologies are approved by the State?	The State of Tennessee's Information Technology Project Management methodology is Tennessee Business Solutions Methodology (TBSM). If the Contractor desires to use a different project management methodology, it must be comparable to TBSM and receive approval from the State, including accompanying templates, for its use.
11 "Review and Approval of Deliverables" - when will the State and the Contractor establish reasonable review and approval timeframes for each deliverable? These are key to ensuring that all deliverables can be completed and approved within the duration required by the RFP.	These timeframes will be established during the initial project planning activities with the Contractor.
12 Pro Forma Contract 6.6.1 section A.3 requires a Project Kickoff within 10 days of the initial assessment. However the TBSM defines two Kickoff's: Project Team Kickoff which occurs during Planning and Project Kickoff that starts the Execution phase. Will the State clarify to which Kickoff is referred?	Pro Forma Contract 6.6.1 Section A.3 requires a Project Kickoff Meeting within 10 business days following the effective date of this Contract or as mutually agreed upon by the parties.
13 Will the State provide a version of Microsoft Project to use for Document and Spreadsheet creation or does the contractor need to provide their own? If so, which version is required?	The Contractor is responsible for providing Microsoft Office for its own use, as needed. The State requires use of the most current release at the time of award.
14 Does the State have an installation of SharePoint that should be used for the Project Repository or does it require a separate installation?	The Contractor's repository requirements are specified in RFP Attachment 6.6.1, Sections A.6. In addition, details of the installation and management of the repository will be determined during the project planning phase with the Contractor.
15 If the State has an installation of SharePoint that should be used, does it have version control enabled?	The configuration of the tool provided and or used by the State will be determined during the project planning phase (after contract award).
16 "The Contractor shall use software for the repository that is pre-approved by the State." Other than SharePoint, what other software is pre-approved by the State?	See response for Question 14 above. In addition, the State can provide a copy of the State of Tennessee Enterprise Architecture document upon written request to the RFP Coordinator. Please note that release of this document will require the requestor to sign a confidentiality agreement.
17 Approximately how many program policy documents are available to be reviewed?	There are approximately 1,100 policy documents available.
18 Approximately how many existing application documents exist?	The State has approximately 230 COTS related documents, approximately 900 TCSES program documents, approximately 12 ARTS application documents, and over 3,000 ACCENT documents which will be made available

QUESTION / COMMENT	STATE RESPONSE
	during the project planning activities.
19 What level of documentation exists for the existing systems and how soon can it be made available to the team?	Please see the response to Question 18 above. Documentation will be made available to the Contractor during the initial planning activities.
20 "The activities for business analysis and the tools used shall be pre-approved by the State." Will approved tools that are server-based (other than the Requirements Repository) be required to be installed on a State server or can they be on a server hosted & maintained by the contractor?	Decisions on approved tools that are server-based shall during the initial project planning activities.
21 Do the Stakeholders and users who will be involved in requirements gathering sessions have an understanding of the terminology and process used to capture use case, business processes and business rule requirements?	Not all the Stakeholders and users will have such an understanding. As stated in Section A.8.g.ii of Attachment 6.6.1, the Contractor will need to train the Requirements Evaluation Team.
22 To improve accuracy of our estimates of effort and time required to completely document the detailed business use cases, processes, rules and security requirements we need to know how many of the Stakeholders and users who will participate in requirements gathering sessions know the high level business use case, process, rules and security requirements (inputs, outputs, internal processing), and how many know the detailed business use cases, processes, rules and security requirements?	The number of Stakeholders and end users with the knowledge described cannot be specified at this time. As stated in Section A.8.g.ii of Attachment 6.6.1, the Contractor will need to train the Requirements Evaluation Team.
<p>23 Please classify and count how many State Business Process and Business Rules Requirements Experts the State will make available for this project, and how much time allocation (availability) each Expert will be available and have time dedicated to this effort (i.e. are they available 100% of their time, 25%, etc.)</p> <p>(a) State Business Process and Rule Subject Matter Experts (SMEs), # and % of availability?</p> <p>(b) State Business Process and Rule SME's who are considered Key Personnel Nearing Retirement?</p> <p>(c) Business Process and Rules Analysts, Designers, Modelers in each Program Areas?</p> <p>(d) Technical Business Process and Rules Analysts in IT Units?</p> <p>(e) Business Process and Rule Authors and/or Developers?</p> <p>(f) Business Process and Rule Testers?</p>	The number of experts cannot be specified at this time. This information and estimated time allocation will be discussed during project kickoff and planning activities. The staff will be made available as needed to achieve project goals.

QUESTION / COMMENT	STATE RESPONSE
(g) Business Process and Rule Approvers?	
24 Will the State allow Business Analysis and Requirements gathering sessions to be recorded for use by the project team to clarify requirement details.	The State will consider the request and allow recording these sessions as needed during the initial project planning activities.
25 Does the State have a Requirements Repository product in place that should be used? If not which products are State-approved Requirements Repositories?	Please see the response to Question 16, above.
26 Does the State have an installation of SharePoint that could be used for the Requirements Repository or does it require a separate installation?	The Contractor's repository requirements are specified in RFP Attachment 6.6.1, Sections A.8.p
27 Is the State open to the use of a Cloud-based Requirements Repository to at minimum be used to capture & maintain requirements and associated artifacts (i.e. SharePoint or another product installed on State equipment could be used as the project document repository)?	The State will consider the use of a cloud-based requirements repository as needed during the initial project planning activities with the Contractor.
28 Is the Contractor expected to participate in the creation of the DDI RFP document?	Please see the response to Question 44 in Amendment 1.
29 How detailed are the captured & documented expected to be requirements be? Should they be based on the Stakeholder requirements gathering sessions and "review of historical data"? Does the State require the Contractor to harvest business rules from the existing application code?	The requirements must be detailed enough to be used in the DDI procurement and leveraged by the DDI contractor. They should be based on various sources - the key ones being the requirements gathering sessions, review of historical data, and the contractor's own experience and expertise on similar projects. As the State is focused on what the new system will provide, we do not anticipate the need for the Contractor to harvest business rules from the existing legacy system application code.
30 What are the State standards for SOA architecture that should be referenced in the General System Design?	Please see the response to Question 16 in Amendment 1.
31 Does the State already have knowledge of similar systems or components from other States that should be considered in the Alternative Analysis or is the contractor required to identify and research them?	The State expects the Contractor to contribute their experience and knowledge about systems and components from other states to the discussions but the final decision will be made by the State.
32 Pro Forma Contract 6.6.1 section A.12.b.i specifies 5 options to be included in the Alternative Analysis. However section A.12.b.ii lists 3 options for the Alternative Analysis. Will the State clarify the number of minimum options expected for the Alternative Analysis, Gap Analysis and the following Cost-Benefit Analysis in section A.12.c?	Contractor shall consider all five options for the Alternative Analysis. The final Alternative Analysis shall compare at least three of the options. Contractor shall choose the three options in consultation with the State project team.
33 Will the QA Services contract vender perform the tasks included in the Test Plan? If not, who?	Please see the response to Question 21 in Amendment 1.
34 During the Federal IAPD approval process will	The State will take the lead role in communicating with the

QUESTION / COMMENT	STATE RESPONSE
the Contractor or the State take the lead role in communicating with the Federal government regarding questions or issues with the submitted IAPD?	Federal government.
35 Are there any requirements for the contractor to be onsite during the Federal IAPD approval period?	<p>During the Federal IAPD approval period, the Contractor will need to be onsite for meetings and presentations as required by the State. If any work being conducted does not benefit from on-site presence during that period, the Contractor will not need to be onsite, with the State's approval.</p> <p>Please see Section No. 5 of this Amendment #4.</p>
36 Since the new enterprise platform is intended to be more flexible than the current systems does it need to address business and/or technical requirements beyond those provided needed to support the 4 Program Areas? If so, which State Project Team member(s) will provide those broader requirements?	The State has highlighted the need for the SOA Enterprise Platform as the intention is for the system to have the flexibility to expand beyond support for the four Program Areas.
37 Does the State have other Enterprise IT groups cutting across all 4 of the Program Areas in scope (e.g. Architecture, Security, Information Management, Document Management, Data, DevOps, Production Operations) that will need to participate in requirements gathering sessions? If so, what is the name and scope of each group?	The specific name and scope of each group cannot be specified at this time; however, the objective of the State is to ensure that there is a sufficient number of such resources available to provide the support, review, and deliverable acceptance required during the term of the contract.
38 Are there any non-State employees on the State's Project Team? If so, which State Project Team member is responsible for ensuring that they meet their obligations in the project plan so as not to impact the ability of the Contractor to meet their deliverables within the duration specified by the RFP?	The State Project Manager will review any non-State employees or contractors' work to ensure that obligations are met in accordance with the project plan.
39 Which State Project Team member will be the point of contact for deliverable reviews?	The State Project Manager will be the point of contact for deliverable reviews.
40 All these activities will be performed at the State's Project Site even for meetings with Stakeholders "located outside of the TDHS Central Office in Nashville and other main Nashville offices?"	Please see the response to Question 18 in Amendment 1.
41 Will the State allow some or all of the Contractor Project Team to work on activities other than those listed (e.g. research, information synthesis, document preparation, etc.) to be performed offsite or via remote access to the State's Project Site?	The State may allow some of the Contractor Project Team to work offsite on Feasibility Study activities other than those mentioned and will make their decision after reviewing each request. For the QA contract work, the Contractor shall perform all QA Services at the State's Project Site unless otherwise approved by the State.
42 Will the State allow some or all of the Contractor Project Team to work on activities other than those listed (e.g. research, information synthesis, document preparation, etc.) to be performed offshore via remote access to the State's Project Site?	Please see the response to Question 41 above.

QUESTION / COMMENT	STATE RESPONSE
43 What are the minimum State platform requirements for contractor equipment?	Please see the response to Question 45 in Amendment 1.
44 Will the State provide a version of Microsoft Office to use for Document (MS-Word) and Spreadsheet (MS-Excel) creation and MS-Visio for Diagram creation or does the contractor need to provide their own? If so, which version is required?	The Contractor is responsible for providing Microsoft Office for their own use, as needed. The version of Microsoft Office currently being used by the State can be found in the State of Tennessee Enterprise Architecture document which can be provided upon written request to the RFP Coordinator. Please note that release of this document will require the requestor to sign a confidentiality agreement.
45 What method of integration does COTS have with the Tennessee Education Lottery Corporation, FNS Treasury Offset Program system (TOP) and FNS Electronic Disqualification Recipient System (EDRS)?	The current integration methods are input and output files. However, the State will look to the deliverables produced as part of the feasibility study/alternative analysis to help determine integration methods.
46 Are the TANF and SNAP Programs currently the only users of COTS?	There are other users of COTS including, for example, the Program Integrity Unit.
47 How will BacTrak be affected by the ESM project (it is not mentioned in the Appendix 2 Overview on page 77)?	While Bactrak is not specifically identified on page 77, it does fall into the category of Legacy Systems. See page 79 (Attachment 6.6.1). The State will look to the deliverables produced as part of the feasibility study/alternative analysis to determine the impact. Please see response to Question 33 in Amendment 1.
48 What technology was used to implement TCCMS?	TCCMS was implemented in the first quarter of 1998, and it is built on a Sun Solaris 3500 and Oracle Forms 5.0 platform.
49 Since the TCSES system "achieved Level III federal certification for its full compliance with the requirements mandated by PRWORA" will the replacement system be required to address all the PRWORA mandates and also achieve a level III certification?	Yes, the system will be required to address all of the PRWORA mandates in order to achieve a level III certification. The State will look to the deliverables produced as part of the feasibility study/alternative analysis to be in compliance with all State and Federal requirements and to meet all certification levels required by all governing bodies.
50 Is there currently any integration between TCCMS, TCSES and TLCS?	Currently, there is only integration between TCCMS and TLCS.
51 Does the State desire to reuse any components of the existing systems in the new platform (e.g. the physical databases)?	Please see the response to Question 7 above.
52 Who will be responsible for conducting ESM implementation System Testing, IV&V reviews and State Acceptance Testing?	Separate RFPs will be conducted at a later date to identify DDI and IV&V Contractors. The State will manage the State Acceptance Testing.
53 What are the States IV&V requirements related to the ESM Project process and deliverables?	The IV&V requirements will be provided in the IV&V RFP, which will be released at a later date.
54 Pro Forma Contract 6.6.2 sections A.3, A.4 and A.5 call for the same planning processes, artifacts and time lines as the Feasibility Study (Pro Forma Contract 6.6.1 sections A.3, A.4 and A.5). Does the State Require these artifacts specific to Quality Assurance (e.g. a QA Master Plan) or is Quality Assurance expected to be component of the Feasibility Assessment Master	The State requires these artifacts be specific to Quality Assurance.

QUESTION / COMMENT	STATE RESPONSE
Plan and process?	
55 Does the State have any existing "quality assurance standards and procedures" that should be followed? If so can they be provided for review during preparation of our response?	No. The State is currently developing a Quality Management Plan and Roadmap by the Quality Assurance Unit which will made available during the initial planning phase.
56 Who on the State QA Project Team will coordinate & enforce participation of the DDI Contractor and other required State project teams in QA activities?	The State Project Manager will coordinate and enforce participation of the DDI Contractor and other State resources.
57 When does the State expect to issue the DDI RFP for the ESM project and select a vender?	The State anticipates working on the DDI RFP in conjunction with the IAPD with the intention of releasing the RFP upon federal approval of both documents.
58 Is the Contractor expected to participate in the evaluation of DDI RFP responses for the ESM project?	No, the Contractor is not expected to participate in the evaluation of DDI RFP responses.
59 Section C requests that proposed offerors supply reports and designs which were created under 'work for hire' contracts with other clients/state Agencies. As these materials are not the property of the contractor, but in fact are the property of the clients, is the State willing to accept the <i>Table of Contents</i> for each report as a representative sample (and evidence) of the content that is within the document and bring the actual documents along for the Vendor Presentation for State's review? Or alternately, the State could directly request for a copy of the Report to the state Agency for whom the report was developed? if not, is the State willing to suggest any other method to satisfy the State's interest in seeing a contractor's previous work products that would not bring these documents under 'Right To Know' law (which could compromise our competitive position in the industry)?	The Respondent should provide the requested reports and designs but may omit or redact any information the Respondent believes is proprietary, a trade secret, or identifying information. However, the Respondent should provide as much detail as it believes is required to demonstrate the quality and level of work the State can expect in the deliverables the Respondent will develop for the State.
60 The timeline suggested by the RFP does not appear to factor in the federal Feasibility Study review time – for Child Support typically up to 60 days – which is followed by OCSE feedback to the State; have the State make any necessary adjustments to the reports; and, then receive federal approval to proceed with the IAPD. Is the State willing to extend the expected timeline in order to factor in the required federal review components?	From the State approval of the IAPD draft until the final approval from federal entities, the contract allows approximately 120 calendar days. Please see RFP Attachment 6.6.1 Section A.4.h. The State will evaluate circumstances surrounding federal approval of the IAPD that are not within the control of the Contractor. Any extension of the project timeline will be at the sole discretion of the State.
61 The RFP states that "the Contractor will review relevant documents from prior State-related activities to leverage that knowledge...". Please describe the nature of the activities the agency has conducted in advance of undertaking the Feasibility Study. For instance, has the State already developed any requirements for any of its programs such as, Child Support?	A complete list will be provided to the successful contractor. Potential respondents may wish to note that procurement for an eligibility and claims payment system design/development/implementation effort was conducted about ten years ago and procurement for child support enforcement system requirements definition and quality assurance services was conducted about five years ago.

QUESTION / COMMENT	STATE RESPONSE
<p>62 Does the State intend to have one State project team handling both Family Assistance programs (i.e. TANF and SNAP) or does the State intend to have dedicated state project teams assigned to each program area? In other words, does the State expect to form three project teams (Family Assistance, Child Care and Child Support) or four teams (TANF, SNAP, Child Care and Child Support)?</p>	<p>The Family Assistance program will handle both the TANF and the SNAP-related activities. Please also see the response to Question 34 in Amendment 1.</p>
<p>63 This section indicates that the State will determine the timeframe that it will take to review deliverables based on the scope and complexity of the document. In order to assist potential offerors in drafting a Master Project Schedule as part of its proposal, would the State please provide some parameters that would help to quantify the duration of time the State will need to complete its in-depth review.</p>	<p>Please see response to Question 11 above.</p>
<p>64 Does the agency have a limitation on the number of conference rooms which can be made available to a vendor who would like to hold concurrent information gathering sessions?</p>	<p>The State does not anticipate any conference room quantity limitations for concurrent information gathering sessions.</p>
<p>65 Does the 20% listed in the <i>Service Description – Project Milestone</i> box for <i>IAPD Approval by Federal Authorities</i> relate to: 1. The percent of total contract dollars reserved for that specific milestone, or 2. The percent that will be retained from all vendor payments for all milestones, or 3. Both</p>	<p>The 20% listed in the Service Description - Project Milestone box for IAPD Approval by Federal Authorities is 20% of the total contract dollars reserved for this specific milestone. Additionally, this is the 20% that will act as a retainage for the completion of all services and deliverables.</p>
<p>66 Is the State open to having the vendor include additional NFR categories that appear to be missing from the list and that are critical in meeting the overall vision?</p>	<p>Yes, the vendor is expected to include additional Non-Functional Requirement categories that appear to be missing from the list and that are critical in meeting the overall vision.</p>
<p>67 Can you clarify if the State envisions having a separate IV&V team in addition to the QA role described in this RFP? Or does the State desire the QA vendor perform both QA and IV&V roles? If there will be a QA and IV&V vendor, please describe the State's expectations in terms of separation of duties / roles between the QA Vendor and the IV&V vendor?</p>	<p>Yes, the State envisions having a separate IV&V Contractor. The QA vendor's responsibilities are listed in Pro Forma Contract 6.6.2.</p>
<p>68 Please clarify how does the State envision the Contractor to be able to provide and manage a SharePoint repository on the State's network? Will the State allow the Contractor to have remote access to the site using the Contractor's owned PCs? Will the State be responsible for installing the repository?</p>	<p>Please see the response to Question 14, above.</p>
<p>69 We understand the rules around the timeline for Federal Review and comments / recommendations. We understand the Federal Clock stops upon they submit to the State their</p>	<p>Please see the response to Question 60, above.</p>

QUESTION / COMMENT	STATE RESPONSE
<p>comments/recommendations. We also understand that the length of time to achieve Federal review can be based on many reasons not necessarily as a result of the Contractor's work. In some circumstances, the process of IAPD approval can be a lengthy and iterative process and can go well beyond 90 days from the day the Contractor submits the IAPD deliverable. Is the 90 days noted in this requirement a pure 90 days from the Contractor's submission of the IAPD? Is it the State's position, that if the iterative process goes beyond 90 days not due to the fault of the Contractor, the Contractor would not be fully reimbursed for the IAPD deliverable? Although we are confident, based on our past experience, we can, in partnership with the State, develop a high quality approval-ready IADP, we are requesting the State please clarify this requirement in case there are circumstances outside the Contractor's control that can impact the IAPD approval timeline.</p>	
<p>70 Our team solely focuses on public sector HHS and our functional leads have the comparable experience in more than one program area. As the State is moving toward a more person-centered model of practice aligned with APHSA 21st Century Roadmap, we would propose an integrated team who can cover more than one program area focusing on meeting State and Federal requirements and, importantly, the integration and linkages between the programs to ensure the resulting solution strengths access, outcomes, accountability, cost and quality across the full continuum of DHS programs. Would this integrated approach of dedicated resources be acceptable to DHS?</p>	<p>Each Respondent should present the approach they think will allow DHS to best meet its goals. DHS will evaluate proposals based on those submissions. However, Respondents are still required to assign one Program Area Lead for each of the four program areas as stated in Section A.15.b of Pro Forma Contract 6.6.1.</p>
<p>71 Does the State expect to see estimated hours for both the Feasibility Study team and the Quality Assurance team or just the Feasibility Study team?</p>	<p>An estimate for the number of hours as set forth in item B.13 in RFP Attachment 6.2 is only required in regard for the Feasibility Study. An Estimate for the number of hours is not required for the Quality Assurance services.</p>
<p>72</p> <p>Are we correct in understanding that the State's response to this question means that Respondents may submit their proposals subject to an opportunity to negotiate specific exceptions, which the State will consider after notice of intent to award, if the State finds them to be limited, reasonable and non-material?</p>	<p>The State will consider minor, non-substantive, changes or deviations from the <i>pro forma</i> contract after the notice of intent to award is issued. However, the proposer must sign the Statement of Certifications and Assurances, Attachment 6.1 of the RFP, without exception or qualification in order for a proposal to be considered responsive.</p> <p>Changes proposed which might be considered after the award might include, for example, changing the day of the month that a particular report might be due, or the position of the individual to whom such report should be delivered.</p>

QUESTION / COMMENT	STATE RESPONSE
<p>73 Can the State confirm that the Contractor's responsibility under A.15.e for remedial actions taken and all expenses incurred would be subject to the limitation on Contractor's liability under Section D.18 and not excluded from the limitation by the exception in D.18 (ii) for liquidated damages?</p> <p>Will the State's response also apply to the corresponding provision in Att. 6.6.2, A.7.e?</p>	<p>Yes. The State can confirm that any remedial actions required under Section A.15.e would be subject to Section D.18 of Attachment 6.6.1 (p. 68) and Attachment 6.6.2 (p. 93).</p>
<p>74 Can the State agree that the Contractor will be given at least 30 days to correct a breach before the contract may be terminated for cause upon Contractor's failure to correct the breach within the time period allowed?</p> <p>Will the State's response also apply to the corresponding provision in Att. 6.6.2, D.6?</p>	<p>Please see Section 3 and Section 4 of this Amendment, amending Attachment 6.6.1 Section D.6. (p. 66) and Attachment 6.6.2 Section D.6. (p.91) of the RFP.</p>
<p>75 Can the State agree that the Contractor may assign the contract to an affiliate or in the event of a change in control, without the State's approval?</p> <p>Will the State's response also apply to the corresponding provision in Att. 6.6.2, D.7?</p>	<p>No. The State must approve any assignment of the Contract or change in control of the Contractor, as set forth in Section D.7 of Attachments 6.6.1 and 6.6.2 of the RFP.</p>
<p>76 Can the State agree to exclude liability for indirect, special, incidental, punitive, exemplary, or consequential damages for the Contractor to the same extent that such liability is excluded for the State?</p> <p>Will the State's response also apply to the corresponding provision in Att. 6.6.2, D.18?</p>	<p>No. While the State does not in principle object to considering making provisions regarding limitations of liability of the State and the contractor reciprocal, the basis for limiting liability of the State and that of the contractor are different. Limitation of contractor liability is subject to the provisions of Tenn. Code Ann § 12-3-701.</p> <p>The response above also applies to the corresponding provision in Att. 6.6.2, D.18.</p>
<p>77 Can the State agree that, as provided for the State's limitation of liability, the Contractor's limitation of liability is cumulative and not per incident?</p> <p>Will the State's response also apply to the corresponding provision in Att. 6.6.2, D.18?</p>	<p>Yes.</p> <p>The response above also applies to the corresponding provision in Att. 6.6.2, D.18.</p>
<p>78 There is an exception to the limitation of liability for any claims covered by any specific provision in the Contract providing for liquidated damages. We could not find any explicit reference to liquidated damages in the Pro Forma Contract. Can the State confirm that the Pro Forma Contract does not include any specific provisions for liquidated damages? If there are such provisions, can the State identify those?</p>	<p>There is no specific provision in the <i>pro forma</i> contracts, Attachments 6.6.1 and 6.6.2 providing for liquidated damages. The reference to liquidated damages in Section D.18 would not, therefore, result in imposition of liquidated damages.</p>

QUESTION / COMMENT	STATE RESPONSE
<p>Will the State's response also apply to the corresponding provision in Att. 6.6.2, D.18?</p>	
<p>79</p> <p>Can the State provide a copy of the documents that the Contractor may be required to sign so that Respondents can review them prior to submitting a proposal? (RFP, Att. 6.6.1, D.20.c)</p>	<p>The State does not at this time anticipate the need for the contractor to execute any additional documents to ensure compliance with applicable federal or state laws or rules regarding personally- identifiable or protected health information, such as a HIPAA Business Associate Agreement. The proposer must, however, agree to execute any such documents to the extent that they may be subsequently determined to be required under applicable law or rules.</p>
<p>80</p> <p>Can the State confirm that the Contractor's indemnity obligation under D.20.d for would be subject to the limitation on Contractor's liability under Section D.18 and not excluded from the limitation by the exception in D.18 (ii) for liquidated damages?</p> <p>Will the State's response also apply to the corresponding provision in Att. 6.6.2, D.20?</p>	<p>Contractor's obligation to Indemnify the State in accordance with Section D.20 of Attachment 6.6.1 and Attachment 6.6.2 would be subject to the limitation set forth in Section D.18.</p>
<p>81</p> <p>Can the State confirm that this indemnity is limited to claims of infringement by the products or services provided by Contractor?</p> <p>Will the State's response also apply to the corresponding provision in Att. 6.6.2, E.7?</p>	<p>Yes. The indemnity provision set forth in Section E.7 in Attachment 6.6.1 (p. 73) and Attachment 6.6.2. (p. 98) is limited to claims involving the products or services provided by the Contractor.</p>
<p>82</p> <p>Can the State agree that this indemnity should not apply to a claim to the extent it is caused by, relates to, or arises out of (a) the State's failure to use the Contractor's services as permitted under this Contract or (b) the State's configuration or use of the Contractor's services in combination with other software, equipment, services, processes, elements, components or systems that are not provided by the Contractor?</p> <p>Will the State's response also apply to the corresponding provision in Att. 6.6.2, E.7?</p>	<p>Please see the State's response to Question No. 81, above.</p> <p>The indemnity obligation of the Contractor based on a claim of infringement would be limited generally to services or products provided by the Contractor. A determination of liability would depend, however, on the particular facts and circumstances under which such a claim arose.</p> <p>The response above also applies to the corresponding provision in Att. 6.6.2, E.7.</p>

3. Delete Pro Forma Contract Section D.6. of Attachment 6.6.1 (p. 66) in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):

D.6. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract, or if the Contractor materially violates any terms of this Contract ("Breach Condition"), the State shall provide written notice to Contractor specifying the Breach Condition. If within thirty (30) days of notice, the Contractor has not cured the Breach Condition, the State may 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 of this Contract by the Contractor and the State may seek other remedies allowed at law or in equity for breach of this Contract.

4. Delete Pro Forma Contract Section D.6. of Attachment 6.6.2 (p. 91) in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):

D.6. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract, or if the Contractor materially violates any terms of this Contract (“Breach Condition”), the State shall provide written notice to Contractor specifying the Breach Condition. If within thirty (30) days of notice, the Contractor has not cured the Breach Condition, the State may 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 of this Contract by the Contractor and the State may seek other remedies allowed at law or in equity for breach of this Contract.

5. Delete Pro Forma Contract Section A.13.g. of Attachment 6.6.1 (p. 58) in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):

- g. Preparation of the IAPD: The Contractor, in conjunction with State staff, shall compile all documents required for Federal approval of the IAPD, including but not limited to:
 - i. Feasibility Study / Alternatives Analysis,
 - ii. Cost-Benefit Analysis,
 - iii. Requirements Definition Document containing functional and non-functional requirements,
 - iv. General System Design,
 - v. Capacity Plan or Study,
 - vi. Project Management Plan,
 - vii. Resource Requirements,
 - viii. Schedule of Planning Activities, Milestones and Deliverables,
 - ix. Proposed Budget,
 - x. Cost Allocation Plan,
 - xi. Security Planning,
 - xii. Request for Waiver of Depreciation,
 - xiii. Test Plan, and
 - xiv. Training Plan.

Approval of the IAPD: Upon approval by the State, the Contractor shall assist the State in obtaining approval of the IAPD by all necessary federal entities. This includes without limitation compiling responses to questions, attending calls with federal entities as needed, and revising

drafts based on State and federal feedback. Contractor may be required to be onsite for meetings and presentations during the federal IAPD approval process, as required by the State.

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