



**STATE OF TENNESSEE
CENTRAL PROCUREMENT OFFICE**

**REQUEST FOR QUALIFICATIONS
FOR
LEGAL CASE MANAGEMENT SOFTWARE**

RFQ # 30504-01717

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1. INTRODUCTION

The State of Tennessee, Secretary of State's Office, hereinafter referred to as "the State," has issued this Request for Qualifications ("RFQ") to define mandatory goods or services requirements; solicit responses; detail response requirements; and, outline the State's process for evaluating responses and selecting a Respondent for contract award to provide the needed goods or services.

Through this RFQ or any subsequent solicitation, the State seeks to buy the requested goods or services at the most favorable, competitive prices and to give ALL qualified businesses, including those that are owned by minorities, women, Tennessee service-disabled veterans, and small business enterprises, the opportunity to do business with the state as contractors or subcontractors.

1.1. Statement of Procurement Purpose

The Tennessee Secretary of State's Office (SOS) Administrative Procedures Division (APD) seeks to procure a commercial off-the-shelf (COTS) Legal Case Management System (LCM) to manage approximately 10,000 cases annually.

APD is currently using a law firm case management system that has not been updated. APD is seeking to migrate its existing data into a new, legal case management system that will provide means to manage dockets, hearings, judge schedules, pleadings, and orders. APD will use the proposed system to issue docket/case numbers for hearings and record information related to these hearings. Information pertaining to these hearings will include but not limited to: petitioner and respondent contact information, State Agencies and Divisions listings, attorney contact information, hearing dates, order and cover letter templates, order due dates, order completion date, case closed dates, appeal-by dates, case specific documents, case notes, judicial assignments, case history, judge hours and fees, and case findings and appeals. The prospective system will also be expected to produce reports and queries that include but are not limited to: active docket listings, judge schedules, billing summaries, invoices, case history, and docket summaries. The proposed system should also have the ability to manage judge and staff workflow routings and approvals, sign documents electronically, provide user task lists based on dates and case statuses, and archive inactive cases.

1.2. Notice of Intent to Respond

Before the Notice of Intent to Respond Deadline detailed in RFQ § 2, Schedule of Events, potential Respondents should submit to the Solicitation Coordinator a Notice of Intent to Respond in the form of a simple e-mail or other written communication. Such notice should include the following information: the business or individual's name (as appropriate), a contact person's name and title, the contact person's mailing address, telephone number, facsimile number, and e-mail address. Filing a Notice of Intent to Respond is not a prerequisite for submitting a response; however, it is necessary to ensure receipt of notices and communications relating to this RFQ.

1.3. **Definitions and Abbreviations**

TERM	DEFINITION
ADA	Americans with Disabilities Act
Agency	Each state board, commission, committee, department, officer, or any other unit of state or local government authorized or required by any statute or constitutional provision to make rules or to determine contested cases
Agreed Order	An order agreed to by parties involved
ALJ	"Administrative Law Judge" - An agency member, agency employee or employee or official of the office of the secretary of state, licensed to practice law and authorized by law to conduct contested case proceedings pursuant to Tenn. Code Ann. § 4-5-301;
APD	Administrative Procedures Division
API	Application Program Interface
Appeal	A filing asking for relief from the order entered by the ALJ, or an Agency
Judge Hearing	A hearing that is heard by an ALJ as the decision maker
Board Hearing	A hearing that is presented in front of a panel where the ALJ presides over the hearing for procedural and evidentiary matters but does not render a decision on the merits of the case
Case Type	Distinguishes if the case will require a Board Hearing, Judge Hearing, or Mediation.
Competitive Range	The range of scores that are comprised of the top five Respondents to the RFQ
Contested Case	A proceeding, including a declaratory proceeding, in which the legal rights, duties or privileges of a party are required by any statute or constitutional provision to be determined by an agency after an opportunity for a hearing as defined in Tenn. Code Ann. § 4-5-102
<i>De Novo</i>	New
Division	A functional group within an Agency's organizational structure
DNS	Domain Name System
Docket	A list of hearings or cases for a particular date by Agency
DOE Date	The date an order is due, based on Agency regulations
Final Order	The final order issued on a case (IOs become final orders automatically if they are not appealed) An order issued on a case by an Agency, or ALJ or where an Initial Order is not appealed and becomes final automatically
Grier Date	The date an order is due, based on Agency regulations
GUI	Graphical User Interface
Hearing	Proceeding presented before an ALJ or Agency
Hearing Method	The manner in which a hearing will be conducted (In-Person, Phone,etc)
HIPPA	Health Insurance Portability and Accountability Act
Initial Order	A decision rendered by the ALJ on the merits of a case
IO	Initial Order
Judge Hearing	A hearing that is heard by an ALJ as the decision maker.
IP	Internet Protocol
LCM	Legal Case Management
Master Calendar	A calendar view of all APD events; primarily the docketed dates and judge assignments on those dates
Mediation	A case where the ALJ attempts to help the parties reach an agreement. (the ALJ does not issue any orders on a mediation but typically sends out correspondence)

NDA	Non-Disclosure Agreement
Notice of Hearing	A filing that schedules the case for a hearing (should include hearing time, date, location, and the issues of the case)
Order	An official ruling by an ALJ or Agency
Order of Dismissal	An order that dismisses a case
Petition for Reconsideration	A petition filed with APD asking that the decision (IO or Final Order) be reconsidered
Petitioner	The party requesting a hearing
Pleading	Written statements of the facts and law which constitute a party's position or point of view in a contested case and which, when taken together with the other party's pleadings, will define the issues to be decided in the case. Pleadings may be in legal form - as for example, a "Notice of Hearing and Charges", "Petition for Hearing" or "Answer"
Primary Key	A special relational database table column designated to uniquely identify all table records
Respondent	The party who is responding to the charges or other action brought by the Petitioner
Settlement	A resolution between parties
SOS	Secretary of State
Subpoena	A legal request for a person, Agency, and/or corporation to appear in a hearing or to produce requested documents
Tolled	The pausing of a deadline
UAT	User Acceptance Testing

2. RFQ SCHEDULE OF EVENTS

The following schedule represents the State's best estimates for this RFQ; however, the State reserves the right, at its sole discretion, to adjust the schedule at any time, or cancel and reissue a similar solicitation. Nothing in this RFQ is intended by the State to create any property rights or expectations of a property right in any Respondent.

EVENT		TIME	DATE
1.	RFQ Issued		02/13/2017
2.	Disability Accommodation Request Deadline	2:00 p.m.	02/16/2017
3.	Notice of Intent to Respond Deadline	2:00 p.m.	02/17/2017
4.	Written "Questions & Comments" Deadline	2:00 p.m.	02/24/2017
5.	State response to written "Questions & Comments"		03/06/2017
6.	RFQ Technical Response Deadline	2:00 p.m.	03/20/2017
7.	State Notice of Qualified Respondents Released		03/27/2017
8.	State Schedules Respondent Oral Presentation (Only Top Five (5) Respondents after scoring RFQ Responses to RFQ Attachments B, C, and D)	3:00 p.m.	03/29/2017
9.	Oral Presentations and Demonstration Deadline	3:00 p.m.	04/19/2017
10.	RFQ Cost Proposal Deadline (Only for Qualified Respondents)	3:00 p.m.	04/25/2017
11.	RFQ Negotiations		05/02/2017
12.	State Evaluation Notice Released		05/05/2017
13.	Solicitations Files Opened for Public Inspection		05/05/2017
14.	Respondent Contract Signature Deadline	2:00 p.m.	05/16/2017

3. RESPONSE REQUIREMENTS

3.1. **Response Contents:** A response to this RFQ should address the following:

- 3.1.1. **Mandatory Requirements:** This section details the mandatory technical, functional, and experience requirements that must be demonstrated in the response to this RFQ in order to be passed on to Phase II of the Technical Response evaluation. A Respondent must duplicate and use RFQ Attachment A as a guide to organize responses for the Mandatory Requirements of the RFQ response. The Respondent should reference the page location of the information within the response in the indicated column of the table. This section is included in the State's evaluation as to whether or not a Respondent meets mandatory qualifications (Phase I).
- 3.1.2. **General Qualifications & Experience:** This section is included in the State's evaluation of Phase II of the Technical Response Evaluation and details general information and qualifications that must be demonstrated in the response to this RFQ. A Respondent must duplicate and use RFQ Attachment B as a guide to organize responses for this portion of the RFQ response. The Respondent should reference the page location in the information within the response in the indicated column of the table.
- 3.1.3. **Technical Qualifications, Experience & Approach:** This section is also included in the State's evaluation of Phase II of the Technical Response Evaluation and details technical qualifications, experience, and approach items that must be demonstrated in the response to this RFQ. A Respondent must duplicate and use RFQ Attachment C as a guide to organize responses for this portion of the RFQ response. The Respondent should reference the page location in the information within the response in the indicated column of the table.
- 3.1.4. **Requirements Matrix:** This section is also included in the State's evaluation of Phase II of the Technical Response Evaluation and details system requirements that must be demonstrated in the response to this RFQ. A Respondent must duplicate and use RFQ Attachment D (Pro Forma Contract Attachment 2 – Requirements Matrix) as guides to organize responses for this portion of the RFQ response.
- 3.1.5. **Oral Presentation and Demonstration: *For Qualified Respondents only***
- 3.1.5.1. This section only applies to those respondents identified as being Qualified. See RFQ § 2, Schedule of Events, "State Notice of Qualified Respondents Released."
- 3.1.5.2. This section is included in the State's evaluation Phase III. The Respondents with the five highest scores from the prior evaluations will be required to provide an on-site presentation and demonstration, using RFQ Attachment E as a guide to organize responses and demonstration materials. This evaluation will be completed in front of The Evaluation Team, made up of three (3) or more State employees, who will independently evaluate and score the response to each item. This section determines the "competitive range".
- 3.1.5.3. Each qualified Respondent will be given a maximum of four (4) hours to complete the Presentation and Demonstration requirements. Oral presentations and demonstrations will be held on dates designated by the State once the top three Qualified Respondents are selected. All Presentations and Deadlines must be completed in accordance with RFQ § 2, Schedule of Events, "Oral Presentations and Demonstration Deadline".
- 3.1.6. **Cost Proposal: *For Qualified Respondents only***
- 3.1.6.1. This section only applies to those respondents identified as being Qualified. See RFQ § 2, Schedule of Events, "State Notice of Qualified Respondents Released."

- 3.1.6.2. The Cost Proposal must be recorded on an exact duplicate of RFQ Attachment F, Cost Proposal & Evaluation Guide. Any response that does not follow the instructions included in RFQ Attachment F may be deemed nonresponsive.
- 3.1.6.3. A Respondent must only record the proposed cost exactly as required by the RFQ Attachment F, Cost Proposal & Evaluation Guide and must NOT record any other rates, amounts, or information.
- 3.1.6.4. The proposed cost shall incorporate ALL costs for services under the contract for the total contract period.
- 3.1.6.5. A Respondent must sign and date the Cost Proposal.
- 3.1.6.6. A Respondent must submit the Cost Proposal to the State in a sealed package separate from the Technical Response.

3.2. **Response Delivery Location**

A Respondent must ensure that the State receives a Response to this RFQ no later than the Response Deadline time and dates detailed in the RFQ § 2, Schedule of Events. All responses must be delivered to:

Tyler Nowin
 Central Procurement Office
 William R. Snodgrass TN tower – 3rd Floor
 312 Rosa L. Parks Blvd, Nashville, TN 37243
 Work: 615-741-0633
 Email: Tyler.Nowin@tn.gov

3.3. **Response Format**

- 3.3.1. A Respondent must ensure that the original response meets all form and content requirements detailed within this RFQ.
- 3.3.2. A Respondent must submit original response documents and copies as specified below.

3.3.2.1. Technical Response

One (1) original Technical Response paper document clearly labeled:

“RFQ # 30504-01717 TECHNICAL RESPONSE ORIGINAL”

and seven (7) copies of the Technical Response each in the form of one (1) digital document in “PDF” format properly recorded on its own otherwise blank, standard CD-R recordable disc or USB flash drive labeled:

“RFQ # 30504-01717 TECHNICAL RESPONSE COPY”

The digital copies should not include copies of sealed customer references or cost information in the general and technical evaluation phase. However, any other discrepancy between the paper response document and digital copies may result in the State rejecting the response as nonresponsive.

3.3.2.2. Cost Proposal: ***For Qualified Respondents only***

One (1) original Cost Proposal paper document labeled:

“RFQ # 30504-01717 COST PROPOSAL ORIGINAL”

and one (1) copy in the form of a digital document in “XLS” format properly recorded on a separate, blank, standard CD-R recordable disc or USB flash-drive labeled:

“RFQ # 30504-01717 COST PROPOSAL COPY”

In the event of a discrepancy between the original Cost Proposal document and the digital copy, the original, signed document will take precedence.

3.4. **Response Prohibitions:** A response to this RFQ shall not:

- 3.4.1. Restrict the rights of the State or otherwise qualify the response to this RFQ;
- 3.4.2. Include, for consideration in this procurement process or subsequent contract negotiations, incorrect information that the Respondent knew or should have known was materially incorrect;
- 3.4.3. Include more than one response, per Respondent, to this RFQ;
- 3.4.4. Include any information concerning costs (in specific dollars or numbers) associated with the Technical Response;
- 3.4.5. Include the respondent's own contract terms and conditions (unless specifically requested by the RFQ); or
- 3.4.6. Include the respondent as a prime contractor while also permitting one or more other respondents to offer the respondent as a subcontractor in their own responses.

3.5. **Response Errors & Revisions**

A Respondent is responsible for any and all errors or omissions in its response to this RFQ. A Respondent will not be allowed to alter or revise its response after the Response Deadline time and dates as detailed in RFQ § 2, Schedule of Events, unless such is formally requested in writing by the State (e.g., through a request for clarification, etc.).

3.6. **Response Withdrawal**

A Respondent may withdraw a response at any time before the Response Deadline time and date as detailed in RFQ § 2, Schedule of Events, by submitting a written signed request by an authorized representative of the Respondent. After withdrawing a response, a Respondent may submit another Response at any time before the Response Deadline time and date as detailed in RFQ § 2, Schedule of Events.

3.7. **Response Preparation Costs**

The State will not pay any costs associated with the preparation, submittal, or presentation of any response. Each Respondent is solely responsible for the costs it incurs in responding to this RFQ.

3.8. **Respondent Location.**

A respondent's principal place of business, as well as the location for the work to be performed pursuant to the Contract, must be located in the continental United States or Canada. Respondent must allow on-site visits by employees of the State, (at the sole expense of the State), upon reasonable notice during normal working hours, while the work is being performed.

4. GENERAL INFORMATION & REQUIREMENTS

4.1. Communications

- 4.1.1. Respondents shall reference RFQ #30504-01717 in all communications relating to this solicitation, and direct any such communications to the following person designated as the Solicitation Coordinator:

Tyler Nowin
 Central Procurement Office
 William R. Snodgrass TN tower – 3rd Floor
 312 Rosa L. Parks Blvd, Nashville, TN 37243
 Work: 615-741-0633
 Email: Tyler.Nowin@tn.gov

The State will convey all official responses and communications related to this RFQ to the potential respondents from whom the State has received a Notice of Intent to Respond (refer to RFQ Section 1.3.).

- 4.1.2. Potential respondents with a handicap or disability may receive accommodation relating to the communication of this RFQ and participating in the RFQ process. Potential respondents may contact the RFQ Coordinator to request such reasonable accommodation no later than the Disability Accommodation Request Deadline detailed in RFQ § 2, Schedule of Events.
- 4.1.3. **Unauthorized contact about this RFQ with other employees or officials of the State of Tennessee may result in disqualification from contract award consideration.**
- 4.1.4. Notwithstanding the foregoing, potential Respondents may also contact the following as appropriate:
- 4.1.4.1. Staff of the Governor's Office of Diversity Business Enterprise may be contacted for assistance with respect to available minority-owned, woman-owned, Tennessee service-disabled veteran-owned, and small business enterprises as well as general public information relating to this request; or
- 4.1.4.2. 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:

Mary Beth Thomas, General Counsel
 Tennessee Department of State
 600 Charlotte Avenue
 Nashville, TN 37243-0225
 Phone: (615) 741-2819
 Email: Mary.Beth.Thomas@tn.gov

4.2 Respondent Location

- 4.2.1 A Respondent's principal place of business, as well as the location for the work to be performed pursuant to the Contract, must be located in the continental United States or Canada. Respondent must allow on-site visits by employees of the State, (at the sole expense of the State), upon reasonable notice during normal working hours, while the work is being performed.

4.3. 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 solicitation or in the employment practices of the Vendor on the grounds of handicap or disability, age, race, color,

religion (subject to *Tennessee Code Annotated*, Sections 4-21-401 and 405), sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Vendor pursuant to this solicitation shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

4.4. **Conflict of Interest**

- 4.4.1. The State may not consider a proposal from an individual who is, or within the past six (6) months has been, a State employee. For these purposes,
- 4.4.1.1. An individual shall be deemed a State employee until such time as all compensation for salary, termination pay, and annual leave has been paid;
- 4.4.1.2. A contract with or a proposal 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
- 4.4.1.3. A contract with or a proposal from a company, corporation, or any other contracting entity that employs an individual who is, or within the past six 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.
- 4.4.1.4. This RFQ is also subject to *Tennessee Code Annotated*, Section 12-4-101.

4.5. **Respondent Required Review & Waiver of Objections**

- 4.4.1. Each potential respondent must carefully review this RFQ, including but not limited to, attachments, the RFQ Attachment I, *pro forma* Contract, and any amendments for questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively called “questions and comments”).
- 4.4.2. Any potential respondent having questions and comments concerning this RFQ must provide such in writing to the State no later than the written “Questions & Comments Deadline” detailed in RFQ § 2, Schedule of Events.
- 4.4.3. Protests based on any objection 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.”

4.6. **Disclosure of Response Contents**

- 4.6.1. All materials submitted to the State in response to this solicitation become property of the State of Tennessee. Selection for award does not affect this right. By submitting a response, a Respondent acknowledges and accepts that the full contents and associated documents submitted in response to this request will become open to public inspection. Refer to RFQ § 2, Schedule of Events.
- 4.6.2. The RFQ responses will be available for public inspection only after the completion of evaluation of the RFQ or any resulting solicitation which this RFQ becomes a part of, whichever is later.

4.7. **Notice of Professional Licensure, Insurance, and Department of Revenue Registration Requirements**

- 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 part of a response to this RFQ, shall be properly licensed to render such opinions.
- 4.7.2. Before the Contract resulting from this RFQ is signed, the apparent successful Respondent (and Respondent employees and subcontractors, as applicable) must hold all necessary, appropriate business and professional licenses to provide service as required. The State may require any Respondent to submit evidence of proper licensure.

- 4.7.3. Before the Contract resulting from this RFQ is signed, the apparent successful Respondent must provide a valid Certificate of Insurance indicating current insurance coverage meeting minimum requirements as may be specified by the RFQ.
- 4.7.4. Before the Contract resulting from this RFQ is signed, the apparent successful Respondent must be registered with the Department of Revenue for the collection of Tennessee sales and use tax. The State shall not approve a contract unless the Respondent provides proof of such registration. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation.

4.8. **RFQ Amendments & Cancellation**

- 4.8.1. The State reserves the right to amend this RFQ at any time, provided that it is amended in writing. However, prior to any such amendment, the State will consider whether it would negatively impact the ability of potential respondents to meet the deadlines and revise the RFQ Schedule of Events if deemed appropriate. If a RFQ amendment is issued, the State will convey it to potential respondents who submitted a Notice of Intent to Respond (refer to RFQ § 1.3). A response must respond, as required, to the final RFQ (including its attachments) as may be amended.
- 4.8.2. The State reserves the right, at its sole discretion, to cancel or to cancel and reissue this RFQ in accordance with applicable laws and regulations.

4.9. **State Right of Rejection**

- 4.9.1. Subject to applicable laws and regulations, the State reserves the right to reject, at its sole discretion, any and all proposals.
- 4.9.2. The State may deem as nonresponsive and reject any proposal that does not comply with all terms, conditions, and performance requirements of this RFQ. Notwithstanding the foregoing, the State reserves the right to seek clarifications or to waive, at its sole discretion, a response's minor variances from full compliance with this RFQ. If the State waives variances in a response, such waiver shall not modify the RFQ requirements or excuse the Respondent from full compliance with such, and the State may hold any resulting vendor to strict compliance with this RFQ.
- 4.9.3. The State will review the response evaluation record and any other available information pertinent to whether or not each respondent is responsive and responsible. If the evaluation team identifies any respondent that appears not to meet the responsive and responsible thresholds such that the team would not recommend the respondent for potential contract award, this determination will be fully documented for the record. ("Responsive" is defined as submitting a response that conforms in all material respects to the RFQ. "Responsible" is defined as having the capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.)

4.10. **Assignment & Subcontracting**

- 4.10.1. The vendor may not subcontract, transfer, or assign any portion of the Contract awarded as a result of this RFQ without prior approval of the State. The State reserves the right to refuse approval, at its sole discretion, of any subcontract, transfer, or assignment.
- 4.10.2. If a Respondent intends to use subcontractors, the response to this RFQ must specifically identify the scope and portions of the work each subcontractor will perform (refer to RFQ Attachment B, Item B.14.).
- 4.10.3. Subcontractors identified within a response to this RFQ 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.
- 4.10.4. The Contractor resulting from this RFQ may only substitute another subcontractor for a proposed subcontractor at the discretion of the State and with the State's prior, written approval.

4.10.5. Notwithstanding any State approval relating to subcontracts, the Contractor resulting from this RFQ will be the prime contractor and will be responsible for all work under the Contract.

4.11. **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 RFQ process.

5. PROCUREMENT PROCESS & CONTRACT AWARD

5.1. The complete vendor selection will be a three-part process: (1) Qualification of Technical Responses; (2) Evaluation of Oral Presentations and Demonstrations; and (3) Evaluation of Cost Proposals. Any contract award is subject to successful contract negotiation.

5.2. Qualification of Technical Responses: Technical Responses will be short-listed for further evaluation, analysis or negotiation if they are apparently responsive, responsible, and within the competitive range. A Technical Response will be deemed within the competitive range based on the following criterion:

Phase I: The State will evaluate the Mandatory Requirements set forth in RFQ Attachment A and RFQ Attachment D (Pro Forma Contract Attachment 2: Requirements Matrix). All items in RFQ Attachment D that are prioritized as Mandatory must be deliverable and a vendor must pass every item to be advanced to Phase II Evaluation.

Phase II: Following the Phase I evaluation, the State will apply a standard equitable evaluation model, which will represent a qualitative assessment of each response. Each response will be scored by Evaluation Team members according to the Technical Response & Evaluation Guides (See RFQ Attachments B, C, D and *pro forma* Contract Attachment 2).

The Solicitation Coordinator will total the average score from the evaluation team for each responsive and responsible Respondent's Technical Response Points for RFQ Attachments B & C, and add that average to the score received in RFQ Attachment D to determine which of the Respondents are considered Qualified and within the competitive range.

Phase III: The Solicitation Coordinator will select the five vendors with the highest scores from the Phase II evaluations to proceed to the Oral Presentation and Demonstration evaluations (See RFQ Attachment E).

5.2.1.1. The oral presentations are mandatory. The Solicitation Coordinator will schedule Respondent presentations during the period indicated by the RFQ Section 2, Schedule of Events.

5.2.1.2. Oral presentations provide an opportunity for Respondents to explain and clarify their responses. Respondents must not materially alter their responses and presentations will be limited to addressing the items detailed in the RFQ Attachment E, Oral Presentation. Respondent pricing shall not be discussed during oral presentations. Evaluators may adjust Respondents' Technical Response scores based on Oral Presentations.

5.3. Cost Proposals: Only Qualified Respondents, which are responsive and responsible and in the competitive range, will continue onto Part Two, Cost Proposal evaluation. The Cost Proposal containing the lowest cost will receive the maximum number of points per each section. See RFQ Attachment F, Cost Proposal & Evaluation Guide.

5.4. Clarifications and Negotiations: The State reserves the right to award a contract on the basis of initial responses received; therefore, each response should contain the respondent's best terms from a technical and cost standpoint. However, the State reserves the right to conduct clarifications or negotiations with respondents. All communications, clarifications, and negotiations shall be conducted in a manner that supports fairness in response improvement.

5.4.1. 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 round(s). Each clarification sought by the State may be unique to an individual respondent.

- 5.4.2. Negotiations: The State may elect to negotiate with Qualified Respondents, within the competitive range, by requesting revised responses, negotiating costs, or finalizing contract terms and conditions. The State reserves the right to conduct multiple negotiation rounds.

5.4.2.1. Cost Negotiations: All responsive respondents within the competitive range 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 meet or beat target prices, but will not be allowed to increase prices.

5.4.2.2. If the State determines costs and contract finalization discussions and negotiations are not productive, the State reserves the right to bypass the apparent best evaluated Respondent and enter into contract negotiations with the next apparent best evaluated Respondent.

5.5. Evaluation Guide

The State will consider qualifications, experience, technical approach, and cost (if applicable) in the evaluation of responses and award points in each of the categories detailed below. The maximum evaluation points possible for each category are detailed below.

Evaluation Category	Maximum Points Possible
Mandatory Requirements (refer to RFQ Attachment A)	Pass/Fail
General Qualifications & Experience (refer to RFQ Attachment B)	10
Technical Qualifications, Experience & Approach (refer to RFQ Attachment C)	10
Business Requirements Matrix (refer to RFQ Attachment D Section 1)	20
Technical Requirements Matrix (refer to RFQ Attachment D Section 2)	15
Oral Presentation and Demonstrations (refer to RFQ Attachment E)	15
Cost Proposal (refer to RFQ Attachment F)	30

5.6. Contract Award

5.6.1. The Solicitation Coordinator will submit the Evaluation Team determinations and response scores to the head of the contracting agency, or the agency head's designee, for consideration along with any other relevant information that might be available and pertinent to contract award.

5.6.2. The contracting agency head, or the agency head's designee, will determine the apparent best-evaluated response. (To effect a contract award to a Respondent other than the one receiving the highest evaluation score, the head of the contracting agency

- must provide written justification and obtain written approval of the Chief Procurement Officer and the Comptroller of the Treasury.)
- 5.6.3. The State reserves the right to make an award without further discussion of any response.
 - 5.6.4. The State will issue and Evaluation Notice and make the RFQ files available for public inspection at the time and date specified in the RFQ §2, Schedule of Events.
 - 5.6.5. The Respondent identified as offering the apparent best-evaluated response, must sign a contract drawn by the State pursuant to this RFQ. The contract shall be substantially the same as the RFQ Attachment I, *pro forma* contract. The Respondent must sign said contract no later than the Respondent Contract Signature Deadline detailed in RFQ § 2, Schedule of Events. If the Respondent fails to provide the signed contract by the deadline, the State may determine the Respondent is non-responsive to this RFQ and reject the response.
 - 5.6.6. Notwithstanding the foregoing, the State may, at its sole discretion, entertain limited negotiation 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 evaluation or negatively impact the competitive nature of the RFQ and vendor selection process.
 - 5.6.7. If the State determines that a response is nonresponsive 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.

ATTACHMENT A**TECHNICAL RESPONSE & EVALUATION GUIDE**

All Respondents must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). All Respondents must also detail the response page number for each item in the appropriate space below.

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

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		The Technical Response must be delivered to the State no later than the Technical Response Deadline specified in the RFQ § 2, Schedule of Events.	
		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.	
		A Respondent must not submit multiple responses in different forms (as a prime and a subcontractor).	
	A.1.	Provide the Statement of Certifications and Assurances (RFQ Attachment E) completed and signed by an individual empowered to bind the Respondent to the provisions of this RFQ 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 perform work 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 bank reference indicating that the Respondent's business relationship with the financial institution is in positive standing. Such reference must be written in the form of a standard business letter, signed, and dated within the past three (3) months.	
	A.4.	Provide two current positive credit references from vendors with which the Respondent has done business written in the form of standard business letters, signed, and dated within the past three (3) months.	
	A.5.	Provide an official document or letter from an accredited credit bureau, verified and dated within the last three (3) months and indicating a	

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		positive credit rating for the Respondent (NOTE: A credit bureau report number without the full report is insufficient and will <u>not</u> be considered responsive.)	
	A.6	<p>Provide documentation disclosing the amount of cash flows from operating activities for the Respondent's most current operating period. Said documentation must indicate whether the cash flows are positive or negative, and, if the cash flows are negative for the most recent operating period, the documentation must include a detailed explanation of the factors contributing to the negative cash flows.</p> <p>NOTICE: All persons, agencies, firms, or other entities that provide opinions regarding the Respondent's financial status must be properly licensed to render such opinions. The State may require the Respondent to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders the opinions.</p>	
<i>State Use – RFQ Coordinator Signature, Printed Name & Date:</i>			

ATTACHMENT B**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. 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 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 performing the goods or services required by this RFQ.
	B.5.	Describe the Respondent's number of employees, client base, and location of offices.
	B.6.	Provide a statement of whether there have been any mergers, acquisitions, or sales of the Respondent within the last ten (10) years. If so, include an explanation providing relevant details.
	B.7.	Provide a statement of whether the Respondent or, to the Respondent's knowledge, any of the Respondent's employees, agents, independent contractors, or subcontractors, proposed to provide work on a contract pursuant to this RFQ, 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.8.	Provide a statement of whether, in the last ten (10) years, the Respondent has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors. If so, include an explanation providing relevant details.
	B.9.	Provide a statement of whether there is any material, pending litigation against the Respondent that the Respondent should reasonably believe could adversely affect its ability to meet contract requirements pursuant to this RFQ 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 RFQ. 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 such licensure detailing the state of licensure and licensure number for each person or entity that renders such opinions.
		Provide a statement of whether there is 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

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
	B.10.	what extent it will impair the Respondent's performance in a contract pursuant to this RFQ. 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 such licensure detailing the state of licensure and licensure number for each person or entity that renders such opinions.
	B.11.	Provide a brief, descriptive statement detailing evidence of the Respondent's ability to deliver the goods or services sought under this RFQ (e.g., prior experience, training, certifications, resources, program and quality management systems, etc.).
	B.12.	Provide a narrative description of the proposed contract team, its members, and organizational structure along with an organizational chart identifying the key people who will be assigned to provide the goods or services required by this RFQ, illustrating the lines of authority, and designating the individual responsible for the completion of each task and deliverable of the RFQ.
	B.13.	Provide a personnel roster listing the names of key people who the Respondent will assign to perform tasks required by this RFQ along with the estimated number of hours that each individual will devote to the required tasks. Follow the personnel roster with a resume for each of the people listed. The resumes must detail the individual's title, education, current position with the Respondent, and employment history.
	B.14.	Provide a statement of whether the Respondent intends to use subcontractors to accomplish the work required by this RFQ, 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 work 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 RFQ.
	B.15.	Provide documentation of the Respondent's commitment to diversity as represented by the following: (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, Tennessee service-disabled veterans, and small business enterprises. Please also include a list of the Respondent's certifications as a diversity business, if applicable. (b) <u>Business Relationships</u> . Provide a listing of the Respondent's current contracts with business enterprises owned by minorities, women, Tennessee service-disabled veterans and small business enterprises. Please include the following information: (i) contract description; (ii) contractor name and ownership characteristics (i.e., ethnicity, gender, Tennessee service-disabled); and (iii) contractor contact name and telephone number. (c) <u>Estimated Participation</u> . Provide an estimated level of participation by business enterprises owned by minorities, women, Tennessee service-disabled veterans, and small business enterprises if a contract is awarded to the Respondent pursuant to this RFQ. Please include the following information: (i) a percentage (%) indicating the participation estimate. (Express the estimated participation number as a percentage of the total estimated contract value that will

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<p>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, Tennessee service-disabled veterans) 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, Tennessee service-disabled veterans and small business enterprises and who offer a diverse workforce.</p>
	B.16.	<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-year period. If so, provide the following information for all current and completed contracts:</p> <p>(a) the name, title, telephone number and e-mail address of the State contact responsible for the contract at issue;</p> <p>(b) the name of the procuring State agency;</p> <p>(c) a brief description of the contract's specification for goods or scope of services;</p> <p>(d) the contract term; and</p> <p>(e) the contract number.</p> <p>NOTES:</p> <ul style="list-style-type: none"> ▪ Current or prior contracts with the State are <u>not</u> a prerequisite and are <u>not</u> required for the maximum evaluation score, and the existence of such contracts with the State will <u>not</u> automatically result in the addition or deduction of evaluation points. ▪ Each evaluator will generally consider the results of inquiries by the State regarding all contracts responsive to Section B.16 of this RFQ.
	B.17.	<p>Provide customer references from individuals who are <u>not</u> current or former State employees for projects similar to the goods or services sought under this RFQ and which represent:</p> <ul style="list-style-type: none"> ▪ two (2) accounts Respondent currently services that are similar in size to the State; and ▪ three (3) completed projects. <p>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 standard reference questionnaire, which <u>must</u> be used and completed is provided at RFQ Attachment F. References that are not completed as required may be deemed nonresponsive and may not be considered.</p> <p>The Respondent will be <u>solely</u> responsible for obtaining fully completed reference questionnaires and including them in the sealed Technical Response. In order to obtain and submit the completed reference questionnaires, follow the process below:</p>

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<p>(a) Add the Respondent's name to the standard reference questionnaire at Attachment F, and make a copy for each reference.</p> <p>(b) Send a reference questionnaire and a new, standard #10 envelope to each reference.</p> <p>(c) Instruct the reference to:</p> <ul style="list-style-type: none"> (i) complete the reference questionnaire; (ii) sign <u>and</u> date the completed reference questionnaire; (iii) seal the completed, signed, and dated reference questionnaire within the envelope provided; (iv) sign his or her name in ink across the sealed portion of the envelope; and (v) return the sealed envelope directly to the Respondent (the Respondent may wish to give each reference a deadline, such that the Respondent will be able to collect all required references in time to include them within the sealed Technical Response). <p>(d) <u>Do NOT open the sealed references upon receipt.</u></p> <p>(e) Enclose all <u>sealed</u> reference envelopes within a larger, labeled envelope for inclusion in the Technical Response as required.</p> <p>NOTES:</p> <ul style="list-style-type: none"> ▪ The State will not accept late references or references submitted by any means other than that which is 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 sealed reference envelopes included in the Technical Response package, the State reserves the right to confirm and clarify information detailed in the completed reference questionnaires, and may consider clarification responses in the evaluation of references. ▪ The State is under no obligation to clarify any reference information.
	B.18.	<p>Provide a statement and any relevant details addressing whether the Respondent is any of the following:</p> <ul style="list-style-type: none"> (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 <ul style="list-style-type: none"> ▪ has within a three (3) year period preceding the contract had one or more public transactions (federal, state, or local) terminated for cause or default.
	B.19.	<p>Describe up to three (3) projects in which your company successfully completed and implemented a system similar to the requested LCM system. At least one (1) example should be for a public sector implementation. For each project, describe:</p> <ul style="list-style-type: none"> • Client Name • Client Industry

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<ul style="list-style-type: none"> • Name and brief description of the project • Size of the project in terms of # of users, # of cases each year, # of locations • Interfaces with other applications • Date implemented • Description of the services and activities performed by your company for the project
	B.20	<p>The State is amenable to making changes to RFQ Attachment I, <i>pro forma</i> contract. The State will take all reasonable suggested alternative or supplemental contract language changes by Respondents under advisement during the evaluation and post award processes, subject to any mandates or restrictions imposed on the State by applicable state or federal law. The State, however, recommends that Respondents include with their response any alternative or supplemental suggested contract language that a Respondent would propose.</p> <p>Clearly indicate, by providing a “red-line” of RFQ Attachment I, <i>pro forma</i> contract, all suggested alternative or supplemental contract language. Do not include any exceptions or changes that (1) contradict a Federal requirement or a Mandatory Requirement, or (2) push back any deadlines.</p>
SCORE (for <u>all</u> Section B— Qualifications & Experience Items above): (maximum possible score =10)		
State Use – Evaluator Identification:		

ATTACHMENT C

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH. The Respondent should explain its approach to providing goods or services to the State. The items listed below represent specific questions the State would request you answer in your response. For ease of review, please annotate your explanation so that it contains references to the items listed below where they are addressed. Respondent should not feel constrained to answer only the specific questions listed below in its explanation and should feel free to provide attachments if necessary in an effort to provide a more thorough response.

The Evaluation Team, made up of three (3) 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 scores as indicated.

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	C.1.	Provide a narrative that illustrates the Respondent's understanding of the State's requirements and project goals.		5	
	C.2.	Provide a narrative that illustrates how the Respondent will meet the Project Management Service Deliverable Goals in <i>pro forma</i> Contract Section A.6.2		4	
	C.3.	Provide a high level Work Breakdown Structure (WBS) and Project Schedule as described in <i>pro forma</i> Contract Section A6.2.(B)(i)		3	
	C.4.	Provide a proposed Resource Management Plan as described in <i>pro forma</i> Contract A6.2.(B)(ii)		4	
	C.5.	Provide a proposed Issue Management Plan as described in <i>pro forma</i> Contract A.6.2(B)(iii)		4	
	C.6.	Provide a proposed Change Management Plan as described in <i>pro forma</i> Contract A.6.2(B)(iv)		3	
	C.7.	Provide a proposed Release Management Plan as described in <i>pro forma</i> Contract A.6.2(B)(v)		3	
	C.8.	Provide details of the software licensing requirements as described in <i>pro forma</i> Contract A.6.4. Include both the Proposer's software and third-party software, if required.		3	
	C.9.	Provide a proposed Data Migration Plan as described in <i>pro forma</i> Contract Section A.6.5		4	
	C.10.	Provide a narrative that describes how the training requirements outlined in <i>pro forma</i> Contract Section A.6.7 will be satisfied.		4	

	C.11.	Provide details of how the Reporting requirements as outlined in <i>pro forma</i> Contract Section A.6.8 will be met.		4	
	C.12.	Provide a narrative that details the current status and future plans for the proposed software. How often will major upgrades and minor enhancements/fixes be released? Will there be major new functionalities or a radically different target audience?		3	
	C.13.	Provide a narrative that describes how the State's Upgrades requirements detailed in <i>pro forma</i> Contract Section A.7. will be satisfied.		5	
	C.14.	Provide a narrative that details the understanding of the need for compliance with our Information Security Compliance as described in <i>pro forma</i> Contract Section A.9.		5	
	C.15.	Provide a narrative that details the history of the proposed software. Include the software's target audience, the length of time that the software has been available as a Commercial-Off-the-Shelf product, how its functionality has evolved from the first release to the current version, and other information that is pertinent to understanding the software's suitability to the State's environment and functional needs.		4	
	C.16.	Provide a narrative detailing the process used to tailor the system to meet the State's specific requirements, if needed.		3	
	C.17.	Provide a narrative that details how and when technical support will be provided, including the hours of availability in the U.S. Central Time Zone.		3	
	C.18.	Provide a narrative that describes the additional support services provided. Do NOT include any pricing in response to this question.		2	
	C.19.	Provide a narrative that details a prior successful implementation and maintenance of the proposed LCM system in a State, Local, or Federal Governmental entity.		5	
	C.20.	Provide a narrative that details prior implementation of the proposed LCM system where its primary users were judges and judicial staff rather than lawyers.		5	
	C.21.	Provide a narrative that describes the standard roles and responsibilities for both the vendor and the customer for initial product implementation, new application releases, upgrades, and administrative functions.		3	
	C.22.	Provide a narrative that describes how the respondent will ensure the LCM system is thoroughly tested prior to "Go Live"		4	
<p><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></p>			<p>Total Raw Weighted Score: (sum of Raw Weighted Scores above)</p>		
<p>Total Raw Weighted Score</p>			<p>X10 (maximum possible score)</p>		<p>= SCORE:</p>
<p>Maximum Possible Raw Weighted Score (i.e., 5 x the sum of item weights above)</p>					

State Use – Evaluator Identification:

State Use – Solicitation Coordinator Signature, Printed Name & Date:

ATTACHMENT D**TECHNICAL RESPONSE & EVALUATION GUIDE****SECTION 1: BUSINESS REQUIREMENTS MATRIX**

Respondent must provide responses to this section in the Excel file provided as Attachment D Section 1– Business Requirements Matrix, and must provide both an electronic submission of the file in Excel format, and a printed copy of the same Excel file in its proposal. (Do not submit these files in PDF format.) The Valid Response Codes for each requirement are shown below and on the first worksheet of the excel workbook, “Instructions.” The proposer must respond to ALL requirement items.

Each Business Requirement prioritized as “Mandatory” must be available prior to system implementation.

Valid Proposer Responses:

SF = Standard Feature: No configuration required.

CF = Configuration Feature: The solution uses programs, settings and parameters that are native to the proposed software solution. The software, once configured, will continue to be compatible with future releases and upgrades of the system.

RQ = Report or Query Feature: provided through reporting and/or querying capabilities that are native to the proposed software solution. The software and reporting features of the software will continue to be compatible with future releases and upgrades of the system.

TP = Third-Party Software Required: The feature requires the use of software that is provided by a third party and will continue to be compatible with future releases and upgrades of the system.

NR = Next Release: the feature has been developed and will be available in the next release and will be compatible with future releases and upgrades of the system

MC = Customized to State Specifications: The Solution expands upon the programs, settings and parameters that are native to the proposed software solutions. Future release or upgrades of the software may not be compatible with the delivered solution. Custom programming may be required before the solution can be used with future releases and upgrades.

NA = Not Available: Cannot meet requirement. Blank responses will be assumed NA.

SP = State Specific Design and Build: There is no commitment the solution will be compatible with future releases and upgrades.

TX = Third- Party Software Exceptions: Limited future compatibility. The solution uses third-party software that may not be compatible with future releases and upgrades.

SF, CF, RQ = 10

TP, NR = 5

MC = 3

SP, NA = 0

TX = 1

If a requirement that is marked as “Mandatory” has a response of “SP”, “NA”, or “TX”, you must include a comment that explains how this requirement can be met prior to implementation.

SECTION 2: TECHNICAL REQUIREMENTS MATRIX

Respondent must provide responses to this section in the Excel file provided as Attachment D Section 2– Technical Requirements Matrix, and must provide both an electronic submission of the file in Excel format, and a printed copy of the same Excel file in its proposal. (Do not submit these files in PDF format.) The Valid Response Codes for each requirement are shown below and on the first worksheet of the excel workbook, “Instructions.” The proposer must respond to ALL requirement items.

Each Technical Requirement prioritized as “Mandatory” must be available prior to system implementation. Priority:

Mandatory = Maximum 5 Points

Highly Desired = Maximum 3 Points

Desirable = Maximum 2 Points

Valid Proposer Responses:

OB = Out of Box – Product meets the requirement as designed, right out of the box (**Maximum points awarded**)

WT = With Tailoring – Product tailoring is required in order for the product to meet the requirement (**2 point deduction**)

CM = Cannot Meet – the provider cannot meet this requirement (**0 points awarded**)

If a requirement that is marked as “Mandatory” has a response of “SP”, “NA”, or “TX”, you must include a comment that explains how this requirement can be met prior to implementation.

ATTACHMENT E

Oral Presentation and Demonstration*For Qualified Respondents Only*

Oral Presentations/Demonstrations will only be requested of the five Qualified Respondents with the highest combined scores from Phase I and Phase II. This is a place holder for the document that will be issued to Qualified Respondents at that part of the procurement process.

ATTACHMENT E**TECHNICAL RESPONSE & EVALUATION GUIDE**

ORAL PRESENTATION AND DEMONSTRATION. The Respondent must address ALL Oral Presentation and Demonstration Items (below). The Oral Presentation and Demonstration period shall not exceed four (4) hours, which shall consist of: thirty (30) minutes for the Respondent to set-up and prepare; one hundred five (105) minutes for the Demonstration items in E.1; a fifteen (15) minutes break; one (1) hour for the Discussion items in E.2; and thirty (30) minutes for questions and answers. The Respondent is required to include key personnel that will be assigned to this project in their presentation, as appropriate, and be available to answer questions. Respondent should not include company marketing materials in any Oral Presentation and Demonstration handouts.

A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the presentation 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:				
Ref #	Oral Presentation and Demonstration Items	Item Score	Evaluation Factor	Raw Weighted Score
E.1.	Demonstrate the following features and functionality in the Respondent's proposed COTS solution:			
E.1.1.	Administrative and Navigation Functions <ul style="list-style-type: none"> a) Demonstrate the functionality of Secure System Access, including (but not limited to) setting access for specific users, groups, pages and data levels; provide examples of at least two varying access types, e.g. judge, scheduler, director, staff b) Show ease of Navigation for various functions, such as: looking up a case without the case number, viewing events associated with a case, utilizing the Help features, and etc. c) Demonstrate the ability to re-open a closed case 		4	
E.1.2.	Case Creation <ul style="list-style-type: none"> a) Demonstrate creation of a new case which includes a unique auto-numbering scheme based upon an Agency and Division selection b) Show the entire setup of a case, including: <ol style="list-style-type: none"> 1. Petitioner, Petitioner's Attorney, Agency Attorney, and Judge 2. Case status 3. Dates 		5	

	<p>4. Hearing Type and Method</p> <p>c) Enter a case note</p> <p>d) Change the judge assignment and show the assignment history.</p> <p>e) Change the case status and show an audit log, capturing the change.</p> <p>f) Change the Division of a previously created case and demonstrate how the case# prefix is automatically adjusted to reflect the change.</p>			
E.1.3	<p>Scheduling</p> <p>a) Show an example of a Master Calendar that is populated with judge assignments, hearing dates, and case types.</p> <p>b) Demonstrate performing a modification to the Master Calendar schedule and its impact on the case dates and assignments.</p> <p>c) Enter a constraint that will show a judge is unavailable to be scheduled on a specific date.</p> <p>d) Show the availability of judges who have no constraints and are free to be scheduled on a specific date.</p>		3	
E.1.4.	<p>Documents and Templates</p> <p>a) Show how to search for and select an existing document template</p> <p>b) Modify the document template in MS Word, sign it electronically, and save the document to a case</p> <p>c) Demonstrate creating, categorizing, and saving new document template.</p>		5	
E.1.5.	<p>Time Keeping/Billing</p> <p>a) Demonstrate how a judge would enter billable hours on a case, including:</p> <ol style="list-style-type: none"> 1. Date of billable activity 2. Notes pertaining to billable activity 3. Length of time billed <p>b) Modify an existing billable hours entry.</p> <p>c) Show an example of how the first two hours entered on a case will not create new billable hours (see Attachment D, Section 1 Business Requirements Matrix, Section 4 TK7.0 and TK8.0)</p> <p>d) Generate an invoice, for a 1 month period, for an individual Agency. Invoice should show:</p> <ol style="list-style-type: none"> 1. All billable hours and fees, by case, within 		5	

	<p>the 1 month date range selected.</p> <ol style="list-style-type: none"> 2. Sub-total of charges by case 3. Grand Total 			
E.1.6.	<p>Dashboards</p> <ol style="list-style-type: none"> a) Display a user dashboard that is populated with: <ol style="list-style-type: none"> 1. The users open task list 2. Due date of open tasks 3. Case number of the open task 4. Status of the case 		2	
E.1.7.	<p>Reports / Queries</p> <ol style="list-style-type: none"> a) Generate at least two vendor-provided best practice reports and export them to excel. b) Create a basic ad hoc report and export it electronically. c) Create a basic user query and print preview the results d) Run a workflow report (see Attachment D, Section 1 Business Requirements Matrix, Section 7 WF8.0) 		4	
E.1.8	<p>Mandatory Requirements</p> <ol style="list-style-type: none"> a) Demonstrate/Address the ability to meet all Mandatory Requirements as prioritized in Attachment D Section 1 for the following Requirement Sections: 			
E.1.8.1	Request for Hearing Mandatory Requirements		5	
E.1.8.2	Contact Management Mandatory Requirements		4	
E.1.8.3	Document Management Mandatory Requirements		5	
E.1.8.4	Reports		5	

Attachment E Continued on Next Page

ATTACHMENT E (continued)

RESPONDENT LEGAL ENTITY NAME:				
Ref #	Oral Presentation Items	Item Score	Evaluation Factor	Raw Weighted Score
E.2.	Discuss the following:			
E.2.1	Describe highlights of how the Respondent has previously implemented it's solution successfully with one of the clients provided as a reference. Address such things as initial planning, implementation, risks encountered and mitigated, etc.		5	
E.2.2	Outline examples of how APD daily operation disruptions will be minimized during the first weeks of the LCM Implementation.		5	
E.2.3	Describe the frequency and level of effort required to install system patches, releases, and updates.		4	
E.2.4	Explain what APD should expect for ongoing support: Describe the support contacts (geographical location(s), number of support persons available during APD business hours, response time, response methods, issue tracking, etc.)		5	
E.2.5	Describe your project methodology		3	
E.2.6	Outline the Respondents technology and product roadmap for the future		3	
E.2.7	Explain the flexibility and scalability of your platform		4	
E.2.8	Discuss the expected project timeline: How much time is needed for Discovery, Configuration, UAT, Training, etc.?		5	

ATTACHMENT F

Cost Proposal & Evaluation Guide

For Qualified Respondents Only

Cost Proposals/Negotiations will only be requested of Qualified Respondents in the competitive range. This is a place holder for the document that will be issued to Qualified Respondents at that part of the procurement process.

ATTACHMENT F

Cost Proposal & Evaluation Guide - For Qualified Respondents Only

NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED

COST PROPOSAL SCHEDULE— The Cost Proposal, detailed below, shall indicate the proposed price for the delivery of specified goods for the entire scope of services including all services defined in the Scope of Services of the RFQ Attachment I, *pro forma* Contract and for the entire contract period. The Cost Proposal shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract resulting from this RFQ. 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 RFQ Attachment I), "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 proposing entity to the provisions of this RFQ 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 proposing entity.

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)
COTS LCM Software	\$ Number	1	
Implementation and Consulting Services	\$ Number	1	
Data Conversion	\$ Number	1	
Technical Support and Maintenance	\$ Number per Year	5	
User Licensing	\$ Number per Year	5	
Third Party Software and Fees, if any	\$ Number per Year	5	
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.			
$\frac{\text{lowest evaluation cost amount from all proposals}}{\text{evaluation cost amount being evaluated}}$		$\times 30$ (maximum section score)	= SCORE:
<i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i>			

ATTACHMENT G**STATEMENT OF CERTIFICATIONS AND ASSURANCES**

An individual responding in his or her individual capacity or legally empowered to contractually bind the Respondent must complete and sign the Statement of Certifications and Assurances below as required, and this signed statement must be included with the response as required by the Request for Qualifications.

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 RFQ.
2. The Respondent will provide all specified goods or services as required by the contract awarded pursuant to this RFQ.
3. The Respondent accepts and agrees to all terms and conditions, except changes as set forth in the response (refer to RFQ Attachment B, Item B.20), set out in the RFQ Attachment I, *pro forma* Contract.
4. The Respondent acknowledges and agrees that a contract resulting from the RFQ shall incorporate, by reference, all Response responses as a part of the contract.
5. The Respondent will comply, as applicable, 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 best of the undersigned's knowledge, information or belief, the information detailed within the Response to the RFQ is accurate.
7. The Response submitted to the RFQ was independently prepared, without collusion, and 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 the request or any potential resulting contract.
9. Both the Technical Response and the Cost Proposal submitted in response to the RFQ 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 RFQ.
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 response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Respondent is not on the list created pursuant to § 12-12-106." For reference purposes, the list is currently available online at: <http://www.tn.gov/generalservices/article/Public-Information-library>.

By signature below, the signatory certifies legal authority to bind the responding entity to the provisions of this request and any contract awarded pursuant to it. The State may, at its sole discretion and at any time, require evidence documenting the signatory's authority to be personally bound or to legally bind the responding entity.

DO NOT SIGN THIS DOCUMENT IF YOU ARE NOT LEGALLY AUTHORIZED TO DO SO BY THE ENTITY RESPONDING TO THIS RFQ.

SIGNATURE & DATE:

PRINTED NAME & TITLE:

LEGAL ENTITY NAME:

ATTACHMENT H**REFERENCE QUESTIONNAIRE**

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

The Respondent will be responsible for obtaining completed reference questionnaires as required (refer to RFQ Attachment B, General Qualifications & Experience Items, Item B.17.), and for enclosing the sealed reference envelopes within the Respondent's Technical Proposal.

RFQ 30504-01717 REFERENCE QUESTIONNAIRE

VENDOR NAME: _____

The "vendor name" specified above, intends to submit a response to the State of Tennessee in response to the Request for Qualifications (RFQ) indicated. As a part of such response, the respondent must include a number of completed and sealed reference questionnaires (using this form).

Each individual responding to this reference questionnaire is asked to follow these instructions:

- Complete this questionnaire (either using the form provided or an exact duplicate of this document);
- sign and date the completed questionnaire;
- seal the completed, signed, and dated questionnaire in a new standard #10 envelope;
- sign in ink across the sealed portion of the envelope; and
- return the sealed envelope containing the completed questionnaire directly to the respondent.

(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 vendor provide to your company or organization?

(4) What is the level of your overall satisfaction with the vendor of the goods or services described above?

Please respond by circling the appropriate number on the scale below.

	1	2	3	4	5	
least satisfied						most satisfied

If you circled 3 or less above, what could the vendor have done to improve that rating?

RFQ # 30504-01717 PROPOSAL REFERENCE QUESTIONNAIRE — PAGE 2

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

(6) If the vendor 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.

(7) How satisfied are you with the vendor's ability to perform based on your expectations and according to the contractual arrangements?

Please respond by circling the appropriate number on the scale below.

	1	2	3	4	5	
least satisfied						most satisfied

What, if any, comments do you have regarding the score selected above?

(8) In what areas of goods or service delivery do/did the vendor excel?

(9) In what areas of goods or service delivery do/did the vendor fall short?

(10) What is the level of your satisfaction with the vendor's project management structures, processes, and personnel?

Please respond by circling the appropriate number on the scale below.

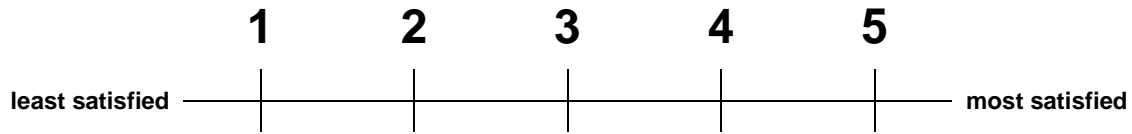
	1	2	3	4	5	
least satisfied						most satisfied

What, if any, comments do you have regarding the score selected above?

RFQ # 30504-01717 PROPOSAL REFERENCE QUESTIONNAIRE — PAGE 3

- (11) **Considering the staff assigned by the vendor to deliver the goods or services described in response to question 3 above, how satisfied are you with the technical abilities, professionalism, and interpersonal skills of the individuals assigned?**

Please respond by circling the appropriate number on the scale below.



What, if any, comments do you have regarding the score selected above?

- (12) **Based upon your experience, how likely would you be to recommend this vendor?**

Please respond by circling the appropriate number on the scale below.

1	2	3	4	5
not at all likely	not very likely	somewhat likely	likely	highly likely

What, if any, comments do you have regarding the score selected above?

REFERENCE SIGNATURE:

(by the individual completing this request for reference information)

_____ (must be the same as the signature across the envelope seal)

DATE:

ATTACHMENT I

RFQ # 30504-01717 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 RFQ.

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
SECRETARY OF STATE
AND
CONTRACTOR NAME**

This Contract, by and between the State of Tennessee, Tennessee Secretary of State ("State") and **Contractor Legal Entity Name** ("Contractor"), is for the provision of a Legal Case Management System (LCM) , as further defined in the "SCOPE."

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. Service Definitions:

APD – Administrative Procedures Division

ALJ – Administrative Law Judge

SOS – Secretary of State

COTS – “Commercial Off-The Shelf”, software or hardware products that are ready-made and available for sale to the general public

LCM – Legal Case Management System

UAT - the last phase of the software testing process where actual software users test the software to make sure it can handle required tasks in real-world scenarios, according to specifications

A.3. Service Goals: To implement a COTS LCM solution that provides all products and services as listed in this contract and its attachments.

A.4. Service Recipients: The recipients of the LCM will be the Tennessee Secretary of State's Office Administrative Procedures Division.

A.5. Service Description: The Contractor will provide the Tennessee Secretary of State's Office (SOS), software and services for the implementation of a LCM system that will allow the Administrative Procedures Division (APD) to create, schedule, and manage cases it presides over for Tennessee State Agencies pursuant to the Uniform Administrative Procedures Act Tennessee Code Annotated Title 4, Chapter 5.

The LCM Software must collect and maintain all information necessary for the Administrative Law Judges to conduct hearings, maintain official case records pursuant to Tenn. Code Ann. §4-5-319, draft and prepare orders, perform reconsideration proceedings, appeals, issue subpoenas, and rule on continuances. The LCM software must prepare reports and generate invoices as needed.

A.6. Service Deliverables: The Contractor shall deliver the following service deliverables:

- A.6.1 Project Kickoff Meeting and Presentation: The Contractor shall participate in a Kickoff Meeting scheduled by the State. The purpose of the Kickoff Meeting shall be to introduce the Contractor to State project stakeholders, and to ensure agreement regarding project objectives, roles and responsibilities, strategy, and challenges.. The Contractor shall prepare and deliver a presentation for the kickoff meeting that synthesizes its approach to the overall project, provides high-level milestones, and introduces the Contractor team.
- A.6.2 Project Management: The Contractor shall provide the following:
- A. Project Manager – The Contractor shall designate a Project Manager to serve as the Contractor’s primary point of contact for all activities and issues. The Contractor shall ensure that its Project Manager provides sufficient management of the project to ensure all project activities are performed efficiently, accurately, and on schedule. The Contractor Project Manager shall coordinate as necessary with the State Project Manager to ensure the Contractor activities are managed consistently with overall Contract requirements.
 - B. Project Management Plan: The Contractor shall provide a Project Management Plan that describes the approach to activities, project schedule, stages, duration, risks, and implementation work for all Project work. The State will provide written acceptance for the Project Management Plan.
 - i. Work Breakdown Structure (WBS) and Project Schedule: lists the work packages to be performed for the project, and a schedule baseline that will be used as a reference point for managing project progress as it pertains to schedule and timeline.
 - ii. Resource Management Plan: explains how the Contractor will maintain a pool of resources for the project.
 - iii. Issue Management Plan: explains how project issues will be documented, tracked and reported, including the process for escalating issues for joint management decision by the Contractor and the State.
 - iv. Change Management Plan: a proposed plan for managing project changes including, but not limited to, process, scope, resources, and implementation.
 - v. Release Management Plan: outlines procedures for release and deployment of system components, including details on how the Contractor will manage the release of software upgrades and enhancements and how the State will be notified when upgrades become available.
 - C. Weekly Status Updates: Through the implementation period, the Contractor agrees to provide, at minimal, a weekly status update which will include any updates on progress towards milestones, explanation of schedule variances, updates on implementation status of deliverables, and the status of action items.
 - D. Monthly Status Meeting. Through the implementation period, the Contractor agrees to attend a monthly status meeting/conference call

with the State stakeholders to discuss current progress, discuss any concerns, and answer any questions.

- E. Final Project Report: The Contractor shall create a Final Project Report using the SOS's Project Closure Report Form, summarizing project activities, lessons learned, and recommended next steps. The Final Project Report shall be submitted no later than fifteen (15) business days prior to the Contract End Date. Plan is subject to the State's approval and written acceptance of the Final Project Report.
- A.6.3 LCM System: The Contractor shall provide a Commercial Off-the-Shelf system tailored to meet the requirements expressed in RFQ 30504-01717 and its attachments hereinafter referred to as the "RFQ". The contractor shall deliver a Legal Case Management system that meets all requirements to which the Contractor has agreed or has proposed in the contractor's Proposal.
- A.6.4 Licensure: Contractor grants a license to the State to use all software provided under this Contract in the course of the State's business and purposes. This license shall provide for up to fifty (50) State concurrent users to use the Legal Case Management System.
- A. The Contractor shall provide, at the State's request, additional user licenses to supplement the base licenses, if needed in order to support increases in the user base, or as a result of extending the use of the system to other parties.
- B. Any third-party software (excluding Microsoft SQL Server) that is required for the operation or maintenance of the proposed LCM, shall be provided with the initial licensure, full warranty support and license upgrades. The Contractor shall provide evidence to the State that the contractor has lawfully purchased this initial licensure, warranty support, and license upgrades.
- A.6.5 Data Migration: The Contractor shall develop data conversion and migration methodology with State staff for databases to be migrated or converted. The Contractor shall perform the data conversion and migration with the State's approval of the methodology, timeline, and conversion process. The existing case tracking system is TrialWorks.
- A. The Data Migration Plan shall convert, test, and load data to the new Legal Case Management System databases.
- B. The Data Migration Plan shall describe how data for a case record will be migrated into the new LCM, along with recommendations to minimize the risk of incorrect data migration. Plan is subject to the State's approval and written acceptance of the Data Migration Plan.
- A.6.6 Consulting Services: At the State's request, the Contractor will provide professional services to the State. Professional services may be required, for example, to analyze, design, develop, and implement additional functionality not specified in this Contract and RFQ. The professional services may be provided either on or off-site, at the State's option, and will be billed to the State on a per-hour basis. The types of professional services provided may include, but not be limited to, on-site technical support, project management, software analysis, design, implementation, and training.
- A. There is no guarantee that the State will use any of the Contractor's Consulting Services. The State retains full control as to the timing and usage of Consulting Services.

- A.6.7. Training: The Contractor shall provide training to the State System administrators and staff members prior to “go-live” of the system.
- A. Functional Training: The Contractor shall provide training to all of the ALJ and APD support staff members on the functionality of the Legal Case Management System.
 - B. Technical Training: The Contractor shall provide training to up to five (5) State Information Systems staff members on technical features. This training shall include an overview of the system design, and how to perform administrative tasks, and how to maintain the system
 - C. Training Documentation: The Contractor shall provide documentation for all training activities, made available in electronic format.
 - D. Training Location: This training shall occur in the Nashville, Tennessee offices of the personnel to be trained.
 - E. Training Schedule: The training dates and time shall be coordinated with the State’s APD and IT staff.
- A.6.8. Reporting: The Legal Case Management System shall provide a method for authorized users to schedule and distribute reports directly from the solution. In addition, the Solution shall include a user interface that will allow authorized users to develop new reports, both for *ad hoc* reporting and continued/scheduled reporting. More detailed requirements are incorporated into this contract in Contract Attachment 2, Business Requirements.
- A.6.9 Requirements Verification and Fit-Gap Analysis. The Contractor shall work with the State project team members, as identified by the State, to verify the requirements outlined in Contract Attachment 2 – Requirements Matrix, and to map and document the extent that the Contractor’s solution meets each requirement. The Contractor shall use its responses to Contract Attachment 2 – Requirements Matrix, for verification process. The Contractor shall document any necessary requirement changes or requirement gaps identified as a result of the requirements verification process.
- The Contractor shall prepare and deliver to the State for review and approval a Requirements Verification document that includes a finalized list of Business and Technical Requirements Specifications, which detail the specific features and functions of each requirement. Plan is subject to the State’s approval and written acceptance of the Requirements Verification document.
- A. All requirements in RFQ Attachment D/*Pro Forma* Contract Attachment 2, Business and Technical Requirements Matrix, that are prioritized as “Mandatory” must be deliverable by the Contractor prior to “go-live”.
- A.6.10. Testing. The Contractor shall develop and deliver a plan describing how the Contractor will coordinate, manage, and conduct thorough testing of the LCM system prior to the delivery to the State for UAT. The Plan shall include, at a minimum, testing all functionality, reports, correspondence, and interfaces. Documentation of the inputs, outputs, problems identified, and corrections made shall be required, in the form of a functional test results document. Functional testing shall be performed by the Contractor on each module of the system. Individual sets of test data and test plans shall be created by the Contractor to completely test internal conditions of the system. The State will provide written

acceptance of the Test Plan and reserves the right to request periodic updates to the document.

The State will develop a User Acceptance Test (UAT) Plan and test scenarios, and will conduct UAT Testing. The Contractor shall be required to work with the State to facilitate and coordinate the execution of UAT in the designated test environment. The Contractor shall provide recommended processes and procedures for the UAT in the Test Plan.

- A.7. Software Upgrades. The Contractor shall provide for software Upgrades and Enhancements, as described below, to the System.
- A.7.1 All upgrades and/or enhancements to the Solution will be made known and available to the State as soon as they are released to any of the Contractor's customers.
- A.7.2 Complete documentation of all system enhancements or revisions will be provided with new releases of software. Documentation must describe, in a user-friendly manner, what the user needs to know to understand each level on which the software operates.
- A.7.3 The Contractor will coordinate with the State on the timing of the installation of the upgrades and/or enhancements.
- A.7.4 The Contractor will provide the State with full instructions regarding the steps necessary to install and test upgrades and/or enhancements
- A.8. Software Maintenance and Support: The Contractor shall provide telephone and email-based support to the State staff upon request.
- A.8.1 The Support and Maintenance period shall begin on the date of completion of Phase I of the System Implementation, and shall continue until the termination of this contract.
- A.8.2 The Contractor will provide regular maintenance of the system as needed.
- A.8.3 The State will contact the Contractor in the event that it needs to report a support incident.
- A.9. Information Security Compliance.: The Contractor warrants to the State that it is familiar with the requirements of the State of Tennessee Enterprise Information Security Policies, and has measures in place that ensure that all data records are transported, stored and accessed in a secure manner. All data is property of the State of Tennessee. The system or Contractor must meet or exceed the State's Information security requirements for access control, authentication, storage, data destruction, system maintenance and patching must be compliant with best practices for secure application development as defined in ISO/IEC 27000 series. The State of Tennessee Information Security public policy can be found at the following link:

<http://www.tn.gov/finance/oir/security/secpolicy.html>

Contractor warrants that it will cooperate with the State in the course of performance of the Contract so that both parties will be in compliance with State Enterprise Information Security Policies requirements and any other state and federal computer security regulations including cooperation and coordination with State computer security officials

and other compliance officers required by its regulations. Contractor staff may be required to undergo background checks.

A.9.1 The Solution must meet all Security requirements as defined in RFQ Attachment D Section 2/*Pro Forma* Contract Attachment 2, Section 2, Technical Requirements Matrix.

A.10. Warranty: Contractor represents and warrants that the term of the warranty (“Warranty Period”) shall be the greater of the Term of this Contract or any other warranty general offered by Contractor, its suppliers, or manufacturers to customers of its goods or services. The goods or services provided under this Contract shall conform to the terms and conditions of this Contract throughout the Warranty Period. Any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a “Defect” and shall be considered “Defective.” If Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect, at no additional charge.

Contractor represents and warrants that the State is authorized to possess and use all equipment, materials, software, and deliverables provided under this Contract.

Contractor represents and warrants that all goods or services provided under this Contract shall be provided in a timely and professional manner, by qualified and skilled individuals, and in conformity with standards generally accepted in Contractor’s industry.

If Contractor fails to provide the goods or services as warranted, then Contractor will re-provide the goods or services at no additional charge. If Contractor is unable or unwilling to re-provide the goods or services as warranted, then the State shall be entitled to recover the fees paid to Contractor for the Defective goods or services. Any exercise of the State’s rights under this Section shall not prejudice the State’s rights to seek any other remedies available under this Contract or applicable law.

A.11 Inspection and Acceptance: The State shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, the State determines that the goods or services are Defective, the State shall notify Contractor, and Contractor shall re-deliver the goods or provide the services at no additional cost to the State. If after a period of thirty (30) days following delivery of goods or performance of services the State does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the State.

A.12 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.13 Additional Work: The State may request, at its sole discretion, additional work involving the enhancement or modification of a deliverable under the Contract Scope, provided that this Contract is amended, pursuant to section D. 3. Remuneration for any such additional work shall be based on the applicable “contingent”, payment rate(s) detailed in Section C. 3 of this Contract.

A.14 Service Location: A respondent’s principal place of business, as well as the location for the work to be performed pursuant to the Contract, must be located in the continental United States or Canada. Respondent must allow on-site visits by employees of the State, (at the sole expense of the State), upon reasonable notice during normal working hours, while the work is being performed.

B. TERM OF CONTRACT:

This Contract shall be effective on **DATE** ("Effective Date") and extend for a period of **number (#) 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)
COTS LCM Software	\$ Number
Implementation/Consulting Services	\$ Number
Data Conversion	\$ Number
Technical Support and Maintenance	\$ Number per Year
User Licensing	\$ Number per Year
Third Party Software and Fees, if any	\$ Number per Year

Contingent Rates – In accordance with section A.13 of this Contract, the State may request and the Contractor may agree to perform additional work involving the enhancement or modification of deliverables under the Contract Scope of Services, provided that this Contract is amended to require such work.

- i. Remuneration for any such additional work shall be based on the applicable contingent, payment rate(s) detailed below and as approved by the State.

SERVICE**AMOUNT PER HOUR**

ADDITIONAL SYSTEM ENHANCEMENTS

\$ Number

- ii. The Contractor shall not be compensated for travel time to the primary location of service provision.
 - iii. **The total amount spent for system enhancements shall be capped at 15% of the total non-continent contract cost.**
- 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:

J. Richard Collier, Director
 Secretary of State, Administrative Procedures Division
 312 Rosa L. Parks Ave
 8th Floor, William R. Snodgrass Tennessee Tower
 Nashville, TN 37123

- 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: TN Secretary of State, Administrative Procedures Division;
 - (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:

J. Richard Collier, Director
 Secretary of State, Administrative Procedures Division
 312 Rosa L. Parks Ave
 8th Floor, William R. Snodgrass Tennessee Tower
 Nashville, TN 37123
 Richard.Collier@tn.gov

Telephone # 615-747-5383
 FAX # 615-741-4472

The Contractor:

Contractor Contact Name & Title

Contractor Name

Address

Email Address

Telephone # Number

FAX # Number

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

- D.3. Modification and Amendment: This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable State officials.
- D.4. Subject to Funds Availability: The Contract is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate 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, in writing, by submitting to the State a completed and signed copy of the document at Attachment 1, 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 for 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, money, 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.

- 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 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 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 applicable state and federal laws and regulations in the 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. 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 - 407.
- 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 RFQ 30504-01717 Attachment D, Requirements Matrix as Attachment 2, and RFQ 30504-01717 Attachment J Sections 1.0, 2.0, 3.0 and 4.0;
 - 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 with investment activities in Iran, shall be a material provision of this Contract. The Contractor agrees, 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 provide the State a certificate of insurance (“COI”) evidencing the coverages and amounts specified below. The COI shall be provided ten (10) business days prior to the Effective Date and again upon renewal or replacement of coverages required by this Contract. If insurance expires during the Term, the State must receive a new COI at least thirty (30) calendar days prior to the insurance’s expiration date. If the Contractor loses insurance coverage, does not renew coverage, or for any reason becomes uninsured during the Term, the Contractor shall notify the State immediately.

The COI shall be on a form approved by the Tennessee Department of Commerce and Insurance (“TDCI”) and signed by an authorized representative of the insurer. The COI shall list each insurer’s national association of insurance commissioners (also known as NAIC) number and list the State of Tennessee, Risk Manager, 312 Rosa L. Parks Ave., 3rd floor Central Procurement Office, Nashville, TN 37243 in the certificate holder section. At any time, the State may require the Contractor to provide a valid COI detailing coverage description; insurance company; policy number; exceptions; exclusions; policy effective date; policy expiration date; limits of liability; and the name and address of insured. The Contractor’s failure to maintain or submit evidence of insurance coverage is considered a material breach of this Contract.

If the Contractor desires to self-insure, then a COI will not be required to prove coverage. In place of the COI, the Contractor must provide a certificate of self-insurance or a letter on the Contractor’s letterhead detailing its coverage, liability policy amounts, and proof of funds to reasonably cover such expenses. Compliance with Tenn. Code Ann. § 50-6-405 and the rules of the TDCI is required for the Contractor to self-insure workers’ compensation.

All insurance companies must be: (a) acceptable to the State; (b) authorized by the TDCI to transact business in the State of Tennessee; and (c) rated A- VII or better by A. M. Best. The Contractor shall provide the State evidence that all subcontractors maintain the required insurance or that the subcontractors are included under the Contractor’s policy.

The Contractor agrees to name the State as an additional insured on any insurance policies with the exception of workers’ compensation (employer liability) and professional liability (errors and omissions) (“Professional Liability”) insurance. Also, all policies shall contain an endorsement for a waiver of subrogation in favor of the State.

The deductible and any premiums are the Contractor’s sole responsibility. Any deductible over fifty thousand dollars (\$50,000) must be approved by the State. 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.

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.

All coverage required shall be on a primary basis and noncontributory with any other insurance coverage or self-insurance carried by the State. The State reserves the right to amend or require additional endorsements, types of coverage, and higher or lower limits of coverage depending on the nature of the work. Purchases or contracts involving any

hazardous activity or equipment, tenant, concessionaire and lease agreements, alcohol sales, cyber-liability risks, environmental risks, special motorized equipment, or property may require customized insurance requirements (e.g. umbrella liability insurance) in addition to the general requirements listed below.

To achieve the required coverage levels, a combination of a specific policy written with an umbrella policy covering liabilities above stated limits is acceptable (For example: If appropriate limits are two million dollars (\$2,000,000) per occurrence and two million dollars (\$2,000,000) aggregate, acceptable coverage would include a specific policy covering one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) aggregate written with an umbrella policy for one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) aggregate. If the deficient underlying policy is for 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 as well.

The Contractor shall obtain and maintain, at a minimum, the following insurance coverages and policy limits.

- a. Commercial General Liability Insurance
 - (1) The Contractor shall maintain commercial general liability insurance, which shall be written on an Insurance Services Office, Inc. (also known as ISO) occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises/operations, independent contractors, contractual liability, completed operations/products, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
 - (2) The Contractor shall maintain bodily injury/property damage with a combined single limit not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate for bodily injury and property damage, including products and completed operations coverage with an aggregate limit of at least two million dollars (\$2,000,000).

- 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. Professional Liability Insurance
- 1) Professional liability insurance shall be written on an occurrence basis. This coverage may be written on a claims-made basis but must include an extended reporting period or "tail coverage" of at least two (2) years after the Term;
 - 2) Any professional liability insurance policy shall have a limit not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) in the aggregate; and
 - 3) If the Contract involves the provision of services by medical professionals, a policy limit not less than two million (\$2,000,000) per claim.
- e. Cyber Liability and Network Security Insurance
- 1) Cyber liability and Network Security Insurance, covering network and privacy risks, including but not limited to unauthorized access, failure of security, breach of privacy perils, wrongful disclosure, or other negligence in the handling of confidential information, privacy perils, and including coverage for related regulatory defense and penalties; data breach expenses, in an amount not less than five million dollars (\$5,000,000.00) per occurrence or claim, five million dollars (\$5,000,000.00) in the aggregate including but not limited to consumer notification, whether or not required by law, in the performance of services hereunder.

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. 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.

- E.3. Additional lines, items, or options. At its sole discretion, the State may make written requests to the Contractor to add lines, items, or options that are needed and within the Scope but were not included in the original Contract. Such lines, items, or options will be added to the Contract through a Memorandum of Understanding (“MOU”), not an amendment.
- a. After the Contractor receives a written request to add lines, items, or options, the Contractor shall have ten (10) business days to respond with a written proposal. The Contractor’s written proposal shall include:
 - b. The effect, if any, of adding the lines, items, or options on the other goods or services required under the Contract;
 - c. Any pricing related to the new lines, items, or options;
 - d. The expected effective date for the availability of the new lines, items, or options.
 - e. The State may negotiate the terms of the Contractor’s proposal by requesting revisions to the proposal.
 - f. To indicate acceptance of a proposal, the State will sign it. The signed proposal shall constitute a MOU between the Parties, and the lines, items, or options shall be incorporated into the Contract as if set forth verbatim.

Only after a MOU has been executed shall the Contractor perform or deliver the new lines, items, or options.

- E.7. Personally Identifiable Information. While performing its obligations under this Contract, Contractor may have access to PII held by the State. 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 and/or procure 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.

- E.8. Extraneous Terms and Conditions. Contractor shall fill all orders submitted by the State under this Contract. No purchase order, invoice, or other documents associated with any sales, orders, or supply of any good or service under this Contract shall contain any terms or conditions other than as set forth in the Contract. Any such extraneous terms and conditions shall be void, invalid and unenforceable against the State. Any refusal by Contractor to supply any goods or services under this Contract conditioned upon the State submitting to any extraneous terms and conditions shall be a material breach of the Contract and constitute an act of bad faith by Contractor.
- E.9. Intellectual Property. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State concerning or arising out of any claim of an alleged patent, copyright, trade secret or other intellectual property infringement. In any such claim or action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any settlement or final judgment, and the Contractor shall be responsible for all legal or other fees or expenses incurred by the State arising from any such claim. The State shall give the Contractor notice of any such claim or suit, however, the failure of the State to give such notice shall only relieve Contractor of its obligations under this Section to the extent Contractor can demonstrate actual prejudice arising from the State's failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State of Tennessee in any legal matter, as provided in Tenn. Code Ann. § 8-6-106.
- E.10. 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 #32110-17101 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 quarterly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, and Tennessee service-disabled veterans. Such reports shall be provided to the State of Tennessee Governor's Office of Diversity Business Enterprise in the required form and substance.

E.11. Survival. The terms, provisions, representations, and warranties contained in this Contract which by their sense and context are intended to survive the performance and termination of this Contract, shall so survive the completion of performance and termination of this Contract.

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

STATE AGENCY NAME:

NAME & TITLE

DATE

Pro Forma ATTACHMENT 1**(Fill out only by selected Contractor)****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 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 Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind Contractor.

PRINTED NAME AND TITLE OF SIGNATORY**DATE OF ATTESTATION**

Pro Forma ATTACHMENT 2

Please see the separate contract attachment, RFQ Attachment D, Pro Forma Contract Attachment 2 – Requirements Matrix

Pro Forma ATTACHMENT 3

(Fill out only by selected Contractor)

SAMPLE LETTER OF DIVERSITY COMMITMENT

(Company Letterhead/Logo)

(Address)

(Date)

(Salutation),

(Company Name) is committed to achieving or surpassing a goal of (numeral) percent spend with certified diversity business enterprise firms on State of Tennessee contract # (Edison document #). Diversity businesses are defined as those that are owned by minority, women, small business and Tennessee service-disabled veterans which are certified by the Governor's Office of Diversity Business Enterprise (Go-DBE).

We confirm our commitment of (percentage) participation on the (Contract) by using the following diversity businesses:

- (i) Name and ownership characteristics (i.e., ethnicity, gender, Tennessee service-disabled veteran) of anticipated diversity subcontractors and suppliers:

- (ii) Participation estimates (expressed as a percent of the total contract value to be dedicated to diversity subcontractors and suppliers):

_____ %.

- (iii) Description of anticipated services to be performed by diversity subcontractors and suppliers:

We accept that our commitment to diversity advances the State's efforts to expand opportunity of diversity businesses to do business with the State as contractors and sub-contractors.

Further, we commit to:

1. Using applicable reporting tools that allow the State to track and report purchases from businesses owned by minority, women, Tennessee service-disabled veterans and small business.
2. Reporting quarterly to the Go-DBE office the dollars spent with certified diversity businesses owned by minority, women, Tennessee service-disabled veterans and small business accomplished under contract # (Edison number).

(Company Name) is committed to working with the Go-DBE office to accomplish this goal.

Regards,

(Company authority – signature and title)

ATTACHMENT J – Section 1.0

RFQ # 30504-01717 Reference Document

This is a place holder for the APD Workflow.

ATTACHMENT J – Section 2.0

RFQ # 30504-01717 Reference Document

This is a place holder for examples of currently used reports.

ATTACHMENT J – Section 3.0

RFQ # 30504-01717 Reference Document

TrialWorks Database Records

Production Database Total Space: 4454.63 MB

Archive Database Total Space: 1697.25 MB

Production Database Core Tables					
Table Description	Number Rows	Total Pages	Used Pages	Data Pages	Total Space MB
Petitioners	87542	9210	9149	7120	71
Agencies	67	2	2	1	0
Agency-Divisions	455	6	6	4	0
Document Types	56	2	2	1	0
Miscellaneous Documents	95368	3173	3065	3027	24
Case Contacts	172622	4386	3848	1818	34
Case Status Types	19	2	2	1	0
Cases	87448	25522	25425	21775	199
Clients	87423	11884	11791	8419	92
Contact Types	18	2	2	1	0
Contacts	135816	5266	4568	3876	41
Contacts History	225472	6057	5475	5474	47
Contact Type	198136	1249	934	898	9
Correspondence	95345	12346	11781	7649	96
Correspondence Templates	57	6	6	5	0
Document Categories	676	7	7	6	0
Dockets	203371	16282	16224	8332	127
Docket Reminders	158581	905	675	639	7
Email Records	15844	10586	10185	3458	82
Notes	18245	1522	1136	434	11
Other Attorneys	33789	817	170	169	6
Pleadings	321071	31514	31477	16238	246
Pleadings Template	23	4	4	3	0
Status Codes	22	2	2	1	0
Research	49	6	6	2	0
Sub Status Codes	9	2	2	1	0
Task Code	28	2	2	1	0
Billing Records	361263	16626	16491	9938	129
Billing Rates	65	2	2	1	0
TransactionLogs	2308987	206642	206605	54622	1614
User Table	46	6	6	3	0
User Groups	43	8	8	7	0

ATTACHMENT J – Section 4.0

RFQ # 30504-01717 Reference Document

This is a place holder for the APD Agency/Division List.