



**STATE OF TENNESSEE  
DEPARTMENT OF HUMAN SERVICES**

**REQUEST FOR PROPOSALS  
FOR  
ENTERPRISE SYSTEM MODERNIZATION  
FEASIBILITY STUDY AND QUALITY ASSURANCE SERVICES**

**RFP # 34501-11516**

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## 1. INTRODUCTION

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

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

### 1.1. Statement of Procurement Purpose

The RFP is to award two (2) contracts to one service provider to: (a) define requirements, conduct a feasibility study with alternative analysis and cost-benefit analysis, and develop and support the approval of an Implementation Advanced Planning Document (IAPD) for the TDHS Enterprise System Modernization (ESM) Project as defined in RFP Attachment 6.6.1; and (b) provide ongoing Quality Assurance (QA) services for the ESM Project as defined in RFP Attachment 6.6.2. Further information about the mission and goals the ESM project will support, as well as workload data, is described in Appendix 2 of Attachment 6.6.1 - *Pro Forma* Contract.

TDHS shall rely on the services and deliverables provided by the Contractor to contract separately for the design, development, and implementation (DDI) services for the ESM Project which will provide modernized technology solutions to support the Temporary Assistance for Needy Families (TANF), Supplemental Nutrition Assistance Program (SNAP), Child Care Services, and Child Support Enforcement programs of TDHS.

The requirements set forth in RFP Attachments 6.6.1, shall be used by the State to develop a DDI Request for Proposals for the ESM Project. Since future tasks will in part be based on such requirements, it is critical for the Respondent to address all requirements the system must accommodate and all services it must perform.

Contracts awarded pursuant to this RFP for Quality Assurance services detailed in Attachment 6.6.2 shall commence on the same date as the start date of a contract to perform the ESM DDI services, which will be awarded via a separate future procurement. The Quality Assurance services contract shall function as a separate support contract to the ESM DDI contract each of which is expected to begin in 2018.

Neither the contractor selected pursuant to this Solicitation, nor any of its wholly owned subsidiaries, nor any of the included subcontractors, shall be awarded the ESM DDI contract.

The contracts awarded shall be effective December 7, 2016 (the “Effective Date”). The contract defined in RFP Attachment 6.6.1 shall end on April 4, 2018.

The contract defined in RFP Attachment 6.6.2 shall be effective on December 7, 2016; however, performance of services under the contract will not commence until July 1, 2018, or other date mutually agreed upon by the State and Contractor, after all services and deliverables specified in the contract set forth in RFP Attachment 6.6.1 have been completed.

1.1.1. At this point, the State does not have a methodology for developing a reliable estimate of the total cost of the services.

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

The RFP Attachments 6.6.1 and 6.6.2., *Pro Forma* Contracts detail the State’s requirements:

- Scope of Services and Deliverables (Section A);

- Contract Period (Section B);
- Payment Terms (Section C);
- Standard Terms and Conditions (Section D); and,
- Special Terms and Conditions (Section E).

The *pro forma* contracts substantially represent the contract documents that the successful Respondent must sign.

### 1.3. **Nondiscrimination**

No person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of a Contract pursuant to this RFP or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Contractor pursuant to this RFP shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

### 1.4. **RFP Communications**

1.4.1. The State has assigned the following RFP identification number that must be referenced in all communications regarding this RFP:

**RFP # 34501-11516**

1.4.2. **Unauthorized contact about this RFP with employees or officials of the State of Tennessee except as detailed below may result in disqualification from consideration under this procurement process.**

1.4.2.1. Prospective Respondents must direct communications concerning this RFP to the following person designated as the Solicitation Coordinator:

Nicholas R. Edwards, Sourcing Analyst  
Central Procurement Office  
Tennessee Tower, 3rd Floor  
312 Rosa L. Parks Avenue, Nashville, TN 37243  
p. 615-741-1075  
[nicholas.edwards@tn.gov](mailto:nicholas.edwards@tn.gov)  
[tn.gov/generalservices/](http://tn.gov/generalservices/)

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

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

Jeffrey Blackshear  
Tennessee Department of Human Services  
15<sup>th</sup> Floor, Citizens Plaza Building  
400 Deaderick Street  
Nashville, TN 37243-1403

Telephone: (615) 313-5711  
[Jeffrey.Blackshear@tn.gov](mailto:Jeffrey.Blackshear@tn.gov)

- 1.4.3. Only the State's official, written responses and communications with Respondents are binding with regard to this RFP. Oral communications between a State official and one or more Respondents are unofficial and non-binding.
- 1.4.4. Potential Respondents must ensure that the State receives all written questions and comments, including questions and requests for clarification, no later than the Written Questions & Comments Deadline detailed in the RFP Section 2, Schedule of Events.
- 1.4.5. Respondents must assume the risk of the method of dispatching any communication or response to the State. The State assumes no responsibility for delays or delivery failures resulting from the Respondent's method of dispatch. Actual or digital "postmarking" of a communication or response to the State by a specified deadline is not a substitute for the State's actual receipt of a communication or response.
- 1.4.6. The State will convey all official responses and communications related to this RFP to the prospective Respondents from whom the State has received a Notice of Intent to Respond. (Refer to RFP Section 1.8.)
- 1.4.7. The State reserves the right to determine, at its sole discretion, the method of conveying official, written responses and communications related to this RFP. Such written communications may be transmitted by mail, hand-delivery, facsimile, electronic mail, Internet posting, or any other means deemed reasonable by the State. For internet posting, please refer to the following website: <http://tn.gov/generalservices/article/request-for-proposals-rfp-opportunities>.
- 1.4.8. The State reserves the right to determine, at its sole discretion, the appropriateness and adequacy of responses to written comments, questions, and requests related to this RFP. The State's official, written responses will constitute an amendment of this RFP.
- 1.4.9. Any data or factual information provided by the State (in this RFP, an RFP amendment or any other communication relating to this RFP) is for informational purposes only. The State will make reasonable efforts to ensure the accuracy of such data or information, however it is the Respondent's obligation to independently verify any data or information provided by the State. The State expressly disclaims the accuracy or adequacy of any information or data that it provides to prospective Respondents.

1.5. **Assistance to Respondents with a Handicap or Disability**

Prospective Respondents with a handicap or disability may receive accommodation relating to the communication of this RFP and participating in the RFP process. Prospective Respondents may contact the Solicitation Coordinator to request such reasonable accommodation no later than the Disability Accommodation Request Deadline detailed in the RFP Section 2, Schedule of Events.

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

- 1.6.1. Each prospective Respondent must carefully review this RFP, including but not limited to, attachments, the RFP Attachment 6.6.1 and 6.6.2, *Pro Forma* Contracts, and any amendments, for questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively called "questions and comments").
- 1.6.2. Any prospective Respondent having questions and comments concerning this RFP must provide them in writing to the State no later than the Written Questions & Comments Deadline detailed in the RFP Section 2, Schedule of Events.

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

### 1.7. **Pre-Response Conference**

A Pre-response Conference will be held at the time and date detailed in the RFP Section 2, Schedule of Events. Attendance at the Pre-response Conference attendance is not mandatory. The number of individuals attending on behalf of prospective Respondents may be limited due to overall attendance and space limitations.

The conference will be held at:

Tennessee Department of Human Services  
2<sup>nd</sup> Floor, Citizens Plaza Building  
400 Deaderick Street  
Nashville, TN 37243-1403

The purpose of the Conference is to discuss the RFP scope of goods or services. The State will entertain questions, however prospective Respondents must understand that the State's oral response to any question at the Pre-response Conference shall be unofficial and non-binding. Prospective Respondents must submit all questions, comments, or other concerns regarding the RFP in writing prior to the Written Questions & Comments Deadline date detailed in the RFP Section 2, Schedule of Events. The State will send the official response to these questions and comments to prospective Respondents from whom the State has received a Notice of Intent to respond as indicated in RFP Section 1.8 and on the date detailed in the RFP Section 2, Schedule of Events.

### 1.8. **Notice of Intent to Respond**

Before the Notice of Intent to Respond Deadline detailed in the RFP Section 2, Schedule of Events, prospective Respondents should submit to the Solicitation Coordinator a Notice of Intent to Respond (in the form of a simple e-mail 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
- confirmation that they will be providing proposals for both the feasibility study and quality assurance scopes of work.

**A Notice of Intent to Respond creates no obligation and is not a prerequisite for submitting a response; however, it is necessary to ensure receipt of any RFP amendments or other notices and communications relating to this RFP.**

### 1.9. **Response Deadline**

A Respondent must ensure that the State receives a response no later than the response Deadline time and date detailed in the RFP Section 2, Schedule of Events. A response must respond, as required, to this RFP (including its attachments) as may be amended. The State will not accept late responses, and a Respondent's failure to submit a response before the deadline will result in disqualification of the response. It is the responsibility of the Respondent to ascertain any additional security requirements with respect to packaging and delivery to the State of Tennessee. Respondents should be mindful of any potential delays due to security screening procedures, weather, or other filing delays whether foreseeable or unforeseeable.

## 2. RFP SCHEDULE OF EVENTS

2.1. The following RFP Schedule of Events represents the State's best estimate for this RFP.

EVENT	TIME (central time zone)	DATE
1. RFP Issued		Friday, June 10, 2016
2. Disability Accommodation Request Deadline	2:00 p.m.	Thursday, June 16, 2016
3. Pre-response Conference	9:00 a.m.	Tuesday, June 21, 2016
4. Notice of Intent to Respond Deadline	2:00 p.m.	Wednesday, June 22, 2016
5. Written "Questions & Comments" Deadline	2:00 p.m.	Friday, July 1, 2016
6. State Response to Written "Questions & Comments"		Friday, July 15, 2016
7. Response Deadline	2:00 p.m.	Wednesday, August 10, 2016
8. State Completion of Technical Response Evaluations		Wednesday, August 24, 2016
9. State Schedules Respondent Oral Presentation(s)		Wednesday, August 24, 2016
10. Respondent Oral Presentation(s)	8:00 a.m. – 4:30 p.m.	Wednesday and Thursday, September 7 & 8, 2016
11. State Opening & Scoring of Cost Proposals	2:00 p.m.	Friday, September 9, 2016
12. Negotiations		Monday, September 12, 2016 to Wednesday, September 14, 2016
13. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	Thursday, September 15, 2016
14. End of Open File Period		Thursday, September 22, 2016
15. State sends contracts to federal entities for review		Friday, September 23, 2016
16. State sends contracts to Contractor for signature		Wednesday, November 23, 2016
17. Contractor Signature Deadline	2:00 p.m.	Wednesday, November 30, 2016

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

### 3. RESPONSE REQUIREMENTS

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#### 3.1. Response Form

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

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

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

- 3.1.1.1. A Respondent must use the RFP Attachment 6.2., Technical Response & Evaluation Guide to organize, reference, and draft the Technical Response by duplicating the attachment, adding appropriate page numbers as required, and using the guide as a table of contents covering the Technical Response.
- 3.1.1.2. A response should be economically prepared, with emphasis on completeness and clarity. A response, as well as any reference material presented, must be written in English and must be written on standard 8 ½" x 11" pages (although oversized exhibits are permissible) and use a 12 point font for text. All response pages must be numbered.
- 3.1.1.3. All information and documentation included in a Technical Response should respond to or address a specific requirement detailed in the RFP Attachment 6.2., Technical Response & Evaluation Guide. All information must be incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will not contribute to evaluations.
- 3.1.1.4. The State may determine a response to be non-responsive and reject it if:
- a. the Respondent fails to organize and properly reference the Technical Response as required by this RFP and the RFP Attachment 6.2., Technical Response & Evaluation Guide; or
  - b. the Technical Response document does not appropriately respond to, address, or meet all of the requirements and response items detailed in the RFP Attachment 6.2., Technical Response & Evaluation Guide.
- 3.1.2. **Cost Proposal.** A Cost Proposal must be recorded on an exact duplicate of the RFP Attachment 6.3., Cost Proposal & Scoring Guide.

**NOTICE: If a Respondent fails to submit a cost proposal exactly as required, the State may deem the response to be non-responsive and reject it.**

- 3.1.2.1. A Respondent must only record the proposed cost exactly as required by the RFP Attachment 6.3., Cost Proposal & Scoring Guide and must NOT record any other rates, amounts, or information.

- 3.1.2.2. The proposed cost shall incorporate ALL costs for services under the contract for the total contract period, including any renewals or extensions.
- 3.1.2.3. A Respondent must sign and date the Cost Proposal.
- 3.1.2.4. A Respondent must submit the Cost Proposal to the State in a sealed package separate from the Technical Response (as detailed in RFP Sections 3.2.3., *et seq.*).

## 3.2. Response Delivery

- 3.2.1. A Respondent must ensure that both the original Technical Response and Cost Proposal documents meet all form and content requirements, including all required signatures, as detailed within this RFP.
- 3.2.2. A Respondent must submit original Technical Response and Cost Proposal documents and copies as specified below.
  - 3.2.2.1. One (1) original Technical Response paper document labeled:  
**“RFP # 34501-11516 TECHNICAL RESPONSE ORIGINAL”**  
  
and two (2) digital 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:  
**“RFP # 34501-11516 TECHNICAL RESPONSE COPY”**  
  
The digital copies should not include copies of sealed customer references, however any other discrepancy between the paper Technical Response document and any digital copies may result in the State rejecting the proposal as non-responsive.
  - 3.2.2.2. One (1) original Cost Proposal paper document labeled:  
**“RFP # 34501-11516 COST PROPOSAL ORIGINAL”**  
  
and one (1) copy in the form of a digital document in “PDF/XLS” format properly recorded on separate, blank, standard CD-R recordable disc or USB flash drive labeled:  
**“RFP # 34501-11516 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.
- 3.2.3. A Respondent must separate, seal, package, and label the documents and copies for delivery as follows:
  - 3.2.3.1. The Technical Response original document and digital copies must be placed in a sealed package that is clearly labeled:  
**“DO NOT OPEN... RFP # 34501-11516 TECHNICAL RESPONSE FROM [RESPONDENT LEGAL ENTITY NAME]”**
  - 3.2.3.2. The Cost Proposal original document and digital copy must be placed in a separate, sealed package that is clearly labeled:

**“DO NOT OPEN... RFP # 34501-11516 COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]”**

- 3.2.3.3. The separately, sealed Technical Response and Cost Proposal components may be enclosed in a larger package for mailing or delivery, provided that the outermost package is clearly labeled:

**“RFP # 34501-11516 SEALED TECHNICAL RESPONSE & SEALED COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]”**

- 3.2.4. A Respondent must ensure that the State receives a response no later than the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events at the following address:

Nicholas R. Edwards, Sourcing Analyst  
Central Procurement Office  
Tennessee Tower, 3rd Floor  
312 Rosa L. Parks Avenue, Nashville, TN 37243

**3.3. Response & Respondent Prohibitions**

- 3.3.1. A response must not include alternate contract terms and conditions. If a response contains such terms and conditions, the State, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it.
- 3.3.2. A response must not restrict the rights of the State or otherwise qualify either the offer to deliver goods or provide services as required by this RFP or the Cost Proposal. If a response restricts the rights of the State or otherwise qualifies either the offer to deliver goods or provide services as required by this RFP or the Cost Proposal, the State, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it.
- 3.3.3. A response must not propose alternative goods or services (*i.e.*, offer services different from those requested and required by this RFP) unless expressly requested in this RFP. The State may consider a response of alternative goods or services to be non-responsive and reject it.
- 3.3.4. A Cost Proposal must be prepared and arrived at independently and must not involve any collusion between Respondents. The State will reject any Cost Proposal that involves collusion, consultation, communication, or agreement between Respondents. Regardless of the time of detection, the State will consider any such actions to be grounds for response rejection or contract termination.
- 3.3.5. A Respondent must not provide, for consideration in this RFP process or subsequent contract negotiations, any information that the Respondent knew or should have known was materially incorrect. If the State determines that a Respondent has provided such incorrect information, the State will deem the Response non-responsive and reject it.
- 3.3.6. A Respondent must not submit more than one Technical Response and one Cost Proposal in response to this RFP, except as expressly requested by the State in this RFP. If a Respondent submits more than one Technical Response or more than one Cost Proposal, the State will deem all of the responses non-responsive and reject them.
- 3.3.7. A Respondent must not submit a response as a prime contractor while also permitting one or more other Respondents to offer the Respondent as a subcontractor in their own responses. Such may result in the disqualification of all Respondents knowingly involved. This restriction does not, however, prohibit different Respondents from offering the same subcontractor as a part of their responses (provided that the subcontractor does not also submit a response as a prime contractor).

3.3.8. The State shall not consider a response from an individual who is, or within the past six (6) months has been, a State employee. For purposes of this RFP:

3.3.8.1. An individual shall be deemed a State employee until such time as all compensation for salary, termination pay, and annual leave has been paid;

3.3.8.2. A contract with or a response from a company, corporation, or any other contracting entity in which a controlling interest is held by any State employee shall be considered to be a contract with or proposal from the employee; and

3.3.8.3. A contract with or a response from a company, corporation, or any other contracting entity that employs an individual who is, or within the past six (6) months has been, a State employee shall not be considered a contract with or a proposal from the employee and shall not constitute a prohibited conflict of interest.

#### 3.4. **Response Errors & Revisions**

A Respondent is responsible for any and all response errors or omissions. A Respondent will not be allowed to alter or revise response documents after the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events unless such is formally requested, in writing, by the State.

#### 3.5. **Response Withdrawal**

A Respondent may withdraw a submitted response at any time before the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events by submitting a written request signed by an authorized Respondent representative. After withdrawing a response, a Respondent may submit another response at any time before the Response Deadline. After the Response Deadline, a Respondent may only withdraw all or a portion of a response where the enforcement of the response would impose an unconscionable hardship on the Respondent.

#### 3.6. **Additional Services**

If a response offers goods or services in addition to those required by and described in this RFP, the State, at its sole discretion, may add such services to the contract awarded as a result of this RFP. Notwithstanding the foregoing, a Respondent must not propose any additional cost amounts or rates for additional goods or services. Regardless of any additional services offered in a response, the Respondent's Cost Proposal must only record the proposed cost as required in this RFP and must not record any other rates, amounts, or information.

**NOTICE: If a Respondent fails to submit a Cost Proposal exactly as required, the State may deem the response non-responsive and reject it.**

#### 3.7. **Response Preparation Costs**

The State will not pay any costs associated with the preparation, submittal, or presentation of any response.

## **4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS**

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### **4.1. RFP Amendment**

The State at its sole discretion may amend this RFP, in writing, at any time prior to contract award. However, prior to any such amendment, the State will consider whether it would negatively impact the ability of potential Respondents to meet the response deadline and revise the RFP Schedule of Events if deemed appropriate. If an RFP amendment is issued, the State will convey it to potential Respondents who submitted a Notice of Intent to Respond (refer to RFP Section 1.8.). A response must address the final RFP (including its attachments) as amended.

### **4.2. RFP Cancellation**

The State reserves the right, at its sole discretion, to cancel the RFP or to cancel and reissue this RFP in accordance with applicable laws and regulations.

### **4.3. State Right of Rejection**

4.3.1. Subject to applicable laws and regulations, the State reserves the right to reject, at its sole discretion, any and all responses.

4.3.2. The State may deem as non-responsive and reject any response that does not comply with all terms, conditions, and performance requirements of this RFP. Notwithstanding the foregoing, the State reserves the right to waive, at its sole discretion, minor variances from full compliance with this RFP. If the State waives variances in a response, such waiver shall not modify the RFP requirements or excuse the Respondent from full compliance, and the State may hold any resulting Contractor to strict compliance with this RFP.

### **4.4. Assignment & Subcontracting**

4.4.1. The Contractor may not subcontract, transfer, or assign any portion of the Contract awarded as a result of this RFP without prior approval of the State. The State reserves the right to refuse approval, at its sole discretion, of any subcontract, transfer, or assignment.

4.4.2. If a Respondent intends to use subcontractors, the response to this RFP must specifically identify the scope and portions of the work each subcontractor will perform (refer to RFP Attachment 6.2., Section B, General Qualifications & Experience, Item B.14.).

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

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

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

### **4.5. Right to Refuse Personnel or Subcontractors**

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

#### 4.6. **Insurance**

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

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

- 4.7.1. All persons, agencies, firms, or other entities that provide legal or financial opinions, which a Respondent provides for consideration and evaluation by the State as a part of a response to this RFP, shall be properly licensed to render such opinions.
- 4.7.2. Before the Contract resulting from this RFP is signed, the apparent successful Respondent (and Respondent employees and subcontractors, as applicable) must hold all necessary or appropriate business or professional licenses to provide the goods or services as required by the contract. The State may require any Respondent to submit evidence of proper licensure.
- 4.7.3. Before the Contract resulting from this RFP is signed, the apparent successful Respondent must be registered with the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. The State shall not award a contract unless the Respondent provides proof of such registration or provides documentation from the Department of Revenue that the Contractor is exempt from this registration requirement. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation. For purposes of this registration requirement, the Department of Revenue may be contacted at: TN.Revenue@tn.gov.

#### 4.8. **Disclosure of Response Contents**

- 4.8.1. All materials submitted to the State in response to this RFP shall become the property of the State of Tennessee. Selection or rejection of a response does not affect this right. By submitting a response, a Respondent acknowledges and accepts that the full response contents and associated documents will become open to public inspection in accordance with the laws of the State of Tennessee.
- 4.8.2. The State will hold all response information, including both technical and cost information, in confidence during the evaluation process. Notwithstanding the foregoing, a list of actual Respondents submitting timely responses may be available to the public, upon request, after technical responses are opened.
- 4.8.3. Upon completion of response evaluations, indicated by public release of a Notice of Intent to Award, the responses and associated materials will be open for review by the public in accordance with *Tennessee Code Annotated*, Section 10-7-504(a)(7).

#### 4.9. **Contract Approval and Contract Payments**

- 4.9.1. After contract award, the Contractor who is awarded the contract must submit appropriate documentation with the Department of Finance and Administration, Division of Accounts.
- 4.9.2. This RFP and its contractor selection processes do not obligate the State and do not create rights, interests, or claims of entitlement in either the Respondent with the apparent best-evaluated response or any other Respondent. State obligations pursuant to a contract award shall commence only after the contract is signed by the State agency head and the Contractor and after the Contract is approved by all other state officials as required by applicable laws and regulations.

- 4.9.3. No payment will be obligated or made until the relevant Contract is approved as required by applicable statutes and rules of the State of Tennessee.
- 4.9.3.1. The State shall not be liable for payment of any type associated with the Contract resulting from this RFP (or any amendment thereof) or responsible for any goods delivered or services rendered by the Contractor, even goods delivered or services rendered in good faith and even if the Contractor is orally directed to proceed with the delivery of goods or the rendering of services, if it occurs before the Contract start date or after the Contract end date.
- 4.9.3.2. All payments relating to this procurement will be made in accordance with the Payment Terms and Conditions of the Contract resulting from this RFP (refer to RFP Attachment 6.6.1 and 6.6.2, *Pro Forma* Contracts, Section C).
- 4.9.3.3. If any provision of the Contract provides direct funding or reimbursement for the competitive purchase of goods or services as a component of contract performance or otherwise provides for the reimbursement of specified, actual costs, the State will employ all reasonable means and will require all such documentation that it deems necessary to ensure that such purchases were competitive and costs were reasonable, necessary, and actual. The Contractor shall provide reasonable assistance and access related to such review. Further, the State shall not remit, as funding or reimbursement pursuant to such provisions, any amounts that it determines do not represent reasonable, necessary, and actual costs.

#### 4.10. **Contractor Performance**

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

#### 4.11. **Contract Amendment**

After contract award, the State may request the Contractor to deliver additional goods or perform additional services within the general scope of the contract and this RFP, but beyond the specified scope of service, and for which the Contractor may be compensated. In such instances, the State will provide the Contractor a written description of the additional goods or services. The Contractor must respond to the State with a time schedule for delivering the additional goods or accomplishing the additional services based on the compensable units included in the Contractor's response to this RFP. If the State and the Contractor reach an agreement regarding the goods or services and associated compensation, such agreement must be effected by means of a contract amendment. Further, any such amendment requiring additional goods or services must be signed by both the State agency head and the Contractor and must be approved by other state officials as required by applicable statutes, rules, policies and procedures of the State of Tennessee. The Contractor must not provide additional goods or render additional services until the State has issued a written contract amendment with all required approvals.

#### 4.12. **Severability**

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, said decision will not affect the validity of the remaining RFP terms and provisions, and the rights and obligations of the State and Respondents will be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

#### 4.13. **Next Ranked Respondent**

The State reserves the right to initiate negotiations with the next ranked Respondent should the State cease doing business with any Respondent selected via this RFP process.

## 5. EVALUATION & CONTRACT AWARD

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### 5.1. Evaluation Categories & Maximum Points

The State will consider qualifications, experience, technical approach, and cost in the evaluation of responses and award points in each of the categories detailed below (up to the maximum evaluation points indicated) to each response deemed by the State to be responsive.

EVALUATION CATEGORY	MAXIMUM POINTS POSSIBLE
<b>General Qualifications &amp; Experience</b> (refer to RFP Attachment 6.2., Section B)	<b>20</b>
<b>Technical Qualifications, Experience &amp; Approach</b> (refer to RFP Attachment 6.2., Section C)	<b>40</b>
<b>Oral Presentations</b> (refer to RFP Attachment 6.2., Section D)	<b>10</b>
<b>Cost Proposal</b> (refer to RFP Attachments 6.3.1 and 6.3.2)	<b>30</b>

### 5.2. Evaluation Process

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

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

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

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

- a. the response adequately meets RFP requirements for further evaluation;
- b. the State will request clarifications or corrections for consideration prior to further evaluation; or,

- c. the State will determine the response to be non-responsive to the RFP and reject it.
- 5.2.1.3. Proposal Evaluation Team members will independently evaluate each Technical Response (that is responsive to the RFP) against the evaluation criteria in this RFP, and will score each in accordance with the RFP Attachment 6.2., Technical Response & Evaluation Guide.
- 5.2.1.4. For each response evaluated, the Solicitation Coordinator will calculate the average of the Proposal Evaluation Team member scores for RFP Attachment 6.2., Technical Response & Evaluation Guide, and record each average as the response score for the respective Technical Response section.
- 5.2.1.5. The Solicitation Coordinator will invite Respondents to make an oral presentation who have attained a minimum score of 40 out of 60 possible points for the General Qualifications & Experience (20 points) and Technical Qualifications, Experience & Approach (40 points) sections. In the event that one or no Respondent attains a minimum score of 40 out of 60 possible points for the General Qualifications & Experience (20 points) and Technical Qualifications, Experience & Approach (40 points) sections, the State has the option in its sole discretion to invite the three highest scoring Respondents to give an oral presentation.
- a. The oral presentations are mandatory. The Solicitation Coordinator will schedule Respondent presentations during the period indicated by the RFP Section 2, Schedule of Events. The Solicitation Coordinator will make every effort to accommodate each Respondent's schedules. When the Respondent presentation schedule has been determined, the Solicitation Coordinator will contact Respondents with the relevant information as indicated by RFP Section 2, Schedule of Events.
  - b. Respondent presentations are only open to the invited Respondent, Proposal Evaluation Team members, the Solicitation Coordinator, and any technical consultants who are selected by the State to provide assistance to the Proposal Evaluation Team.
  - c. Oral presentations provide an opportunity for Respondents to explain and clarify their narrative responses. Respondents must not materially alter their responses and presentations will be limited to addressing the items detailed in RFP Attachment 6.2., Technical Response & Evaluation Guide. Respondent pricing shall not be discussed during oral presentations.
  - d. The State will maintain an accurate record of each Respondent's oral presentation. The record shall be available for review when the State opens the procurement files for public inspection.
  - e. Proposal Evaluation Team members will independently evaluate each oral presentation in accordance with the RFP Attachment 6.2., Technical Response & Evaluation Guide, Section D.
  - f. The Solicitation Coordinator will calculate and document the average of the Proposal Evaluation Team member scores for RFP Attachment 6.2., Technical Response & Evaluation Guide, Section D, and record that number as the score for Respondent's Technical Response section.
- 5.2.1.6. Before Cost Proposals are opened, the Proposal Evaluation Team will review the Technical Response Evaluation record and any other available information pertinent to whether or not each Respondent is responsive and responsible. If the Proposal Evaluation Team identifies any Respondent that does not meet the responsive and responsible thresholds such that the team would not recommend the Respondent for Cost Proposal Evaluation and potential contract award, the team members will fully document the determination.

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

### 5.3. **Contract Award Process**

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

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

- 5.3.4. The Respondent identified as offering the apparent best-evaluated response must sign a contract drawn by the State pursuant to this RFP. The contract shall be substantially the same as the RFP Attachment 6.6.1 and 6.6.2, *Pro Forma* Contracts. The Respondent must sign the contract by the Contractor Signature Deadline detailed in the RFP Section 2, Schedule of Events. If the Respondent fails to provide the signed contract by this deadline, the State may determine that the Respondent is non-responsive to this RFP and reject the response.
- 5.3.5. Notwithstanding the foregoing, the State may, at its sole discretion, entertain limited 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 evaluations or negatively impact the competitive nature of the RFP and contractor selection process.
- 5.3.6. If the State determines that a response is non-responsive and rejects it after opening Cost Proposals, the Solicitation Coordinator will re-calculate scores for each remaining responsive Cost Proposal to determine (or re-determine) the apparent best-evaluated response.

**RFP # 34501-11516 STATEMENT OF CERTIFICATIONS AND ASSURANCES**

The Respondent must sign and complete the Statement of Certifications and Assurances below as required, and it must be included in the Technical Response (as required by RFP Attachment 6.2., Technical Response & Evaluation Guide, Section A, Item A.1.).

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

1. The Respondent will comply with all of the provisions and requirements of the RFP.
2. The Respondent will provide all services as defined in the Scope of Services of the RFP Attachment 6.6.1 and 6.6.2, *Pro Forma* Contracts for the total contract period.
3. The Respondent, except as otherwise provided in this RFP, accepts and agrees to all terms and conditions set out in the RFP Attachment 6.6.1 and 6.6.2, *Pro Forma* Contracts.
4. The Respondent acknowledges and agrees that a contract resulting from the RFP shall incorporate, by reference, all proposal responses as a part of the contract.
5. The Respondent will comply with:
  - (a) the laws of the State of Tennessee;
  - (b) Title VI of the federal Civil Rights Act of 1964;
  - (c) Title IX of the federal Education Amendments Act of 1972;
  - (d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government; and,
  - (e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government.
6. To the knowledge of the undersigned, the information detailed within the response submitted to this RFP is accurate.
7. The response submitted to this RFP was independently prepared, without collusion, under penalty of perjury.
8. No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Respondent in connection with this RFP or any resulting contract.
9. Both the Technical Response and the Cost Proposal submitted in response to this RFP shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract pursuant to the RFP.

**By signing this Statement of Certifications and Assurances, below, the signatory also certifies legal authority to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If the signatory is not the Respondent (if an individual) or the Respondent’s company *President* or *Chief Executive Officer*, this document must attach evidence showing the individual’s authority to bind the Respondent.**

**DO NOT SIGN THIS DOCUMENT IF YOU ARE NOT LEGALLY AUTHORIZED TO BIND THE RESPONDENT**

**SIGNATURE:**

\_\_\_\_\_

**PRINTED NAME & TITLE:**

\_\_\_\_\_

**DATE:**

\_\_\_\_\_

**RESPONDENT LEGAL ENTITY  
NAME:**

\_\_\_\_\_

**RESPONDENT FEDERAL EMPLOYER IDENTIFICATION NUMBER (or  
SSN):**

\_\_\_\_\_

**TECHNICAL RESPONSE & EVALUATION GUIDE**

**SECTION A: MANDATORY REQUIREMENTS.** The Respondent must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below.

The Solicitation Coordinator will review the response to determine if the Mandatory Requirement Items are addressed as required and mark each with pass or fail. For each item that is not addressed as required, the Proposal Evaluation Team must review the response and attach a written determination. In addition to the Mandatory Requirement Items, the Solicitation Coordinator will review each response for compliance with all RFP requirements.

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		The Response must be delivered to the State no later than the Response Deadline specified in the RFP Section 2, Schedule of Events.	
		The Technical Response and the Cost Proposal documentation must be packaged separately as required (refer to RFP Section 3.2., <i>et. seq.</i> ).	
		The Technical Response must NOT contain cost or pricing information of any type.	
		The Technical Response must NOT contain any restrictions of the rights of the State or other qualification of the response.	
		A Respondent must NOT submit alternate responses (refer to RFP Section 3.3.).	
		A Respondent must NOT submit multiple responses in different forms (as a prime and a sub-contractor) (refer to RFP Section 3.3.).	
	A.1.	Provide the Statement of Certifications and Assurances (RFP Attachment 6.1.) completed and signed by an individual empowered to bind the Respondent to the provisions of this RFP and any resulting contract. The document must be signed without exception or qualification.	
	A.2.	Provide a statement, based upon reasonable inquiry, of whether the Respondent or any individual who shall cause to deliver goods or perform services under the contract has a possible conflict of interest ( <i>e.g.</i> , employment by the State of Tennessee) and, if so, the nature of that conflict.  NOTE: Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to cancel any award.	
	A.3.	Provide a current 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 <b>EITHER</b> : (a) an official document or letter from an accredited credit bureau, verified	

## RFP ATTACHMENT 6.2. — SECTION A (continued)

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		<p>and dated within the last three (3) months and indicating a 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.); <b>OR</b></p> <p>(b) a Dun &amp; Bradstreet short-form report, verified and dated within the last three (3) months and indicating a positive credit rating for the Respondent.</p>	
	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 <u>must</u> 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>	
	A.7.	<p>Provide a valid, Certificate of Insurance that is verified and dated within the last six (6) months and which details <u>all</u> of the following:</p> <p>(a) Insurance Company</p> <p>(b) Respondent's Name and Address as the Insured</p> <p>(c) Policy Number</p> <p>(d) The following minimum insurance coverage:</p> <p>(i) Workers' Compensation/ Employers' Liability (including all states coverage) with a limit not less than the relevant statutory amount or One Million Dollars (\$1,000,000) per occurrence for employers' liability;</p> <p>(ii) Comprehensive Commercial General Liability (including personal injury &amp; property damage, premises/operations, independent contractor, contractual liability and completed operations/products) with a bodily injury/property damage combined single limit not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate;</p> <p>(iii) Automobile Coverage (including owned, leased, hired, and non-owned vehicles) with a bodily injury/property damage combined single limit not less than One Million Dollars (\$1,000,000) per occurrence; and</p> <p>(e) The following information applicable to each type of insurance coverage:</p> <p>(i) Coverage Description,</p> <p>(ii) Exceptions and Exclusions,</p> <p>(iii) Policy Effective Date,</p> <p>(iv) Policy Expiration Date, and</p> <p>(v) Limit(s) of Liability.</p>	
	A.8.	<p>Provide the Respondent's most recent independent audited financial statements. Said independent audited financial statements <u>must</u>:</p>	

RFP ATTACHMENT 6.2. — SECTION A (continued)

<b>RESPONDENT LEGAL ENTITY NAME:</b>			
<b>Response Page # (Respondent completes)</b>	<b>Item Ref.</b>	<b>Section A— Mandatory Requirement Items</b>	<b>Pass/Fail</b>
		<p>(1) reflect an audit period for a fiscal year ended within the last 36 months;</p> <p>(2) be prepared with all monetary amounts detailed in United States currency;</p> <p>(3) be prepared under United States generally accepted auditing standards;</p> <p>(4) include: the auditor's opinion letter; financial statements; and the notes to the financial statements; and</p> <p>(5) be deemed, in the sole discretion of the C.P.A. employed by the State and charged with the financial document review, to reflect sufficient financial stability to undertake the subject agreement with the State.</p> <p><b>OR</b>, in lieu of the aforementioned independent audited financial statements, provide a financial institution's letter of commitment for a general Line of Credit in the amount of one million dollars (\$1,000,000.00), U.S. currency, available to the Respondent. Said letter <u>must</u> specify the Respondent's name, be signed and dated within the past three (3) months by an authorized agent of the financial institution, and indicate that the Line of Credit shall be available for at least 18 months.</p> <p><b>NOTES:</b></p> <ul style="list-style-type: none"> <li>▪ Reviewed or Compiled Financial Statements will not be deemed responsive to this requirement and will <u>not</u> be accepted.</li> </ul> <p>All persons, agencies, firms, or other entities that provide opinions regarding the Respondent's financial status <u>must</u> 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>	
<p><i>State Use – Solicitation Coordinator Signature, Printed Name &amp; Date:</i></p>			

**TECHNICAL RESPONSE & EVALUATION GUIDE**

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

<b>RESPONDENT LEGAL ENTITY NAME:</b>		
<b>Response Page #</b> (Respondent completes)	<b>Item Ref.</b>	<b>Section B— General Qualifications &amp; Experience Items</b>
	<b>B.1.</b>	Detail the name, e-mail address, mailing address, telephone number, and facsimile number of the person the State should contact regarding the response.
	<b>B.2.</b>	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>B.3.</b>	Detail the number of years the Respondent has been in business.
	<b>B.4.</b>	Briefly describe how long the Respondent has been providing the goods or services required by this RFP.
	<b>B.5.</b>	Describe the Respondent's number of employees, client base, and location of offices.
	<b>B.6.</b>	Provide a statement of whether there have been any mergers, acquisitions, or change of control of the Respondent within the last ten (10) years. If so, include an explanation providing relevant details.
	<b>B.7.</b>	Provide a statement of whether the Respondent or, to the Respondent's knowledge, any of the Respondent's employees, agents, independent contractors, or subcontractors, involved in the delivery of goods or performance of services on a contract pursuant to this RFP, have been convicted of, pled guilty to, or pled <i>nolo contendere</i> to any felony. If so, include an explanation providing relevant details.
	<b>B.8.</b>	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>B.9.</b>	Provide a statement of whether there is any material, pending litigation against the Respondent that the Respondent should reasonably believe could adversely affect its ability to meet contract requirements pursuant to this RFP or is likely to have a material adverse effect on the Respondent's financial condition. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it would impair the Respondent's performance in a contract pursuant to this RFP.  NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of license for each person or entity that renders such opinions.
	<b>B.10.</b>	Provide a statement of whether there are any pending or in progress Securities Exchange Commission investigations involving the Respondent. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it will impair the Respondent's performance in a contract pursuant to this RFP.  NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the

## RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of license for each person or entity that renders such opinions.
	B.11.	Provide a brief description detailing evidence of the Respondent's ability to deliver the goods or services sought under this RFP (e.g., prior experience, training, certifications, resources, organization, sub-contractors, program and quality management systems, etc.).
	B.12.	Provide a narrative description of the proposed project team, its members, and organizational structure along with an organizational chart identifying the key people who will be assigned to deliver the goods or services required by this RFP.
	B.13.	Provide a personnel roster listing the names of key people who the Respondent will assign to meet the Respondent's requirements under this RFP along with the estimated number of hours that each individual will devote to that performance. Follow the personnel roster with a resume for each of the people listed. The resumes must detail the individual's title, education, current position with the Respondent, and employment history.
	B.14.	Provide a statement of whether the Respondent intends to use subcontractors to meet the Respondent's requirements of any contract awarded pursuant to this RFP, and if so, detail: <ul style="list-style-type: none"> <li>(a) the names of the subcontractors along with the contact person, mailing address, telephone number, and e-mail address for each;</li> <li>(b) a description of the scope and portions of the goods each subcontractor involved in the delivery of goods or performance of the services each subcontractor will perform;</li> <li>(c) a statement specifying that each proposed subcontractor has expressly assented to being proposed as a subcontractor in the Respondent's response to this RFP; <u>and</u></li> <li>(d) prior projects completed by each proposed subcontractor that are similar to the work that the Respondent proposes the subcontractor conduct for any contract awarded pursuant to this RFP</li> </ul>
	B.15.	Provide documentation of the Respondent's commitment to diversity as represented by the following: <ul style="list-style-type: none"> <li>(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.</li> <li>(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: <ul style="list-style-type: none"> <li>(i) contract description;</li> <li>(ii) contractor name and ownership characteristics (i.e., ethnicity, gender, Tennessee service-disabled);</li> <li>(iii) contractor contact name and telephone number.</li> </ul> </li> <li>(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 RFP. Please include the following information: <ul style="list-style-type: none"> <li>(i) a percentage (%) indicating the participation estimate. (Express the estimated participation number as a percentage of the total estimated contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics only and <b>DO NOT INCLUDE DOLLAR AMOUNTS</b>);</li> </ul> </li> </ul>

## RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<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 <a href="https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&amp;XID=9810">https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&amp;XID=9810</a> 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>B.16.</b>	<p>Provide a statement of whether or not the Respondent has any current contracts with the State of Tennessee or has completed any contracts with the State of Tennessee within the previous five (5) year period. If so, provide the following information for all of the current and completed contracts:</p> <p>(a) the name, title, telephone number and e-mail address of the State contact knowledgeable about the contract;</p> <p>(b) the procuring State agency name;</p> <p>(c) a brief description of the contract's scope of services;</p> <p>(d) the contract period; and</p> <p>(e) the contract number.</p> <p>NOTES:</p> <ul style="list-style-type: none"> <li>▪ 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.</li> <li>▪ Each evaluator will generally consider the results of inquiries by the State regarding all contracts noted.</li> </ul>
	<b>B.17.</b>	<p>Provide customer references from individuals who are <u>not</u> current or former State of Tennessee employees for projects similar to the goods or services sought under this RFP and which represent:</p> <ul style="list-style-type: none"> <li>▪ two (2) accounts Respondent currently services that are similar in size to the State; <u>and</u></li> <li>▪ three (3) completed projects.</li> </ul> <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 RFP Attachment 6.4. References that are not completed as required may be deemed non-responsive 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> <p>(a) Add the Respondent's name to the standard reference questionnaire at RFP Attachment 6.4. and make a copy for each reference.</p> <p>(b) Send a reference questionnaire and new, standard #10 envelope to each reference.</p> <p>(c) Instruct the reference to:</p> <p>(i) complete the reference questionnaire;</p>

## RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<p>(ii) sign and date the completed reference questionnaire;</p> <p>(iii) seal the completed, signed, and dated reference questionnaire within the envelope provided;</p> <p>(iv) sign his or her name in ink across the sealed portion of the envelope; and</p> <p>(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> <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"> <li>▪ 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.</li> <li>▪ The State will not review more than the number of required references indicated above.</li> <li>▪ 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.</li> <li>▪ The State is under <u>no</u> obligation to clarify any reference information.</li> </ul>
	<b>B.18.</b>	<p>Provide a statement and any relevant details addressing whether the Respondent is any of the following:</p> <p>(a) is presently debarred, suspended, proposed for debarment, or voluntarily excluded from covered transactions by any federal or state department or agency;</p> <p>(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;</p> <p>(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</p> <p>(d) has within a three (3) year period preceding the contract had one or more public transactions (federal, state, or local) terminated for cause or default.</p>
	<b>B.19</b>	<p>Provide additional details about the Respondent's ability to deliver the goods or services sought under this RFP, specifically as it pertains to feasibility studies or similar projects, the development of IAPDs, providing support to the State for the federal approval process of IAPDs, business process re-engineering, detailed-requirements gathering, business process gap analysis, project management, alternative analyses, cost-benefit studies, and requirements definition projects. Also, describe the Respondent's relevant experience in the following TDHS Program Areas: Temporary Assistance for Needy Families (TANF), Supplemental Nutrition Assistance Program (SNAP), Child Care Services, and Child Support Enforcement. If this information is included in the response to B.11 indicate this in the response to this question.</p> <p>Additionally, include the list of the public sector clients to which the Respondent currently, or in the past five years, has provided similar services. In connection with this list, please provide information on:</p> <ul style="list-style-type: none"> <li>• Services or activities the Respondent has performed for other clients that may be instructive or that may possibly be replicated in Tennessee in assisting the State to meet</li> </ul>

**RFP ATTACHMENT 6.2. — SECTION B (continued)**

<b>RESPONDENT LEGAL ENTITY NAME:</b>		
<b>Response Page #</b> (Respondent completes)	<b>Item Ref.</b>	<b>Section B— General Qualifications &amp; Experience Items</b>
		<p>its ESM objectives</p> <ul style="list-style-type: none"> <li>• Examples of how the Respondent has worked with other clients in similar projects in a collaborative manner to address changing system needs and priorities</li> <li>• Any corrective actions or complaints against the Respondent related to these projects</li> <li>• The timeline in which it took to provide the expected deliverable for similar services/projects</li> </ul>
		<p><b>SCORE (for <u>all</u> Section B—Qualifications &amp; Experience Items above):</b> (maximum possible score = 20)</p>
<p><i>State Use – Evaluator Identification:</i></p>		

## RFP ATTACHMENT 6.2. — SECTION C

## TECHNICAL RESPONSE &amp; EVALUATION GUIDE

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

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

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

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

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	C.1.	<b>Attachment 6.6.1:</b> Provide a narrative that illustrates the Respondent's understanding of the State's requirements and project schedule.		5	
	C.2.	<b>Attachment 6.6.1:</b> Provide a narrative that illustrates how the Respondent will complete the scope of services, accomplish required objectives, and meet the State's project schedule.		5	
	C.3.	<b>Attachment 6.6.1:</b> Provide a narrative that illustrates how the Respondent will manage the project, ensure completion of the scope of services, and accomplish required objectives within the State's project schedule.		10	
	C.4.	<b>Attachment 6.6.1: Section A.2. (General Project Requirements)</b> – Provide a narrative that illustrates the Respondent's understanding of the requirements documented in Attachment 6.6.1 - <i>Pro Forma</i> Contract Section A.2. Specifically, provide examples of experience with the principles of the Project Management Body of Knowledge (PMBOK®) and the Business Analysis Body of Knowledge (BABOK®) and explain how you shall use the Tennessee Business Solutions Methodology (TBSM) model including the templates or a comparable methodology and accompanying templates similar to TBSM as approved by the State.		5	
	C.5.	<b>Attachment 6.6.1: Section A.3. (Project Kickoff)</b> – Provide a narrative that illustrates the Respondent's understanding of the requirements documented in Attachment 6.6.1 - <i>Pro Forma</i> Contract Section A.3. and its subsections.		5	
	C.6.	<b>Attachment 6.6.1: Section A.4-5. (Master Project Plan)</b> – Provide a narrative that illustrates the Respondent's understanding of the requirements documented in Attachment 6.6.1 - <i>Pro Forma</i> Contract Sections A.4 and A.5., and their subsections. The Respondent shall provide a Project Schedule in the proposal that illustrates the Respondent's intent to complete all project activities and deliverables and obtain the State's approval of each within the contract term documented in Attachment 6.6.1 - <i>Pro Forma</i> Contract Section B. Also, the Respondent shall list all assumptions and constraints that support the project schedule and shall document project risks and proposed steps to mitigate those risks as required to complete the project by the end of the		10	

## RFP ATTACHMENT 6.2. — SECTION C (continued)

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
		contract term in Attachment 6.6.1 - <i>Pro Forma</i> Contract Section B. The Respondent shall specify all proposed tools required to support their plan and approach. The Respondent shall describe their approach to establishing and maintaining effective communications across various State agencies and contractors. In their response, the Respondent shall provide at least one “lesson-learned” from past experience where improved communication procedures could have improved the efficiency and/or overall success of the project(s).			
	C.7.	<b>Attachment 6.6.1: Section A.6. (Project Repository)</b> – Provide a narrative that illustrates the Respondent’s understanding of the requirements documented in Attachment 6.6.1 - <i>Pro Forma</i> Contract Section A.6. Please provide an overview of the mechanisms and procedures used to ensure data and personal information are safeguarded in accordance with State and Federal statutes.		5	
	C.8.	<b>Attachment 6.6.1: Section A.7. (Project Status Reporting)</b> – Provide a narrative that illustrates the Respondent’s understanding of the requirements documented in Attachment 6.6.1 - <i>Pro Forma</i> Contract Section A.7. Please include the following at a minimum: <ul style="list-style-type: none"> <li>Describe the process behind identifying and reporting status updates.</li> <li>Describe the type of information you would include in a status update and how it would be reported.</li> <li>Include a sample status report used for client meetings.</li> </ul>		5	
	C.9.	<b>Attachment 6.6.1: Sections A.8. (Business Analysis Approach and Requirements Definition)</b> – Provide a narrative for each subsection of Attachment 6.6.1 - <i>Pro Forma</i> Contract Section A.8 that illustrates the Respondent’s understanding of the requirements documented. Describe past experience and capabilities for leading these activities. Be sure to include, at a minimum: <ul style="list-style-type: none"> <li>Processes and tools you will use facilitate business gap analysis and requirements definition sessions with a disparate set of stakeholders, including those outside of the TDHS Central Office in Nashville and other main Nashville offices</li> <li>Best practices and lessons learned from prior, similar projects and how they impact your proposed approach</li> <li>Include sample snapshots of business gap analyses, requirements gathering facilitation documents, and requirements traceability matrices used for similar projects.</li> </ul>		40	
	C.10.	<b>Attachment 6.6.1: Section A.9. (Requirements Definition Document (RDD))</b> – Provide a narrative that illustrates the Respondent’s understanding of the requirements documented in Attachment 6.6.1 - <i>Pro Forma</i> Contract Section A.9.		20	

## RFP ATTACHMENT 6.2. — SECTION C (continued)

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
		Describe your proposed mechanisms and procedures used to ensure successful version control. Additionally, please include an example RDD from a prior project that is similar to the RDD specifications described in Section A.9.			
	C.11.	<b>Attachment 6.6.1: Section A.10. (Project Glossary of Terms and Acronyms )</b> – Provide a narrative that illustrates the Respondent’s understanding of the requirements documented in Attachment 6.6.1 - <i>Pro Forma</i> Contract Section A.10.		1	
	C.12.	<b>Attachment 6.6.1: Section A.11. (General System Design)</b> – Provide a narrative that illustrates the Respondent’s understanding of the requirements documented in Attachment 6.6.1 - <i>Pro Forma</i> Contract Section A.11 and its subsections. Describe your past experience and capabilities for leading these activities. Please outline, in detail, your plan for using a combination of narrative and diagrams to describe the generic architecture of the proposed system. Provide examples of General System Designs developed for other clients that are similar in nature to this project.		20	
	C.13.	<b>Attachment 6.6.1: Section A.12. (Feasibility Assessment Report, Alternative Analysis, and Cost-Benefit Analysis)</b> – Provide a narrative that illustrates the Respondent’s understanding of the requirements documented in Section A.12. and its subsections of the <i>Pro Forma</i> Contract, Attachment 6.6.1. Describe previous experience and capabilities for leading these activities. Specifically, please describe: <ul style="list-style-type: none"> <li>• The methodology you will use to perform the Feasibility Study.</li> <li>• The methodology you will use to perform Alternative Analysis. Include: <ol style="list-style-type: none"> <li>a. The tools you will use to demonstrate the viable alternative options. Include in your proposal samples of reports, tools, and Comparison Matrices used to compare, evaluate, and present findings on the benefits and risks of other similar systems.</li> <li>b. The methodology you will use to identify and quantify the strengths, weaknesses, and risks for each alternative solution.</li> <li>c. Additional measures and standards not already identified that will help inform the State which identified solutions are best for its needs.</li> </ol> </li> <li>• The methodology you will use to perform a Cost-Benefit Analysis.</li> <li>• A sample of each report from a prior project.</li> </ul>		25	
	C.14.	<b>Attachment 6.6.1: Section A.13. (IAPD Development)</b> – Provide a narrative that illustrates the Respondent’s understanding of the requirements detailed in Section A.13. and its subsections of the <i>Pro Forma</i> Contract, Attachment 6.6.1. Describe previous experience and capabilities for leading these activities.		20	

## RFP ATTACHMENT 6.2. — SECTION C (continued)

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	C.15.	<b>Attachment 6.6.1: Section A.14. (State Organization and Responsibilities)</b> – Provide a narrative that illustrates the Respondent’s understanding of the requirements documented detailed in Section A.14. and its subsections of the <i>Pro Forma</i> Contract, Attachment 6.6.1. Describe previous experience and capabilities for leading these activities.		4	
	C.16.	<b>Attachment 6.6.1: Section A.15. (Contractor Project Team and Organization)</b> – Provide a narrative that illustrates the Respondent’s understanding of the requirements documented in Attachment 6.6.1 - <i>Pro Forma</i> Contract Section A.15. Describe past experience and capabilities for leading these activities. Specifically, please: <ul style="list-style-type: none"> <li>• Include an overview of your proposed staffing plans.</li> <li>• Include a list of Subject Matter Experts required to successfully complete the services described.</li> <li>• Include in your proposal an organizational chart showing the names and titles of personnel proposed for the team.</li> <li>• Describe the delegation procedures that will coordinate how issues, risks, and project developments will be communicated to the State Project Manager and relevant State personnel.</li> <li>• Describe in detail the roles and responsibilities of each member of the project management team, placing emphasis on how the skills and expertise of each member qualify them to perform their designated roles and responsibilities.</li> <li>• Clearly explain the relevant experience of each member on the proposed team.</li> </ul> Detail any prior projects the proposed team has worked on together		20	
	C.17.	<b>Attachment 6.6.2:</b> a. Provide a narrative that illustrates the Respondent’s understanding of the requirements set forth in Section A of Attachment 6.6.2 <i>Pro Forma</i> Contract for Quality Assurance services. Describe your past experience and capabilities for leading these activities. Specifically, please provide a narrative that illustrates: <ul style="list-style-type: none"> <li>• The Respondent’s understanding of the State’s requirements and project schedule.</li> <li>• How the Respondent will complete the scope of services, accomplish required objectives, and meet the State’s project schedule.</li> <li>• How the Respondent will manage the project, ensure completion of the scope of services, and accomplish required objectives within the State’s project schedule and contract term.</li> </ul> b. Describe your past experience and capabilities for leading and organizing a similar project team. Specifically, please: <ul style="list-style-type: none"> <li>• Include an overview of your proposed staffing plans.</li> </ul>		70	

**RFP ATTACHMENT 6.2. — SECTION C (continued)**

<b>RESPONDENT LEGAL ENTITY NAME:</b>											
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score						
		<ul style="list-style-type: none"> <li>Include in your proposal an organizational chart showing the names and titles of personnel proposed for the team.</li> <li>Describe the delegation procedures that will coordinate how issues, risks, and project developments will be communicated to the State Project Manager and relevant State personnel.</li> <li>Describe in detail the roles and responsibilities of each member of the project management team, placing emphasis on how the skills and expertise of each member qualify them to perform their designated roles and responsibilities.</li> <li>Clearly explain the relevant experience of each member on the proposed team.</li> <li>Detail any prior projects the proposed team has worked on together.</li> </ul>									
<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>					<b>Total Raw Weighted Score:</b> <i>(sum of Raw Weighted Scores above)</i>						
<table style="width: 100%; border: none;"> <tr> <td style="border: none;"><b>Total Raw Weighted Score</b></td> <td style="border: none; text-align: center;"><b>X 40</b></td> <td style="border: none;">= SCORE:</td> </tr> <tr> <td style="border: none; text-align: center;"> <hr style="width: 50%; margin: 0 auto;"/> <b>Maximum Possible Raw Weighted Score</b>  <b>1350</b> </td> <td style="border: none; text-align: center;"> <i>(maximum possible score)</i> </td> <td style="border: none;"></td> </tr> </table>					<b>Total Raw Weighted Score</b>	<b>X 40</b>	= SCORE:	<hr style="width: 50%; margin: 0 auto;"/> <b>Maximum Possible Raw Weighted Score</b> <b>1350</b>	<i>(maximum possible score)</i>		
<b>Total Raw Weighted Score</b>	<b>X 40</b>	= SCORE:									
<hr style="width: 50%; margin: 0 auto;"/> <b>Maximum Possible Raw Weighted Score</b> <b>1350</b>	<i>(maximum possible score)</i>										
<i>State Use – Evaluator Identification:</i>											
<i>State Use – Solicitation Coordinator Signature, Printed Name &amp; Date:</i>											

**RFP ATTACHMENT 6.2. — SECTION D**

**TECHNICAL RESPONSE & EVALUATION GUIDE**

**SECTION D: ORAL PRESENTATION.** The Respondent must address ALL Oral Presentation (below).

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

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

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

<b>RESPONDENT LEGAL ENTITY NAME:</b>				
<b>Item Ref.</b>	<b>Oral Presentation Items</b>	<b>Item Score</b>	<b>Evaluation Factor</b>	<b>Raw Weighted Score</b>
<b>D.1.</b>	Present an overview to represent the Respondent's understanding of the State's requirements and project schedule.		<b>1</b>	
<b>D.2.</b>	Present an overview of the Respondent's approach to ensure project deliverables are completed successfully and on time.		<b>1</b>	
<b>D.3.</b>	Describe the Respondent and the proposed team's experience and qualifications to successfully execute the scope of this project. Include a focus on the Project Director, Program Area Leads, Quality Assurance Manager, and the any other Key Personnel.		<b>1</b>	
<b>D.4.</b>	Present two projects from the last three years that are similar in scope and discuss the Respondent's role, best practices, lessons learned, and any risk mitigation strategies.		<b>1</b>	
<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>			<b>Total Raw Weighted Score:</b> <i>(sum of Raw Weighted Scores above)</i>	
$\frac{\text{Total Raw Weighted Score}}{\text{Maximum Possible Raw Weighted Score}}$		$\times 10$ <i>(maximum possible score)</i>		<b>= SCORE:</b>
<i>State Use – Evaluator Identification:</i>				
<i>State Use – Solicitation Coordinator Signature, Printed Name &amp; Date:</i>				

**COST PROPOSAL & SCORING GUIDE**

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

**COST PROPOSAL SCHEDULE**— The Cost Proposal, detailed below, shall indicate the proposed price for goods or services defined in the Scope of Services of the RFP Attachment 6.6.1, *Pro Forma* Contract and for the entire contract period. The Cost Proposal shall remain valid for at least one hundred twenty (120) days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract resulting from this RFP. All monetary amounts shall be in U.S. currency and limited to two (2) places to the right of the decimal point.

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

Notwithstanding the cost items herein, pursuant to the second paragraph of the *Pro Forma* Contract section C.1. (refer to RFP Attachment 6.6.1), "The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract."

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

The Contractor shall provide a detailed Excel model showing the breakdown of the total cost/maximum liability. Detailed breakdown should show all Contractor costs including personnel, equipment, etc. Personnel costs should show clear delineation of position, hourly rates and expected number of hours.

To calculate the various components of their Proposed Cost, a Respondent must take their total Project cost/Maximum Liability and multiply it by the percent included in the Cost Item Description. Proposed Costs shall reflect the information contained in the Cost Item Description column.

<b>RESPONDENT SIGNATURE:</b>			
<b>PRINTED NAME &amp; TITLE:</b>			
<b>DATE:</b>			
<b>Project Cost/Maximum Liability (\$):</b>			
<b>RESPONDENT LEGAL ENTITY NAME:</b>			
<b>Cost Item Description</b>	<b>Proposed Cost</b>	<b>State Use Only</b>	
		<b>Evaluation Factor</b>	<b>Evaluation Cost</b> (cost x factor)
Master Project Plan (Section A.4 of Attachment 6.6.1 - <i>Pro Forma</i> Contract)  (represents 4% of Project Cost/Maximum Liability)	\$_____ upon completion and acceptance by the State	1	

**RFP ATTACHMENT 6.3.1**

<b>RESPONDENT LEGAL ENTITY NAME:</b>			
<b>Cost Item Description</b>	<b>Proposed Cost</b>	<b>State Use Only</b>	
		<b>Evaluation Factor</b>	<b>Evaluation Cost (cost x factor)</b>
Requirement Definition Session(s) Completed and All Requirements and Any Other Artifacts Described in Section A.8. of Attachment 6.6.1 - <i>Pro Forma</i> Contract Are Placed in Requirements Repository (Section A.8.)  (represents 16% of overall Project Cost/Maximum Liability)	\$_____ upon completion and acceptance by the State	1	
Requirement Definition Document (Section A.9 of Attachment 6.6.1 - <i>Pro Forma</i> Contract)  (represents 20% of overall Project Cost/Maximum Liability)	\$_____ upon completion and acceptance by the State	1	
Feasibility Study with Alternative Analysis (Sections A.12. A and B of Attachment 6.6.1 - <i>Pro Forma</i> Contract)  (represents 12% of overall Project Cost/Maximum Liability)	\$_____ upon completion and acceptance by the State	1	
Preliminary Cost-Benefit Analysis (Section A.12.C of Attachment 6.6.1 - <i>Pro Forma</i> Contract)  (represents 12% of overall Project Cost/Maximum Liability)	\$_____ upon completion and acceptance by the State	1	
IAPD Approval by State Authorities (Section A.13 of Attachment 6.6.1 - <i>Pro Forma</i> Contract)  (represents 16% of overall Project Cost/Maximum Liability)	\$_____ upon completion and acceptance by the State	1	
IAPD Approval by Federal Authorities (Section A.13 of Attachment 6.6.1 - <i>Pro Forma</i> Contract)  (represents 20% of overall Project Cost/Maximum Liability)	\$_____ upon Federal approval of IAPD	1	
<b>EVALUATION COST AMOUNT</b> (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.			
$\frac{\text{lowest evaluation cost amount from all proposals}}{\text{evaluation cost amount being evaluated}}$		$\times 24$ (maximum section score)	<b>= SCORE:</b>

**RFP ATTACHMENT 6.3.1**

<b>RESPONDENT LEGAL ENTITY NAME:</b>			
<b>Cost Item Description</b>	<b>Proposed Cost</b>	<b>State Use Only</b>	
		<b>Evaluation Factor</b>	<b>Evaluation Cost</b> (cost x factor)
<i>State Use – Solicitation Coordinator Signature, Printed Name &amp; Date:</i>			

**COST PROPOSAL & SCORING GUIDE**

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

**COST PROPOSAL SCHEDULE**— The Cost Proposal, detailed below, shall indicate the proposed price for goods or services defined in the Scope of Services of the RFP Attachment 6.6.2, *Pro Forma* Contract and for the entire contract period. The Cost Proposal shall remain valid for at least one hundred twenty (120) days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract resulting from this RFP. All monetary amounts shall be in U.S. currency and limited to two (2) places to the right of the decimal point.

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

Notwithstanding the cost items herein, pursuant to the second paragraph of the *Pro Forma* Contract section C.1. (refer to RFP Attachment 6.6.2), "The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract."

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

<b>RESPONDENT SIGNATURE:</b>			
<b>PRINTED NAME &amp; TITLE:</b>			
<b>DATE:</b>			
<b>RESPONDENT LEGAL ENTITY NAME:</b>			
Cost Item Description	Proposed Cost	State Use Only	
		Evaluation Factor	Evaluation Cost (cost x factor)
Quality Assurance – Manager Year 1 Services	\$_____ per hour	1,040	
Quality Assurance – Analyst Year 1 Services	\$_____ per hour	3,120	
Quality Assurance – Manager Year 2 Services	\$_____ per hour	1,040	
Quality Assurance – Analyst Year 2 Services	\$_____ per hour	3,120	
Quality Assurance – Manager Year 3 Services	\$_____ per hour	1,040	
Quality Assurance – Analyst Year 3 Services	\$_____ per hour	3,120	

**RFP ATTACHMENT 6.3.2**

<b>RESPONDENT LEGAL ENTITY NAME:</b>			
Cost Item Description	Proposed Cost	State Use Only	
		Evaluation Factor	Evaluation Cost (cost x factor)
Quality Assurance – Manager Year 4 Services	\$_____ per hour	1,040	
Quality Assurance – Analyst Year 4 Services	\$_____ per hour	3,120	
Quality Assurance – Manager Year 5 Services	\$_____ per hour	1,040	
Quality Assurance – Analyst Year 5 Services	\$_____ per hour	3,120	
<p align="center"><b>EVALUATION COST AMOUNT</b> (sum of evaluation costs above):</p> <p>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.</p>			
<p><b>lowest evaluation cost amount from <u>all</u> proposals</b></p> <p>_____</p> <p><b>evaluation cost amount being evaluated</b></p>			<p align="center"><b>x 6</b></p> <p align="center"><b>(maximum section score)</b></p> <p align="center"><b>= SCORE:</b></p>
<p><i>State Use – Solicitation Coordinator Signature, Printed Name &amp; Date:</i></p>			

**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 solely responsible for obtaining completed reference questionnaires as required (refer to RFP Attachment 6.2., Technical Response & Evaluation Guide, Section B, Item B.17.), and for enclosing the sealed reference envelopes within the Respondent's Technical Response.

**RFP # 34501-11516 REFERENCE QUESTIONNAIRE**

**REFERENCE SUBJECT:** RESPONDENT NAME (completed by Respondent before reference is requested)

The “reference subject” specified above, intends to submit a response to the State of Tennessee in response to the Request for Proposals (RFP) indicated. As a part of such response, the reference subject must include a number of completed 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 reference subject.

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

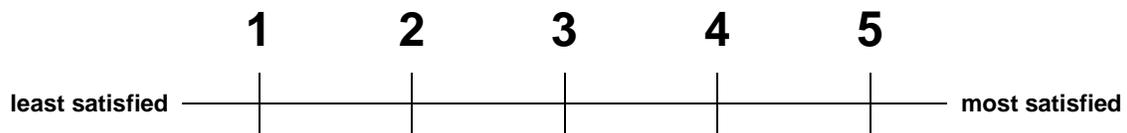
**(2) Please provide the following information about the individual completing this reference questionnaire on behalf of the above-named individual, company, organization, or entity.**

<b>NAME:</b>	
<b>TITLE:</b>	
<b>TELEPHONE #</b>	
<b>E-MAIL ADDRESS:</b>	

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

**(4) What is the level of your overall satisfaction with the reference subject as a vendor of the goods or services described above?**

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

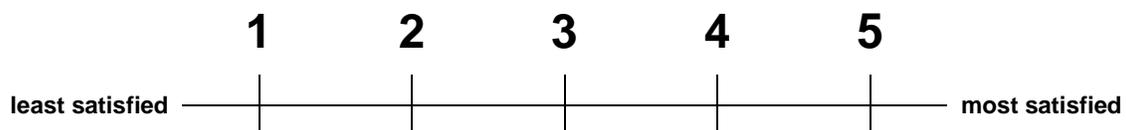


## RFP # 34501-11516 REFERENCE QUESTIONNAIRE — PAGE 2

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

- (5) If the goods or services that the reference subject provided to your company or organization are completed, were the goods or services provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.
- (6) If the reference subject is still providing goods or services to your company or organization, are these goods or services being provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.
- (7) How satisfied are you with the reference subject's ability to perform based on your expectations and according to the contractual arrangements?
- (8) In what areas of goods or service delivery does/did the reference subject excel?
- (9) In what areas of goods or service delivery does/did the reference subject fall short?
- (10) What is the level of your satisfaction with the reference subject's project management structures, processes, and personnel?

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



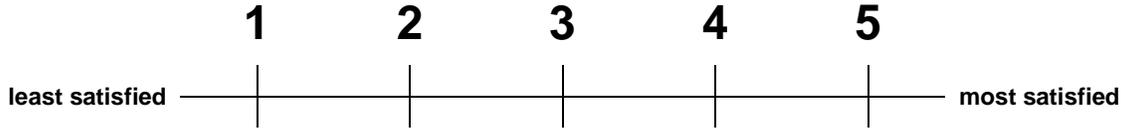
What, if any, comments do you have regarding the score selected above?

RFP # 34501-11516 REFERENCE QUESTIONNAIRE — PAGE 3

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(11) Considering the staff assigned by the reference subject 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?

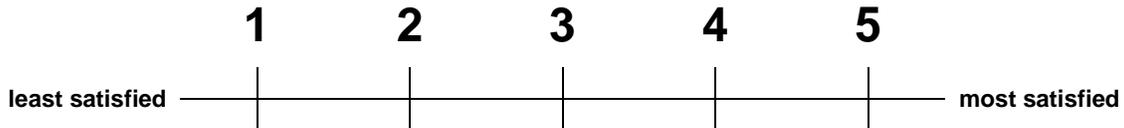
*Please respond by circling the appropriate number on the scale below.*



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

(12) Would you contract again with the reference subject for the same or similar goods or services?

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



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:**

\_\_\_\_\_

**SCORE SUMMARY MATRIX**

	<i>RESPONDENT NAME</i>		<i>RESPONDENT NAME</i>		<i>RESPONDENT NAME</i>	
<b>GENERAL QUALIFICATIONS &amp; EXPERIENCE</b> (maximum: 20)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
	<b>AVERAGE:</b>		<b>AVERAGE:</b>		<b>AVERAGE:</b>	
<b>TECHNICAL QUALIFICATIONS, EXPERIENCE &amp; APPROACH</b> (maximum: 40)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
	<b>AVERAGE:</b>		<b>AVERAGE:</b>		<b>AVERAGE:</b>	
<b>ORAL PRESENTATION AND DEMONSTRATIONS</b> (maximum: 10)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
	<b>AVERAGE:</b>		<b>AVERAGE:</b>		<b>AVERAGE:</b>	
<b>COST PROPOSAL – Attachment 6.6.1</b> (maximum: 24)	<b>SCORE:</b>		<b>SCORE:</b>		<b>SCORE:</b>	
<b>COST PROPOSAL – Attachment 6.6.2</b> (maximum: 6)	<b>SCORE:</b>		<b>SCORE:</b>		<b>SCORE:</b>	
<b>TOTAL RESPONSE EVALUATION SCORE:</b> (maximum: 100)						

Solicitation Coordinator Signature, Printed Name & Date:

**RFP # 34501-11516 *PRO FORMA* CONTRACT**

**The *Pro Forma* Contract detailed in following pages of this exhibit contains some “blanks” (signified by descriptions in capital letters) that will be completed with appropriate information in the final contract resulting from the RFP.**

## ATTACHMENT 6.6.1 – PRO FORMA CONTRACT

**CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF HUMAN SERVICES  
AND  
CONTRACTOR NAME**

This Contract, by and between the State of Tennessee, Department of Human Services ("State") and **Contractor Legal Entity Name** ("Contractor"), is for the provision of services to define requirements, conduct feasibility study with alternative analysis and cost-benefit analysis, and develop and support the approval of the Implementation Advanced Planning Document for the Enterprise System Modernization Project, as further defined in the "SCOPE." State and Contractor may be referred to herein individually as a "Party" or collectively as "Parties" to this Contract.

The Contractor is **a/an Individual, For-Profit Corporation, Non-Profit Corporation, Special Purpose Corporation Or Association, Partnership, Joint Venture, Or Limited Liability Company.**

Contractor Place of Incorporation or Organization: **Location**

Contractor Edison Registration ID # **Number**

The Tennessee Department of Human Services (TDHS) plans to modernize and replace its legacy information systems necessary to support the Temporary Assistance for Needy Families (TANF), Supplemental Nutrition Assistance Program (SNAP), Child Care Services, and Child Support Enforcement programs. This effort has been designated as the TDHS Enterprise System Modernization (ESM) Project. The vision of the ESM Project is to deploy a set of well-integrated systems aligned with and capable of supporting TDHS' customer-focused model of practice. The Project will utilize an enterprise approach which places emphasis on establishing a set of standards for the hardware, software, interoperability, data governance, management and operations, and hosting of the technical solutions supporting these programs. Together these programs serve over two million Tennesseans and support over three thousand (3,000) TDHS employees. The key enabler of this approach will be the Enterprise Platform, a Service-Oriented Architecture (SOA) foundation based on standardized technology infrastructure components and interoperable technical and business services. Five (5) key distinct solution components of the enterprise platform that, together, support the core functional capabilities are:

- a. Integrated Eligibility Application and Screening/Application/Determination (SAD) – Common rules engine to determine eligibility and benefits for TDHS programs;
- b. Portal – Includes user interface and user experience management, access control, collaboration, communications, and document search capabilities;
- c. Enterprise Information Exchange – Includes discovery services, application and data integration, consent management, and security management;
- d. Master Data Management (MDM) – Includes master person index, master provider index and record locator service; and
- e. Analytics and Business Intelligence – Includes integration, analysis and delivery of analytics in the form of alerts and notifications and reports.

**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. The Contractor shall:
  - a. conduct a feasibility study to define system requirements, at both an enterprise-wide and program-specific level, for the TDHS program areas included in the Enterprise System

**ATTACHMENT 6.6.1 – PRO FORMA CONTRACT**

Modernization (“ESM”) Project (see Appendix 2 of this Contract for additional details on ESM). These program areas include: Temporary Assistance for Needy Families (TANF), Supplemental Nutrition Assistance Program (SNAP), Child Care Services, and Child Support Enforcement;

- b. conduct an Alternative Analysis and Cost-Benefit Analysis for the ESM Project;
- c. develop the ESM Implementation Advanced Planning Document (“IAPD”); and
- d. provide all support required by the State to obtain federal approval of the ESM IAPD.

The deliverables and services provided by the Contractor shall be utilized by TDHS to contract separately for Design, Development, and Implementation (DDI) for the ESM Project. Early in the drafting period of each deliverable, the Contractor will present an outline of the content expectations and format to the State. The Contractor will incorporate the State’s feedback to ensure the deliverables are aligned with the State’s expectations. The Contractor will revisit the format and outline regularly as the drafting progresses. If requested, the Contractor will make minor adjustments to the format of their draft deliverables or provide a summary of a deliverable so that it is appropriate for inclusion in the DDI RFP.

General Project Requirements:

Use of State Standard Documentation Guidance:

The Contractor shall follow a systematic approach to the execution of this Project to ensure project success. The State of Tennessee’s Information Technology project management methodology is the Tennessee Business Solutions Methodology (TBSM). TBSM is based upon the principles of the Project Management Body of Knowledge (PMBOK®) and the Business Analysis Body of Knowledge (BABOK®) and covers both Project Management and Business Analysis techniques. The contractor shall use the most recent TBSM model including the templates or a comparable methodology and accompanying templates similar to TBSM as approved by the State.

Project Oversight and Quality Monitoring:

The Contractor shall promptly comply with requests for meetings, information, or documents from the State or its designated Quality Monitoring vendor for this Project. The Contractor shall cooperate with the State or its designated Quality Monitoring vendor in providing any necessary data during the State’s development of the DDI RFP and provide content when requested pertaining to requirements.

Review and Approval of Deliverables:

The Contractor shall submit a draft of each deliverable to the State for review and incorporate any feedback from the State and Quality Monitoring vendor. Deliverables with substantial changes will require an additional round of review and feedback incorporation. Written approval from the State Project Manager is required in order for the Contractor to consider a deliverable accepted by the State and ready for invoicing.

- A.3. Project Kickoff. The Contractor, in conjunction with the State project team, shall plan and conduct the Project Kickoff Meeting and perform an Initial Project Assessment. The Project Kickoff Meeting shall occur within ten (10) business days following the effective date of this Contract or as mutually agreed upon by the parties. The Contractor shall produce a Project Approach document after this assessment and secure State approval prior to considering the document final. The Contractor shall submit the Project Approach document to the State within ten (10) business days following the Project Kickoff Meeting unless there is a written change mutually agreed to with the State. The Project Approach document will include without limitation:

**ATTACHMENT 6.6.1 – PRO FORMA CONTRACT**

- a. A detailed description of how the Contractor will coordinate work with the State and list of key personnel related to services provided by the Contractor,
- b. A discussion of innovative ideas with regard to the provision of services and recommendations for operational efficiencies across all program areas specified in Section A.2, and supporting functional areas, systems and applications, and
- c. A clear description of the methodology for the Project; how the goals of the Project are addressed; and how impacts, constraints, and recommendations for ESM are assessed.

**A.4. Master Project Plan.**

- a. The Contractor shall create a Master Project Plan that includes the work breakdown structure and submit it to the State within twenty (20) business days following the effective date of this Contract or as mutually agreed upon by the parties.
- b. The State will review the Master Project Plan and provide feedback to the Contractor. The Contractor shall obtain the State's written approval of the Master Project Plan prior to commencing any other services and deliverables specified in the Scope of Services.
- c. The State-approved Master Project Plan and any amendments thereto, shall be incorporated herein by reference.
- d. The Contractor shall update the Master Project Plan bi-weekly (every two weeks) throughout the term of the contract to reflect actual project progress against planned activities and previously approved changes and shall review the progress made during the bi-weekly interval meeting with the State Project Manager. In those meetings, the Contractor will also review issues, project risks, and risk mitigation approaches.
- e. If the Contractor identifies changes to the State-approved Master Project Plan, the Contractor shall request the State's approval of said changes before updating the State-approved Master Project Plan. The Contractor shall not apply any changes to the State-approved Master Project Plan without prior written State approval.
- f. Upon completion of each milestone, the Contractor Project Director shall demonstrate in a presentation to the State that all planned activities for that milestone were completed appropriately. The Contractor shall not apply a completion update to the State-approved Master Project Plan without prior written State approval.
- g. Any deviation from the State-approved Master Project Plan must be reported to and approved by the State.
- h. The Contractor shall complete and obtain written State approval of the draft IAPD within twelve (12) months of the contract effective date. The Contractor shall assist and support the State in completing and obtaining approval by the appropriate federal authorities of the IAPD within sixteen (16) months of the contract effective date.

**A.5. Components of Master Project Plan. The Master Project Plan shall contain all activities and tasks required to complete the scope of services for this Contract. This Master Project Plan shall use MS Project format and include the following:**

- i. Work Breakdown Structure (WBS): Tasks required and the relationships to each other.

**ATTACHMENT 6.6.1 – PRO FORMA CONTRACT**

- ii. Schedule: Estimated start and completion dates, actual start and completion dates, estimated and actual task hours, and completion percentage for all in-process tasks, including critical deadlines and milestones for Contractor and State deliverables. This information shall be presented in a Gantt chart.
- iii. Resource loading: For both Contractor and State personnel by task with estimated hours. A summary of total Contractor and State hours by phase is required.
- iv. Timeframes: For State review and approval of deliverables as described in Contract Section A.14.
- v. Critical Path: With parallel and dependent project tasks.
- vi. Assumptions and constraints: Those associated with the Master Project Plan.
- vii. Accommodation for working with State Staff: Within the State's Work-Day constraints. The State's standard business hours are 8:00 a.m. to 4:30 p.m. Central Time, Monday through Friday, except State Office Holidays.
- viii. Communication Management Plan: The Contractor shall create a Communication Management Plan that defines the framework for communications. The plan shall describe how project communications are planned, structured, monitored, and controlled. The contractor shall establish methods of communication such as meeting agendas and minutes, protocols for webcast meetings, standards for information to be included in communications, etc. The contractor shall also define the approach by which all project management teams plan and manage communications for their project.

- A.6. Project Repository. The Contractor shall provide a central project repository for all documentation produced for the project which incorporates the Requirements Repository (see Section A.8.p). The Project Repository shall reside on the State's network and shall be made accessible to all appropriate State staff as approved by the State Project Manager. The Contractor shall use software for the repository that is pre-approved by the State. The State's current software standard is SharePoint.

Access to the Project Repository shall be limited to the Contractor's employees who are assigned to provide services under the Contract that, because of their nature and scope, require such access. Employees of the Contractor who require such access shall be required to complete and sign a confidentiality/nondisclosure agreement and a security agreement before access to State Data is provided.

- A.7. Project Status Reporting. The Contractor shall provide to the Operations Steering Committee (OSC) a weekly written status report which communicates the current status of the project, the actual progress of the project against the State-approved Master Project Plan projected dates, and any risks / issues impacting the project schedule, scope, cost, and deliverables. Project status reporting shall be in a format approved by the State.

- A.8. Business Analysis Approach and Requirements Definition.

**Review of Historical Data:**

- a. Pursuant to this section, the Contractor shall, at a minimum, review existing documentation. The Contractor shall examine all relevant laws, rules and regulations, and documentation related to all program areas and systems. This review shall include, but not be limited to, the following:

**ATTACHMENT 6.6.1 – PRO FORMA CONTRACT**

- i. Federal laws and regulations related to the program areas (TANF, SNAP, Child Care Services and Child Support Enforcement);
- ii. Tennessee laws and regulations related to the program areas (TANF, SNAP, Child Care Services and Child Support Enforcement);
- iii. Program policies. Current business processes and procedures in each program area including documenting problems and opportunities for achieving efficiencies; and
- iv. Existing application documentation. The State will provide access to said documentation as necessary according to Contract Section A.14.

The Contractor will review relevant documents from prior, State-related activities to leverage that knowledge and reuse the content where possible. The Contractor will develop an analysis of what results from prior, related activities can be reused and to what degree.

**Business Analysis:**

- b. The Contactor shall adopt the business analysis activities for a plan-driven approach in order to provide accurate and thorough documentation of requirements. The Contactor shall follow industry-standard business analysis approaches as listed below. The following list contains a sampling of techniques that may be used:
  - i. Brainstorming
  - ii. Group Interview / Questionnaires
  - iii. Facilitated / Joint Application Development (JAD) session
  - iv. Business Rules Analysis
  - v. Flow Charts / Workflow Analysis
  - vi. Observation / Shadowing State Staff
  - vii. Scenarios and Use Cases: Writing stories that follow a specific business scenario in order to document the normal path of a process and exceptions that arise. The successful and unsuccessful (exceptions) are documented in use cases to document the business in a logical flow.
  - viii. Data Flow Diagrams (depict the movement of information between entities -people, organizations, and systems)

The activities for business analysis and the tools used shall be pre-approved by the State.

- c. Business analysis activities shall identify process improvements, focusing on systematic examination and identification of improvements to processes, with an emphasis on improving quality, productivity, and response time of business processes.
- d. Contractor shall document "As Is" process for all program areas (TANF, SNAP, Child Care Services and Child Support Enforcement)
- e. Contractor shall document "To Be" process for all program areas (TANF, SNAP, Child Care Services and Child Support Enforcement)

**ATTACHMENT 6.6.1 – PRO FORMA CONTRACT**

- f. Contractor shall document identified “Process Reengineering” for all program areas (TANF, SNAP, Child Care Services and Child Support Enforcement)

**Requirements Definition:**

- g. Requirements Evaluation Team:
- i. The Contractor shall define the approach to identifying, analyzing, recording and maintaining the Stakeholders for each program area in a Program Stakeholder Register. The final designation of roles to be performed by each party shall be made by the State.
  - ii. The Contractor shall assemble the evaluation team, inform them of the purpose of the Project, and conduct training.
  - iii. The Contractor shall create evaluation criteria and weighting to evaluate each option for the alternatives analysis (e.g., transfer systems from other states). The evaluation criteria and weighting shall be reviewed and approved by the State prior to its use.
- h. The Contractor shall define all functional and non-functional requirements and document them in the Requirements Repository (see Section A.8.p.). Note that non-functional requirements include the following:
- Use and performance requirements
    - Usability
    - Audit/Compliance
    - Interface List
  - Technology requirements
    - Service Oriented Architecture (SOA)
    - Interoperability/Interfaces
    - Scalability and Extensibility
    - Regulatory and Security
    - Data Integration
    - Business Intelligence and Reporting
    - BI Information Management Infrastructure
    - Enterprise Content Management
    - Rules Engine
    - Portal
    - Application Server
    - Database Management System
    - Business Process and Case Management
    - Application/Transaction Monitoring and Logging
    - Enterprise Platform Alignment Requirements
  - Implementation requirements
    - Project Management
    - Environment Installation and Configuration
    - Knowledge Transfer and Training
    - Design, Development & Customization
    - Deployment
    - Quality Management
  - Operations requirements
    - Production Support & Transition
    - Defect Resolution & Solution Acceptance
    - System Enhancements
    - System Administration

**ATTACHMENT 6.6.1 – PRO FORMA CONTRACT**

- System Management
  - Hosting
- i. Approval of Methods: The Contractor may use a combination of methods for gathering requirements according to section A.8. The Contractor shall present the desired method(s) of requirements definition for State review and approval prior to commencing requirements gathering activities. The Contractor shall obtain a thorough and detailed understanding of the business need, and break it down into discrete requirements, which are then clearly defined, reviewed, documented, and submitted to the State for approval. The defined requirements as per Section A.8. shall be used by the Contractor to produce the Requirements Traceability Matrix (see Section A.8.n) and the Requirements Definition Document (see Section A.9).
- j. Requirement Gathering: The Contractor shall perform all activities to gather the functional and non-functional requirements for the ESM. The Contractor shall elicit, analyze, specify, prioritize, and record requirements by communicating with end users in the program/policy and information technology areas. These include end users working in offices outside the main Nashville location. The Contractor shall plan, schedule, prepare agendas for, and facilitate all requirements gathering activities. The Contractor shall send appointments to all attendees using the State's email and calendaring product.
- i. The Contractor shall consult with the State Project Manager, as defined in Section A.14.c.v. of this contract, to identify the appropriate State staff to attend and participate in each requirements-gathering activity.
  - ii. The Contractor shall record the minutes of all requirements-gathering activities. The minutes shall include, at a minimum, requirements identified and/or defined, decisions reached, and any unresolved issues and action items identified during the sessions. The Contractor shall distribute the minutes electronically for State review and approval within two (2) business days after each activity; and shall track the resolution of all unresolved issues and action items in a single State approved repository or medium. The Contractor shall file the State-approved minutes in the Project Repository (reference Section A.6)
- k. Documentation and Organizational Requirements: The Contractor shall document all requirements, including all features and functionality, and the rationale for each requirement, in the Requirements Repository (reference Section A.8.p.) The Contractor shall organize the requirements into related subsets. Fields for Documentation and Organizational Requirements include, but are not limited to:
- Requirement #
  - Function
  - Sub-function
  - Common Sub-function
  - Requirement
  - Requirement Type
  - Requirement Priority
  - Impacted Role(s)
  - Data Source
  - Consequence
  - State Requirement Source
  - Federal Requirement Source
  - System Interfaces
  - Technology Enablers

**ATTACHMENT 6.6.1 – PRO FORMA CONTRACT**

The Contractor shall examine each requirement to identify any and all relationships, and to review for consistency, omissions, and ambiguity. The Contractor shall establish a mechanism to control changes to requirements and add new requirements.

Pursuant to this section, the Contractor shall, at a minimum:

- i. Uniquely number each requirement.
- ii. Group requirements by functionality:
  - a. Identify functions and sub-functions
  - b. Establish parent-child relationships; link requirement to sub-function and sub-function to function.
- iii. Identify requirement dependencies to/with other requirements.
- iv. Describe performance requirements in terms of measurable response times (e.g., the maximum number of seconds that an end user should have to wait for a response from the system)
- v. Document system availability requirements, i.e. the hours of operation needed to support business.
- vi. Identify and describe application interfaces with other systems.
- vii. Identify the source of a requirement's data. Indicate if the data is from outside the system, and /or if a requirement must share data with another application, agency, or business partner.
- viii. Describe user interface requirements, including but not limited to screen layout, navigation, data display, error message display and manipulation.
- ix. Define security and privacy requirements, including roles and responsibilities for users of the system and data accessibility or restrictions.
- x. Identify the source or rationale for each requirement, including but not limited to: Federal Law; State Law; and TDHS policies, procedures, rules, or standards.
- xi. Identify any Federal or State mandated time frames, including consequences imposed by the governing agency for failing to meet mandatory time frames.
- xii. Define the workflow. For each requirement that is an event, include: what role performs the work; what triggers the event to start; and what determines completion of the work.
- xiii. Classify requirements as Mandatory (non-negotiable requirements stemming from Federal, State, or Departmental laws and regulations), Needed (non-negotiable requirements that do not necessarily stem from laws or regulations), or Wanted (negotiable).
- xiv. Identify and define accessibility requirements to conform to the provisions set forth by the Section 508 Electronic Information Technology Accessibility Standards (36 CFR Part 1194), specifically Subparts B-Technical Standards (§1194.21 Software Applications and Operating Systems and §1194.22 Web-based Intranet and Internet

**ATTACHMENT 6.6.1 – PRO FORMA CONTRACT**

Information and Applications); Subpart C-Functional Performance Criteria; and Subpart D-Information Documentation & Support).

- xv. Define and organize an integrated enterprise-wide view of requirements including identifying components that are common across all programs.
- l. **Quality of Requirements:** The Contractor shall document all requirements in such a way as to achieve a level of quality acceptable to the State. Requirements shall be stated in clear, concise sentences that state one thing; have only one interpretation; and identify “what” must be done and not “how.”
- m. **Design Constraints:** The Contractor shall describe hardware and software requirements (or architectural standards) that may limit the design options for the Enterprise Modernization Project.
- n. **Requirements Traceability Matrix:** The Contractor shall create a Requirements Traceability Matrix that cross-references requirements to their source. This matrix shall include the source of the requirements (ex: business rule, regulatory requirement or policy). The Requirements Traceability Matrix shall be used as a mechanism to validate the completion and accuracy of the requirements.
- o. **Data Conversion Considerations:** The Contractor shall describe all data conversion considerations including historical and archived data which may impact ESM design, testing, and implementation.
- p. **Requirements Repository:** The Contractor shall create a State-approved Requirements Repository that shall contain all of the requirements gathered and documented by the Contractor for ESM. The State’s current software standard is SharePoint.

The Requirements Repository shall be designed to provide capabilities for tracing requirements throughout the life cycle of ESM. The Requirements Repository shall provide the capability to link requirements to design specifications and also to test cases. In addition, the Requirements Repository shall provide the ability to generate traceability matrices that cross-reference requirements to design specifications and test cases, thereby serving as a mechanism to validate design specifications and test coverage.

The Contractor shall install the Requirements Repository, including requirements management products needed to maintain the requirements and generate reports, including the traceability matrices, on State equipment at the direction of, and at a location identified by, the State. The Requirements Repository shall be configured to support the volume of requirements generated and allow for customization of content. The Requirements Repository shall be considered the property of the State and shall remain at the State after the end of the Contract. If software that requires a license is used for the Requirements Repository, the license will transfer to the State. The Contractor shall instruct the State on use and support of the Requirements Repository.

Access to the Requirements Repository shall be limited to the Contractor’s employees who are assigned to provide services under the Contract and who because of their nature and scope require such access. Employees of Contractor who require such access shall be required to complete and sign a confidentiality/nondisclosure agreement and a security agreement before access to State Data is provided. (See Section A.14.)

- q. **Data Confidentiality:** The Contractor must ensure that all data is safeguarded in accordance with State and federal statutes, regulations, and policies pertaining to the confidentiality of any beneficiary information. Such statutes, regulations, and policies include, but are not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPAA),

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including amendments signed into law under the American Recovery and Reinvestment Act of 2009 (ARRA), the HIPAA Privacy Rule of 2002, and the HIPAA Security Rule of 2003.

A.9. Requirements Definition Document (RDD).

- a. The Contractor shall create and submit to the State for review and approval a Requirements Definition Document that contains all requirements documented, by function and sub-function, in a format approved by the State. The Requirements Definition Document shall be used for and included as an attachment to the State's procurement document for the ESM DDI vendor services.
- b. The Requirements Definition Document shall include at a minimum, the following sections:
  - i. Overview: An overview that describes the system scope, assumptions, and constraints
  - ii. Requirements: All of the functional requirements, organized by function. Include all of the details gathered and described in Section A.8
  - iii. Work Flow Diagrams
  - iv. Description of the Business Rules
  - v. Design Constraints
  - vi. Data Conversion Considerations
  - vii. Requirements Traceability Matrix (RTM)
  - viii. Documentation of Non-functional requirements
  - ix. Excel-based listing and description of requirements appropriate for use in the ESM DDI procurement documents
- c. RDD Version Control: The Contractor shall be responsible for version control and management of the RDD. The RDD shall include a table of contents, appropriate headers and footers, and shall contain on all pages: the version number, version date, and page number. Sections shall be clearly numbered. When referenced, requirements shall be annotated with the unique identifier assigned to it in the Requirements Repository.

A.10. Project Glossary of Terms and Acronyms. The Contractor shall compile and include a list and definitions of terms, phrases, and acronyms that pertain to the programs and/or system. The Project Glossary of Terms and Acronyms shall be used for and included as an attachment to the State's procurement document for the ESM DDI vendor services.

A.11. General System Design

- a. The State intends to utilize Service Oriented Architecture (SOA) for ESM. The Contractor shall reference State standards for architecture and industry best practices to propose the General System Design.
- b. The Contractor shall use a combination of narrative and diagrams that describe the generic architecture of the proposed system, as opposed to the detailed architecture that will be developed at the DDI phase.
- c. The Contractor shall describe the overall logic flow and systems functions.
- d. The Contractor shall describe the equipment needed (for access, processing, data transmission, and storage).
- e. The Contractor shall describe the other resource requirements.
- f. The proposed General System Design shall go through approval of the State architecture team.

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A.12. Feasibility Assessment Report, Alternative Analysis, and Cost-Benefit Analysis. Wherever applicable, the Contractor shall adhere to the guidance suggested by United States Department of Agriculture (USDA) Food and Nutrition Service (FNS) Handbook 901 (<http://www.fns.usda.gov/apd/fns-handbook-901-advance-planning-documents>) and Department of Health and Human Services Administration for Children and Families Office of Child Support Enforcement (OCSE) State Systems APD Guide ([http://www.acf.hhs.gov/sites/default/files/ocse/apd\\_guide\\_2.pdf](http://www.acf.hhs.gov/sites/default/files/ocse/apd_guide_2.pdf)) as may be updated from time to time for this section.

a. Feasibility Assessment Report:

- i. The Contractor shall perform a feasibility assessment based on the identified requirements and summarize the results to demonstrate that the ESM solution considered is technically, financially, and operationally feasible.
- ii. The Contractor shall identify the criteria to be used to measure feasibility including technical, fiscal, and operational advantages and the ability to meet the system requirements specified in the Requirements Definition Document (A.9.) within the timeframe.
- iii. The Contractor shall describe the potential improvements in effectiveness and efficiency of program operations by implementing the proposed solution.
- iv. The Contractor shall discuss in detail the implementation as well as maintenance phases of ESM for short-term (less than five (5) years) and long-term impact (five (5) to ten (10) years).

b. Alternative Analysis:

- i. As part of the feasibility study, the Contractor shall perform an alternative analysis (AA) of alternatives for hardware, software, and program functionality to determine the system that best meets TDHS needs. At a minimum, the Contractor shall consider the following options for comparison:
  - a. Upgrading or enhancing the existing State system.
  - b. Leveraging the Tennessee Medicaid Eligibility Determination system. The Tennessee Health Care Finance and Administration (HCFA) is in the process of procuring a modern solution for Medicaid eligibility.
  - c. Transferring a system or components from another State.
  - d. Utilizing a Vendor framework.
  - e. Developing a new system from the ground up.
- ii. Alternative Analysis shall include comparing at least three options based on current technical standards, financial comparison of both implementation and maintenance, and operational issues. Contractor shall choose the three options in consultation with the State project team.

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- iii. Contractor shall perform gap analysis of program functional and technical requirements for each alternative chosen for comparison. Contractor shall consider, at a minimum, the following in the gap analysis exercise:
  - a. Subject matter experts in the discussions and reviews.
  - b. Review 'As-Is' and 'To-Be' process documentation (A.8.d, A.8.e).
  - c. Review classification of identified requirements (A.8.i).
  - d. Review Requirements Definition Document (A.9).
  - e. Analyze the changes needed for each alternative to meet the goals of ESM.
- iv. The Contractor shall compare current and proposed systems and alternatives for:
  - a. Compatibility of the system with other necessary software or applications.
  - b. Organizational impacts of this system.
  - c. Facility/site impacts.
  - d. Operational impacts (e.g., user operating procedures, data center procedures, source data management, data entry procedures, data retention requirements, plans for system support, archiving, etc.).
  - e. Fiscal impacts (e.g., cost factors related to the design, development, or transfer and operation of this system).
  - f. Time frame for implementation.
- c. Cost-Benefit Analysis:
  - i. The Contractor shall perform a Cost-Benefit analysis for each proposed alternative. This analysis shall include all costs relative to benefits and include the following items for both current and proposed systems and alternatives:
    - a. Non-Recurring Costs: identification of nonrecurring costs (design, development and implementation).
    - b. Capital Investment Costs: site and facility, IT equipment, data communications equipment, environmental conditioning equipment (central processing site), security and privacy equipment, and database.
    - c. Other Nonrecurring Costs: database preparation, IT software and data conversion, training, travel and other personnel-related costs of development and installation, and contractual, interagency or other direct support services.
    - d. Recurring Costs (Maintenance and Operations): software, lease, rentals, and maintenance; data communications lease, rentals, and maintenance; equipment, lease, rentals, and maintenance; personnel salaries and fringe benefits; direct support services (e.g., help desk, central processing site operations); travel and training; space occupancy, supplies and utilities; security and privacy; and other costs that are unique to this alternative.

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- e. Quantifiable Benefits: cost reduction (e.g., resulting from improved data entry, storage, and retrieval techniques); value enhancement (e.g., improved resources use, reduced error rates); equipment lease, rentals, and maintenance; software lease, rentals, and maintenance; data communications lease, rentals, and maintenance; personnel salaries and fringe benefits; direct support services, travel and training; space occupancy, security and privacy; contractual and interagency services; cost avoidance of future costs that would be incurred if the best alternative were chosen.
  - f. Non-Quantifiable Benefits: compatibility of this system with other necessary software or applications; organizational impacts of this system; facility/site impacts; operational impacts (e.g., user operating procedures, data center procedures, source data management, data entry procedures, data retention requirements, plans for system support, archiving etc.).
- ii. The Contractor shall produce a preliminary Cost-Benefit analysis for the State's review. The Contractor shall include the following information:
    - a. A description of the evaluation criteria for comparison.
    - b. A comparative analysis of the systems and alternatives with respect to cost and benefits.
    - c. A description of the recommended options for further consideration based on cost and benefits.
  - iii. The Contractor shall update preliminary Cost-Benefit analysis based on the State's approval of the alternative analysis. The Contractor will then update the Cost-Benefit analysis based on any additional State feedback before finalizing the document.
- A.13. IAPD Development: The Contractor, in consultation with the State, shall prepare the ESM IAPD and assist in its obtaining approval by necessary Federal government entities. The IAPD will provide the overall management plan for the design, development, testing, and implementation phases of ESM. Where allowed by Federal approvers of the IAPD, preliminary plans based on the information available at the time of the initial submission of the IAPD will be acceptable.
- a. Capacity Planning or Study: The Contractor shall determine the overall size, performance, and resilience of the system as related to the organizational needs. This study shall include:
    - i. A summary of the current capacity and organizational needs.
    - ii. A projection of organizational needs and capacity in 5 years.
    - iii. A projection of organizational needs and capacity in 10 years.
  - b. Project Management Plan: The Contractor shall prepare a project management plan that describes the project oversight, reporting requirements for the State and Contractor, and illustrates how the State will achieve professional project management. This plan shall include:

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- i. Initiation, planning, executing, controlling and integrating, and closing of the project phases.
  - ii. Methods for establishing goals; balancing demands of quality, time, scope, and cost; and adapting the specifications, plans and approach to meet the needs and expectations of federal partners.
  - iii. Include all resource requirements (staff, funding, facilities, etc.) for the implementation and maintenance phases.
  - iv. Schedule of Development Activities, Milestones and Deliverables: complete outline that lists in detail the key implementation tasks, events, and deliverables. The Contractor shall indicate clearly which tasks, events, and deliverables require federal approval.
  - v. Proposed Budget: List complete costs for implementation and maintenance, including indirect costs, staffing costs, training costs, licensing agreements, and primary contractor costs (including project management, QA services, and all subcontractor costs).
- c. Disaster Recovery Plan: The Contractor shall prepare a Disaster Recovery plan to describe the approach to recover and restore the system to normal operations. The Contractor shall consider and incorporate State disaster recovery policies and procedures for preparation of this plan.
- d. Security Plan: The Contractor shall prepare a security plan to describe the approach for ensuring the physical, electronic, and operational security of the system, including hardware, software, data, communications, and facilities. The Contractor shall consider current State and Federal security policies and procedures for preparation of this plan.
- e. Training Plan: The Contractor shall prepare a training plan to outline the approach to transitioning current users to the new system. The plan shall include without limitation:
- i. List of required resources;
  - ii. Training approach (pre/post implementation, online training, training guide, train the trainer);
  - iii. Timeline for training; timeline for transition;
  - iv. List of key issues for implementing the training plan; and
  - v. Recommendations for continuation of training for both new and current staff.
- f. Test Plan: Contractor shall prepare a Test plan to describe the approach to testing. Testing includes unit testing, integration testing, performance testing, end-to-end testing, user acceptance testing, retesting process/communication, and regression testing. The plan shall include a test strategy comprised of the following types of testing to be performed:
- i. The organization of the test team and assigned responsibilities,
  - ii. Test Schedule,
  - iii. Test data generation,

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- iv. Test Case Development,
  - v. Acceptance Testing,
  - vi. Documentation and review of test results,
  - vii. Criteria for Go/No Go decision, and
  - viii. Contingency plans.
- g. Preparation of the IAPD: The Contractor, in conjunction with State staff, shall compile all documents required for Federal approval of the IAPD, including but not limited to:
- i. Feasibility Study / Alternatives Analysis,
  - ii. Cost-Benefit Analysis,
  - iii. Requirements Definition Document containing functional and non-functional requirements,
  - iv. General System Design,
  - v. Capacity Plan or Study,
  - vi. Project Management Plan,
  - vii. Resource Requirements,
  - viii. Schedule of Planning Activities, Milestones and Deliverables,
  - ix. Proposed Budget,
  - x. Cost Allocation Plan,
  - xi. Security Planning,
  - xii. Request for Waiver of Depreciation,
  - xiii. Test Plan, and
  - xiv. Training Plan.

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

A.14. State Organization and Responsibilities.

- a. Work Space and Resources:
  - i. The State will provide workspace and internet access for all full-time Contractor staff working at the project site, as needed.
  - ii. The State will provide access to State applications and remote access to State data

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resources, if necessary, as approved by the State and utilizing State and TDHS standard software, policies, and procedures.

- b. Access to Documentation: The State will make available to the Contractor all available federal and state law and policy, program policies and procedures, and systems documentation for the Contractor's use in defining the requirements for ESM. All documentation provided by the State that is not publically available should be considered confidential and should not be shared in any form without written consent from the State.
- c. State Project Team: The State will provide access to State staff to the Contractor as described in this section. During the contract term, State staff will not report to Contractor staff, and Contractor staff shall not assign tasks to State staff. State staff will not be responsible for the completion of Contractor assigned deliverables per this contract. At the State's discretion, State personnel may be substituted, added or removed.
- i. ESM Executive Sponsor: The Executive Sponsor provides high level vision and oversight for ESM.
  - ii. ESM Executive Steering Committee (ESC): The Executive Steering Committee will provide executive-level guidance, governance and support for the duration of the project.
  - iii. ESM Executive Director: The ESM Executive Director will provide enterprise-level guidance and oversight for the duration of the project.
  - iv. ESM Operations Steering Committee (OSC): The Operations Steering Committee will provide oversight and coordination of resources and activities for the project.
  - v. State Project Manager: The State Project Manager role will be filled by the TDHS ESM Director of Operations. The State Project Manager will oversee day-to-day project activities and will be the Contractor's point of contact.
  - vi. ESM Deputy Director of Operations: The ESM Deputy Director of Operations will provide guidance and support for program related project activities and communication.
  - vii. ESM Business System Analyst: The ESM Business System Analyst will provide project-wide business analysis support for the duration of the project.
  - viii. Project Teams: A Project Team will be provided for each program area within ESM: Family Assistance (TANF and SNAP), Child Support Enforcement, and Child Care Services. Each Project Team will consist of a Project Manager, State Technical Staff, and Subject Matter Experts as deemed necessary for the project.
  - ix. Other State Agency Staff: The State will provide expertise in program/policy, IT, fiscal services and Office of General Counsel expertise as required for the project.
- d. State Review and Approval: The State review cycle of the Contractor's project deliverables will begin with the initial review on the next business day after the date the Contractor submits the deliverable to the State for review. The State will perform an initial, cursory review of each submitted deliverable to determine if it is suitable for in-depth review. The State may, at its sole discretion, summarily reject (refuse to review) any submitted deliverable that it finds to have obvious, major deficiencies upon initial inspection. If the State rejects the submission; it will notify the Contractor in writing as soon as the determination is made. The Contractor shall correct all such deficiencies and resubmit corrected deliverables for review, which begins a new review cycle.

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The State will complete its in-depth review and provide written review results in writing to the Contractor within a time frame determined by the scope and complexity of the document. The State will complete its in-depth review of the Requirements Definition Document deliverable and provide written review results in writing to the Contractor within a time frame determined by the scope and complexity of the deliverable.

The State will be the sole judge of any deliverable's acceptability. When the deliverable is acceptable, the State will document this acceptance in writing. The State will not consider any deliverable to be final or eligible for payment until the deliverable has received written State approval.

- A.15. Contractor Project Team and Organization. The Contractor shall staff the project team appropriately to assure that it can meet the responsibilities defined in this Contract in an efficient, effective, and timely manner. This shall require project team staff with the necessary expertise and in adequate number to perform or administer the activities.

The Contractor project staff shall have prior experience in requirements gathering, management, and documentation, including, but not limited to: conducting and facilitating requirements gathering activities, including joint application development (JAD) sessions; and organizing, prioritizing and documenting requirements, including business process models. The Contractor project staff shall also have prior experience working with requirements definition with government human services programs, preferably Temporary Assistance for Needy Families (TANF), Supplemental Nutrition Assistance Program (SNAP), Child Care Services, and/or Child Support Enforcement. The Contractor shall provide resumes of Contractor staff to the State upon the State's request. The State reserves the right to request removal of any Contractor staff.

After contract effective date, the Contractor shall also name back-ups for key personnel in case of vacation, medical emergencies, resignations, or terminations. These back-ups will have similar experience and qualifications and must be approved by the State.

The initial Contractor Project Team and any subsequent replacement of team members and back-up staff shall require approval by the State. The Contractor shall be permitted to add or remove team positions during the Contract, as approved by the State. Changes to personnel will be submitted with three (3) weeks of prior notice and suitable replacements must be presented to the State within seven (7) days of the notice. During the term of the contract, the State may require a replacement, upon reasonable notice, if concerns about the qualifications, performance, or availability of individual Contractor team members should arise. All Contractor personnel replacements must be made with individuals of equivalent or greater qualifications and skills.

The Contractor shall provide an organizational chart at the Project Kickoff Meeting identifying all the Contractor project staff and their role assignments, as well as the organizational structure of the project team. The team will include those staff included in the Contractor's proposal, unless otherwise approved by the State. The organization chart shall be updated throughout the project to reflect any changes in project staffing and team organization that occur.

- a. Project Director. The Contractor shall assign a dedicated Project Director who shall have the primary responsibility for coordinating the overall project tasks, including project planning, scheduling and staffing. As the team lead, the Contractor Project Director shall take an enterprise-wide view of the project. The Contractor Project Director shall have daily interaction with the State Project Manager and shall also attend formal meetings with other State groups, as determined necessary by the State Project Manager during the course of the project. The Project Director shall have at a minimum the following qualifications:
  - i. Three (3) requirements definitions projects of similar complexity.

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- ii. Current certification as a Project Management Professional (PMP) by the Project Management Institute (PMI) preferred. Experience with the principles of the Project Management Body of Knowledge (PMBOK®) and the Business Analysis Body of Knowledge (BABOK®).
  - iii. Recent substantial project experience in human service or social service systems environments, with specific experience in TANF, SNAP, child care services, and/or child support programs.
- b. Program Area Leads. The Contractor shall assign one Program Area Lead for each of the following program areas: TANF, SNAP, Child Care Services, and Child Support. Each Program Area Lead shall have the primary responsibility of leading the efforts to gather input, analyze data, and compile requirements and other necessary pieces of information related to their program area. They will be the primary point of contact with State staff in their respective program areas. They may also support the Project Director as needed in non-program specific workstreams, such as the alternatives analysis. Each Program Area Lead shall have at a minimum the following qualifications:
- i. Requirements definition project experience within the last five (5) years.
  - ii. Substantial relevant experience in their program area within the last three (3) years.
  - iii. Experience with the principles of the Project Management Body of Knowledge (PMBOK®) and the Business Analysis Body of Knowledge (BABOK®) preferred.
- c. Work Location. The State's Project Site will be located at: Citizens Plaza Building, 400 Deaderick Street, Nashville, TN 37243. The Contractor shall perform all one-on-one interviews, group interviews, facilitated / joint application development sessions, and observations as well as Steering Committee meetings at the State's Project Site unless otherwise approved by the State.
- d. Supplies and Equipment. The Contractor shall provide all supplies and equipment for Contractor staff. The Contractor shall ensure that equipment meets minimum State platform requirements and desktop computers and laptop devices connected to the State's network are current with operating system patches and antivirus software. The Contractor shall provide office automation software for Contractor staff that is in compliance with minimum State platform requirements. In addition, the Contractor shall be responsible for all long-distance telephone and Contractor employee parking costs.
- e. Compliance with State Security Policies and Procedures. The Contractor shall comply with all State security and other policies and procedures. Should it be determined that any fault in the State network (virus, worm, etc.) can be traced to an action taken (or not taken) by the Contractor, the Contractor shall be fully responsible for all remedial actions taken and all expenses incurred to correct the fault.
- f. Staff Management and Administrative Support. The Contractor shall provide day-to-day management of its staff. The Contractor shall provide administrative support for its staff and activities.
- A.16. 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

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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.17. 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.

**B. TERM OF CONTRACT:**

- B.1. This Contract shall be effective for the period beginning December 7, 2016 (the "Effective Date") and ending on April 4, 2018. The Contractor hereby acknowledges and affirms that the State shall have no obligation for Contractor services or expenditures that were not completed within this specified Contract Term.
- B.2. Term Extension. The State may extend the Term an additional period of time, not to exceed one hundred-eighty (180) days beyond the expiration date of this Contract, under the same terms and conditions, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

**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.

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- 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:

Service Description – Project Milestone	Percentage of Total Project Cost to Be Paid for Services/ Deliverable	Amount (per compensable increment)
Delivery of Master Project Plan (Section A.4)	4%	\$Number
Requirement Definition Session(s) Completed and All Requirements and Any Other Artifacts Described in Section A.8. are placed in Requirements Repository (Section A.8.)	16%	\$Number
Requirements Definition Document (Section A.9.)	20%	\$Number
Feasibility Study with Alternatives Analysis (Sections A.12. A and B)	12%	\$Number
Preliminary Cost Benefit Analysis (Section A.12.C)	12%	\$Number
IAPD Approval by State Authorities (Section A.13)	16%	\$Number
IAPD Approval by Federal Authorities (Section A.13)		
Retainage – Percentage of Total Cost/Maximum Liability retained until completion of all services and deliverables.	20%	\$Number

- c. Payment of Retainage. Contractor shall be paid the amount retained by the State ("Retainage") specified in Section C.3.b. upon completion of all services and deliverables, including obtaining federal approval of the IAPD. In the event the Contractor fails to complete all services and deliverables before the Contract ends (within 16 months after the Effective Date of this Contract), then Contractor will be paid Retainage in accordance with the following table:

Number of Days after 16 months from Contract Effective Date	Percentage and Dollar Amount of Amount Retained by State Payable to Contractor upon Completion of All Services and Deliverables, including federal approval of the IAPD	
1-30 days	75%	\$Number
31-60 days	50%	\$Number
61-90 days	25%	\$Number
Over 90 days	0%	\$0.00

- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel time, travel expenses, meals, or lodging.

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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:

Lawrence Sanders, ESM Director of Operations  
 Tennessee Department of Human Services  
 Citizens Plaza Building, 5th floor  
 400 Deaderick Street  
 Nashville, TN 37243

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

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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:

Lawrence Sanders, ESM Director of Operations  
 Tennessee Department of Human Services  
 Citizens Plaza Building, 5th floor  
 400 Deaderick Street  
 Nashville, TN 37243  
[Lawrence.Sanders@tn.gov](mailto:Lawrence.Sanders@tn.gov)  
 Telephone # (615) 253-3337

The Contractor:

**Contractor Contact Name & Title**  
**Contractor Name**  
**Address**  
**Email Address**  
 Telephone # **Number**

## ATTACHMENT 6.6.1 – PRO FORMA CONTRACT

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.

**ATTACHMENT 6.6.1 – PRO FORMA CONTRACT**

- 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 A**, 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.

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- 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 in a format approved by the State.
- 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

**ATTACHMENT 6.6.1 – PRO FORMA CONTRACT**

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;

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- 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 or disqualified.

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, regulations, and requirements in the performance of this Contract, including without limitation:

- a. Executive Order 11246, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60);

(Executive Order 11246 prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take

**ATTACHMENT 6.6.1 – PRO FORMA CONTRACT**

affirmative action to ensure that equal opportunity is provided in all aspects of their employment.)

- b. All applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h));
  - c. All applicable standards, orders or requirements issued under the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) that prohibit the use under non-exempt Federal contracts, and grants or loans to facilities included on the EPA list of Violating Facilities;
  - d. The Anti-Lobbying Act (18 U.S.C. § 1913), which prohibits the recipients of federal contracts, grants, and loans from using appropriated funds for lobbying the Executive or Legislative Branches of the federal government in connection with a specific contract, grant, or loan;
  - e. The Drug-Free Workplace Act of 1988 (41 U.S.C. 701) and provisions of Tenn. Code Ann. § 50-9-101 et. seq.;
  - f. Reservation by the State and federal government of a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal government purposes, the copyright in any work developed under a grant, sub-grant, or contract under a grant or sub-grant or any rights of copyright to which a contractor purchases ownership;
  - g. Reservation by the State of all ownership rights in software or modifications thereof and associated documentation designed, developed or installed with federal financial participation; and
  - h. The Americans with Disabilities Act (28 CFR Part 35, Title II, Subtitle A) prohibiting discrimination on the basis of disability in all services, programs, and activities provided to the public by State and local governments, except public transportation services.
- 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:

**ATTACHMENT 6.6.1 – PRO FORMA CONTRACT**

- 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 Attachment A, Appendix 1, and Appendix 2;
- c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
- d. the State solicitation, as may be amended, requesting responses in competition for this Contract;
- e. any technical specifications provided to proposers during the procurement process to award this Contract; and
- f. the Contractor's response seeking this Contract.

**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. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible personal property furnished by the State for the Contractor's use under this Contract. Upon termination of this Contract, all property furnished by the State shall be returned to the State in the same condition as when received, less reasonable wear and tear. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the fair market value of the property at the time of loss.
- E.4. Prohibited Advertising or Marketing. The Contractor shall not suggest or imply in advertising or marketing materials that Contractor's goods or services are endorsed by the State. The restrictions on Contractor advertising or marketing materials under this Section shall survive the termination of this Contract.
- E.5. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into

**ATTACHMENT 6.6.1 – PRO FORMA CONTRACT**

of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- E.6. 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 34501-11516 (Attachment 6.2, Item B.15.) 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.7. 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.8. Partial Takeover of Contract. The State may, at its convenience and without cause, exercise a partial takeover of any service that the Contractor is obligated to perform under this Contract, including any service which is the subject of a subcontract between Contractor and a third party (a "Partial Takeover"). A Partial Takeover of this Contract by the State shall not be deemed a breach of contract. The Contractor shall be given at least thirty (30) days prior written notice of a Partial Takeover. The notice shall specify the areas of service the State will assume and the date the State will be assuming. The State's exercise of a Partial Takeover shall not alter the Contractor's other duties and responsibilities under this Contract. The State reserves the right to withhold from the Contractor any amounts the Contractor would have been paid but for the State's exercise of a Partial Takeover. The amounts shall be withheld effective as of the date the State exercises its right to a Partial Takeover. The State's exercise of its right to a Partial Takeover of this Contract shall not entitle the Contractor to any actual, general, special, incidental, consequential, or any other damages irrespective of any description or amount.

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E.9 Survival. The terms, provisions, representations, and warranties contained in Sections A, D.20, E.2 and E.4 of this Contract shall survive the completion of performance, termination or expiration of this Contract.

**IN WITNESS WHEREOF,**

**CONTRACTOR LEGAL ENTITY NAME:**

---

**CONTRACTOR SIGNATURE**

**DATE**

---

**PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)**

**DEPARTMENT OF HUMAN SERVICES:**

---

**DR RAQUEL HATTER, COMMISSIONER**

**DATE**

## ATTACHMENT A

**ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE**

<b>SUBJECT CONTRACT NUMBER:</b>	
<b>CONTRACTOR LEGAL ENTITY NAME:</b>	
<b>FEDERAL EMPLOYER IDENTIFICATION NUMBER:</b> (or Social Security Number)	

**The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.**

**CONTRACTOR SIGNATURE**

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. Attach evidence documenting the individual's authority to contractually bind the Contractor, unless the signatory is the Contractor's chief executive or president.

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

## ATTACHMENT 6.6.1 – PRO FORMA CONTRACT

## APPENDIX 1

## Acronyms List

Acronym / Term	Acronym Listing
ACCENT	Automated Client Certification and Eligibility Network for Tennessee
ARTS	Appeals Resolution Tracking System
BABOK	Business Analysis Body of Knowledge
BacTrack	See Appendix 2
CCS	Child Care Services
COTS	Claims Online Tracking System
CSE	Child Support Enforcement
EDRS	Electronic Disqualification Recipient System
ESC	Enterprise Steering Committee
ESM	Enterprise System Modernization
FA	Family Assistance
FNS	Food and Nutrition Service Program is administered by United States Department of Agriculture (USDA).
HCFA	Tennessee Health Care Finance and Administration
IAPD	Implementation Advance Planning Document
IV&V	Independent Verification and Validation
JAD	Joint Application Development
OCSE	Office of Child Support Enforcement
OSC	Operations Steering Committee
PAPD	Planning Advanced Planning Document
PMBOK	Project Management Body of Knowledge
QA	Quality Assurance
RDD	Requirements Definition Document
SME	Subject Matter Expert
SNAP	Supplemental Nutrition Assistance Program
TANF	Temporary Assistance for Needy Families
TBSM	Tennessee Business Solutions Methodology The Tennessee Business Solutions Methodology is a documented methodology for information technology projects. This methodology has been developed to meet the needs of the various state agencies and organizations, provide for the required oversight, and to be consistent with A Guide to Project Management Body of Knowledge (PMBOK®) and the Business Analysis Body of Knowledge (BABOK®). It is recognized that this methodology must be scalable to meet the requirements of various sized projects in all agencies.
TCCMS	Tennessee Child Care Management System
TCSES	The Tennessee Child Support Enforcement System
TDHS	Tennessee Department of Human Services
TLCS	Tennessee Licensed Care System
TOP	Treasury Offset Program
USDA	United States Department of Agriculture

## Appendix 2

### Overview of the Enterprise System Modernization Project

Tennessee Department of Human Services (TDHS) is pursuing a major renovation of its core systems through the Enterprise System Modernization (ESM) project to significantly improve business processes, achieve the core business imperatives and at the same time reduce risks of its aging legacy applications in not meeting business needs, including:

- a. Improve usability and support of core eligibility processes by replacing the Family Assistance (FA) system (ACCENT) with new web based components that support, among other capabilities, robust consumer self-service, electronic (paperless) services and real-time reporting and enhanced business intelligence capabilities. Replacement of the support systems for claims tracking (COTS) and appeals (ARTS) will also be required. The intent of this project is to move all eligibility processes and benefits management for TDHS FA services onto a new TDHS Service-Oriented Architecture (SOA) Enterprise Platform which will be developed as a part of this project;
- b. Improve usability and functionality supporting Child Support Enforcement (CSE) through the replacement of the legacy CSE system, Tennessee Child Support Enforcement System (TCSES). Providing, among other capabilities a web based user interface, improved reporting of all aspects of CSE operations and enhanced business intelligence capabilities. The intent of this project is to leverage the new TDHS SOA Enterprise Platform to support the modernization and retirement of the legacy CSE system;
- c. Consolidate the child care licensing business processes and the systems supporting these processes (TCCMS and TLCS) by leveraging the new TDHS SOA Enterprise Platform to the extent possible.

### Vision

The TDHS Enterprise System Modernization vision is to deploy a set of well-integrated systems (enterprise) aligned with and capable of supporting TDHS' customer-focused model of practice that includes:

- a. Robust self-service, coordination of services to achieve efficiency and effectiveness and ability to establish universal workload distribution where and when possible;
- b. Contemporary technology with a modern look and feel;
- c. Technology that is cost-effective to operate and maintain;
- d. Technology that is fully adaptable and extensible as business conditions and TDHS strategies change;
- e. Ability to leverage shared technology and business components, when possible; and
- f. Incremental modernization over a number of achievable phases delivering value early and often.

### Business Imperatives for Modernization

- a. **Self-Service:** Increase the choice of self-service channels and the proportion of robust self-service available to Tennessee citizens
- b. **Customer-centric Operations:** Provide a customer-centric approach for key touch points through the life of a case from intake to case and benefits management processes, regardless of location of the end user

## ATTACHMENT 6.6.1 – PRO FORMA CONTRACT

- c. **Data Access:** Ensure that access to and coordination of information is managed in alignment with the TDHS decision support needs and in compliance with Federal and State law
- d. **Customer-centric Service Management and Reporting:** Actively manage the efficacy and cost of services through customer-centric coordination of services, benefits and reporting methods/metrics
- e. **Customer-centric Information:** Identify solutions and processes that allow identification of citizens and families across programs and jurisdictions
- f. **Process Standardization:** Standardize and streamline processes to improve internal efficiencies, reduce dependence on the customer and worker location and enable data sharing across TDHS Programs
- g. **Responsiveness:** Reduce the time required to gather, process and share information necessary for the provision of services and benefits, as well as the reporting on those services and benefits
- h. **Eliminate Distributed Paper Handling:** Improve office efficiency and flexibility through the elimination of paper handling for most application and case processing
- i. **Universal Case Load:** Track case workload across TDHS to support more effective management of staff resources
- j. **Centralization of Mail:** Streamline the handling of physical mail across TDHS to improve efficiency and alignment with other process streamlining and technology changes
- k. **Usability:** Deploy systems using familiar and consistent tools and user interfaces organized for ease of use
- l. **Change-Ready Systems:** Ensure that all business critical TDHS systems are designed for long-term use and have the capacity to be extensible, scalable, flexible and adaptable to the reality of future policy, program and practice changes
- m. **Interoperability and Investment Protection:** Ensure that any enterprise data interchange, aggregation and analytics solutions coexist well with existing agency systems thus protecting existing investments
- n. **Migration away from Mainframe Technology:** As TDHS moves to other technologies for new systems and as the mainframe costs increase it is important for TDHS to migrate systems away from existing mainframe systems
- o. **High Availability and Performance:** Provision of better system availability and consistent performance
- p. **Innovation:** Drive innovation and improvement through the ability to analyze data that leads to better information analysis and knowledge that supports actions to improve performance and anticipate future needs
- q. **Change Management and Communication:** Implement and maintain a robust communication plan and change management activities (e.g. awareness, leadership and participation campaigns and training) that ensure that stakeholders at all levels are aware of and understand the Modernization efforts and how planned deployments will impact end users' work to include participation and feedback through two-way communication

**ATTACHMENT 6.6.1 – PRO FORMA CONTRACT****Description of the TDHS Legacy Systems Currently Supporting the Programs of ESM**

**ACCENT** – The Automated Client Certification and Eligibility Network for Tennessee (ACCENT) is a transfer system from the State of Ohio and was fully deployed in Tennessee in 1993. Significant customization was required to meet the State's requirements. ACCENT is an integrated solution, built on legacy mainframe technologies, to support eligibility processing for TANF, SNAP, and Medicaid. Tennessee Health Care Finance and Administration (HCFA) is in the process of procuring a modern solution for Medicaid eligibility; therefore, Medicaid eligibility is not within the scope of ESM. With about 4,000 users, ACCENT manages over 31,000 TANF/AFDC assistance units as well as over 550,000 SNAP assistance units. More than \$140 million are deposited each month into Client EBT accounts.

**ARTS** – The Appeals Resolution Tracking System (ARTS) was written in-house and implemented in January of 2005. It is a Windows application with about 800 users which was written using Visual Studio .NET 2003 with a SQL Server database. ARTS is used to track appeals filed by individuals who are dissatisfied with any action or inaction when applying for or receiving services in any program administered by TDHS. Appeals filed are tracked from inception through resolution. Administrative Disqualification Hearings are also tracked in ARTS. Available processes include: appeal related documents are scanned into the system and manually classified, conciliatory efforts are tracked by manual diary, automated creation of tasks in work queues, recording manually scheduled hearings on dockets, generating letters to clients, and creation of flat files for ACCENT. Reports can be generated based on the number of actions recorded such as the number of appeals filed, status of appeals, and identification of appeal by program.

**BacTrak** – BacTrak is a support application that records and tracks fingerprints submitted to the Tennessee Bureau of Investigation (TBI) and the FBI from employees of Child Care and Adult Care providers, as well as state employees who work for TDHS. The fingerprints are submitted as a part of conducting background checks. BacTrak records and tracks the statuses and results of background checks, generates reports, and produces printed notices. This system went live on August 1, 2012. BacTrak is a web Application using Java 1.6 running on JBOSS EAP 5.1 with Oracle DB 11g.

**COTS** – The Claims Online Tracking System (COTS) is used to track all SNAP and TANF benefit overpayment claims. The system is primarily used to capture specific information about the claim including recipient information, overpayment periods and amounts, classification, accounting and payments, and associating notes or narratives. It is also used for Federal reporting. COTS interfaces with the SNAP and TANF Eligibility Determination system (ACCENT), Tennessee Education Lottery Corporation, FNS Treasury Offset Program system (TOP) and FNS Electronic Disqualification Recipient System (EDRS). With approximately 6,100 users, COTS manages over 185,000 TANF/AFDC claims and disqualifications as well as more than 590,000 SNAP claims and disqualifications. It is a mainframe application with an IMS DB/DC database with IMS Teleprocessing. Programs are in COBOL 2 and SAS.

**TCCMS** – The Tennessee Child Care Management System (TCCMS) guides users through the collection of data necessary to determine child care eligibility for a variety of funding streams. It also calculates payments for providers, computes funding usage, and prepares financial data. It manages the cases of about 30,000 children and makes monthly payments of over \$10 million to approximately 2,800 child care providers. TCCMS was implemented in the first quarter of 1998, and it is built on a Sun Solaris (UNIX) platform.

**TCSES** – The Tennessee Child Support Enforcement System (TCSES) is a transfer system from Texas that required significant modifications to accommodate Tennessee's business needs. TCSES is a large mainframe system and has been in use for 21 years. TCSES achieved Level III federal certification for its full compliance with the requirements mandated by PRWORA in 2004. TCSES supports the agency with eight major functions: case initiation, enforcement, locate, financial processing, case management, reporting, establishment, and security and privacy. With over 3,000 users, TCSES manages approximately 370,000 active cases, collecting and distributing approximately \$1.75 million each day.

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**TLCS** – The Tennessee Licensed Care System (TLCS) supports and aids in the case management functions of staff charged with regulating Child Care and Adult Care facilities. The system stores and retrieves licensing information and collects and maintains data pertaining to providers, fees and employee information, with associated multilevel agency reporting. The system went live on August 1, 2014. It was developed as a stand-alone system because the functions it addresses were not encompassed by the eligibility system then under development. TLCS is a web application using Java 1.7 running on JBOSS EAP 6.1 with Oracle DB. It has approximately 260 users and 110 screens.

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**CONTRACT**  
**BETWEEN THE STATE OF TENNESSEE,**  
**DEPARTMENT OF HUMAN SERVICES**  
**AND**  
**CONTRACTOR NAME**

This Contract, by and between the State of Tennessee, Department of Human Services (“State”) and **Contractor Legal Entity Name** (“Contractor”), is for the provision of quality assurance services for the State’s Enterprise System Modernization project, as further defined in the "SCOPE." State and Contractor may be referred to **herein** individually as a “Party” or collectively as the “Parties.”

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**

The Tennessee Department of Human Services (TDHS) plans to modernize and replace its legacy information systems necessary to support the Temporary Assistance for Needy Families (TANF), Supplemental Nutrition Assistance Program (SNAP), Child Care Services, and Child Support Enforcement programs. This effort has been designated the TDHS Enterprise System Modernization (ESM) project. The vision of the ESM project is to deploy a set of well-integrated systems aligned with and capable of supporting TDHS’ customer-focused model of practice. The project will utilize an enterprise approach which places emphasis on establishing a set of standards for the hardware, software, interoperability, data governance, management and operations, and hosting of the technical solutions supporting these programs. Together these programs serve over two million Tennesseans and support over three thousand (3,000) TDHS employees. The key enabler of this approach will be the Enterprise Platform, a Service-Oriented Architecture (SOA) foundation based on standardized technology infrastructure components and interoperable technical and business services. Five (5) key distinct solution components of the enterprise platform that, together, support the core functional capabilities are:

- a. Integrated Eligibility Application and Screening/Application/Determination (SAD) – Common rules engine to determine eligibility and benefits for TDHS programs;
- b. Portal – Includes user interface and user experience management, access control, collaboration, communications, and document search capabilities;
- c. Enterprise Information Exchange – Includes discovery services, application and data integration, consent management, and security management;
- d. Master Data Management (MDM) – Includes master person index, master provider index and record locator service; and
- e. Analytics and Business Intelligence – Includes integration, analysis and delivery of analytics in the form of alerts and notifications and reports.

**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. Quality Assurance. The Contractor shall perform quality assurance (“QA”) services as set forth in this Contract for the State’s Enterprise System Modernization (“ESM”) project (the “Project”) in consultation with and under the direction of the State. The Contractor shall be compensated for QA services based on the actual number of hours worked by the QA team in accordance with Section C.3.

**ATTACHMENT 6.6.2 – PRO FORMA CONTRACT**

The Contractor shall assist the State with the review and assessment of Design, Development and Implementation (“DDI”) services and deliverables provided under separate contract with the State. The Contractor will not be directly responsible for delivery of such services, however, it shall report to the State any deviations from the DDI contractor’s Master Project Plan in a format approved by the State.

The Contractor shall be responsible for performing Quality Assurance Services activities, including without limitation:

- a. Review and recommendations for project management, organization, and for project management planning documents;
  - b. Evaluation of Project progress, resources, schedules, work flow, and reporting. At a minimum, provide a monthly status report and review in a monthly meeting with the State team within fifteen (15) days of the end of the previous month;
  - c. Review and recommendations as to State staffing plans to ensure they sufficiently meet Project requirements;
  - d. Review and advise the State regarding DDI services and deliverables, and prepare and deliver to the State a written report regarding such deliverables with recommendations as requested by the State. The Contractor shall be required to attend meetings scheduled by the DDI team;
  - e. Assist the State in preparing for Independent Verification and Validation (IV&V) reviews by examining Project process and deliverables for compliance with IV&V requirements; and assist the State in evaluating findings and recommendations from the IV&V Assessment Review reports. The Contractor shall be required to attend meetings scheduled by the IV&V team;
  - f. Review and evaluation of risks to successful completion of the ESM Project. Upon identification of any risk(s), the Contractor shall report on the risks to the successful implementation of the Project and the potential level of severity of said risks. The Contractor shall recommend mitigation and/or resolution strategies to manage and/or eliminate the identified risks;
  - g. Assess the activities and progress of all phases of the ESM Project, with an emphasis on System Integration and User Acceptance Testing, Conversion, Pilot, and Implementation. The Contractor shall provide recommendations, as necessary, for addressing any issues relative to the successful completion of these project phases, including detailed recommendations in each area of the project phases specifying what can be done immediately and in the long term to improve in said area. These recommendations shall be provided to the State within five (5) business days of State’s initial request.
- A.3. Project Kickoff. The Contractor, in conjunction with the State project team, shall plan and conduct the Project Kickoff Meeting and perform an Initial Project Assessment. The Project Kickoff Meeting shall occur within ten (10) business days following the effective date of this Contract or as mutually agreed upon by the parties. The Contractor shall produce a Project Approach document after this assessment and secure State approval prior to considering the document final. The Contractor shall submit the Project Approach document to the State within ten (10) business days following the Project Kickoff Meeting unless there is a written change mutually agreed to with the State. The Project Approach document will include without limitation:
- a. A detailed description of how the Contractor will coordinate work with the State and the DDI Contractor,
  - b. A list of key personnel related to services provided by the Contractor, and

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- c. A clear description of the methodology for the project; how the goals of the project are addressed; how risks, impacts, and constraints for ESM are assessed; and how progress, findings and recommendations are reported and communicated in a clear and effective manner.

A.4. Master Project Plan.

- a. After review of the DDI Contractor's Master Project Plan, the Contractor shall create a Master Project Plan that includes the work breakdown structure and submit it to the State within twenty (20) business days following the initial receipt of the DDI Contractor's Project Plan or as mutually agreed upon by the parties.
- b. The State will review the Master Project Plan and provide feedback to the Contractor. The Contractor shall obtain the State's written approval of the Master Project Plan prior to commencing any other services and deliverables specified in the Scope of Services.
- c. The State-approved Master Project Plan and any amendments thereto, shall be incorporated herein by reference.
- d. The Contractor shall update the Master Project Plan bi-weekly (every two weeks) throughout the term of the contract to reflect actual project progress against planned activities and previously approved changes and shall review the progress made during the bi-weekly interval meeting with the State Project Manager. In those meetings, the Contractor will also review issues, project risks, and risk mitigation approaches.
- e. If the Contractor identifies changes to the State-approved Master Project Plan, the Contractor shall request the State's approval of said changes before updating the State-approved Master Project Plan. The Contractor shall not apply any changes to the State-approved Master Project Plan without prior written State approval.
- f. Upon completion of each milestone, the Quality Assurance Manager shall demonstrate in a presentation to the State that all planned activities for that milestone were completed appropriately. The Contractor shall not apply a completion update to the State-approved Master Project Plan without prior written State approval.
- g. Any deviation from the State-approved Master Project Plan must be reported to and approved by the State.

A.5. Components of Master Project Plan. The Master Project Plan shall contain all activities and tasks required to complete the scope of services for this Contract. This Master Project Plan shall use MS Project format and include the following:

- i. Work Breakdown Structure (WBS): Tasks required and the relationships to each other
- ii. Schedule: Estimated start and completion dates, actual start and completion dates, estimated and actual task hours, and completion percentage for all in-process tasks, including critical deadlines and milestones for Contractor and State deliverables. This information shall be presented in a Gantt chart.
- iii. Resource loading: For both Contractor and State personnel by task with estimated hours. A summary of total Contractor and State hours by phase is required.
- iv. Timeframes: For State review and approval of deliverables as described in Contract Section A.2.

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- v. Critical Path: With parallel and dependent project tasks.
- vi. Assumptions and constraints: Those associated with the Master Project Plan.
- vii. Accommodation for working with State Staff: Within the State's Work-Day constraints. The State's standard business hours are 8:00 a.m. to 4:30 p.m. Central Time, Monday through Friday, except State Office Holidays.
- viii. Communication Management Plan: The Contractor shall create a Communication Management Plan that defines the framework for communications. The plan shall describe how project communications are planned, structured, monitored, and controlled. The Contractor shall establish methods of communication such as meeting agendas and minutes, protocols for webcast meetings, standards for information to be included in communications, etc. The Contractor shall also define the approach by which all project management teams plan and manage communications for their project.

- A.6. Project Repository: The Contractor shall provide a central project repository for all documentation produced for Quality Assurance activities. The project repository shall reside on the State's network, and shall be made accessible to all appropriate State staff as approved by the State Project Manager. The Contractor shall use software for the repository that is preapproved by the State. The State's current software standard is SharePoint.

Access to the Project Repository shall be limited to the Contractor's employees who are assigned to provide services under the Contract that, because of their nature and scope, require such access. Employees of Contractor who require such access shall be required to complete and sign a confidentiality/nondisclosure agreement and a security agreement before access to State Data is provided

- A.7. Contractor QA Project Team and Organization: The Contractor shall staff the QA project team appropriately to assure that it can meet the responsibilities defined in this contract in an efficient, effective, and timely manner.

- a. Quality Assurance Manager. The Contractor shall assign a QA Manager who, with the support of the State Project Manager, shall have the primary responsibility for: managing and leading the Contractor's QA activities and team; developing plans and schedules; and reporting progress periodically to the State Project Manager and Project Management team. The Contractor QA Manager shall lead the QA tasks for reviewing and providing feedback on Project processes, deliverables, and activities for planning, development, testing, integration, performance, regression, acceptance testing, training, and implementation of the Project.

The Contractor QA Manager shall interact with the State Project Manager and other State personnel as necessary to satisfy the requirements of the Contract. The Contractor QA Manager shall also attend formal meetings with other State groups, as determined necessary by the State Project Manager during the course of the Project. In the meetings, the Contractor QA Manager will present information, provide feedback, and answer questions if requested by the State.

The QA Manager shall have worked on the Requirements Definition workstreams included in the ESM Feasibility Study contract.

The QA Manager shall have at a minimum the following qualifications:

- i. Quality assurance experience for a large systems project.

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- ii. Requirements definition project experience.
  - iii. Recent project experience in human service or social service systems environments, with specific experience in TANF, SNAP, child care services, and/or child support programs.
  - iv. Experience with the principles of the Project Management Body of Knowledge (PMBOK®). Current certification as a Project Management Professional (PMP) by the Project Management Institute (PMI) preferred.
  - v. Participation in the Requirements Definition workstreams included in the ESM Feasibility Study contract.
- b. Quality Assurance Analysts. The Contractor shall assign QA Analysts who will support the QA Manager in meeting contract responsibilities. These activities will include conducting QA tasks for reviewing and providing feedback on Project processes, deliverables, and activities for planning, development, testing, integration, performance, regression, acceptance testing, training, and implementation of the Project. As needed, the QA analysts shall attend relevant meetings with State groups and the DDI Contractor. Each QA Analyst shall have at a minimum the following qualifications:
- i. Quality assurance experience for a large systems project.
  - ii. Requirements definition project experience.
  - iii. Recent project experience in human service or social service systems environments, with specific experience in TANF, SNAP, child care services, and/or child support programs *preferred*.
- It is the State's preference for the QA analysts to also be part of the Requirements Definition workstreams included in the ESM Feasibility Study contract.
- c. QA Project Site. The State expects the Contractor's QA team to function as an integral part of the State project team. The State's Project Site will be located at: Citizens Plaza Building, 400 Deaderick Street, Nashville, TN 37243. The Contractor shall perform all QA Services at the State's Project Site unless otherwise approved by the State.
- d. Supplies and Equipment. The Contractor shall provide all supplies and equipment for Contractor staff. The Contractor shall ensure that equipment meets minimum State platform requirements and that desktop computer and laptop devices connected to the State's network are current with operating system patches and antivirus software. The Contractor shall provide office automation software for Contractor staff that is in compliance with minimum State platform requirements. In addition, the Contractor shall be responsible for all long-distance telephone and Contractor employee parking costs.
- e. Compliance with State Security Policies and Procedures. The Contractor shall comply with all State security and other policies and procedures. Should it be determined that any fault in the State network (virus, worm, etc.) can be traced to an action taken (or not taken) by the Contractor, the Contractor shall be fully responsible for all remedial actions taken and all expenses incurred to correct the fault.
- f. Staff Management and Administrative Support. The Contractor shall provide day-to-day management of its staff. The Contractor shall provide administrative support for its staff and activities.
- g. State Approval. The initial Contractor QA Project Team and any subsequent replacement of team members and back-up staff shall require approval by the State. The Contractor

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shall be permitted to add or remove team positions during the Contract, as approved by the State. Changes to personnel will be submitted with three (3) weeks of prior notice and suitable replacements must be presented to the State within seven (7) days of the notice. During the term of the contract, the State may require a replacement, upon reasonable notice, if concerns about the qualifications, performance, or availability of individual Contractor team members should arise. All Contractor personnel replacements must be made with individuals of equivalent or greater qualifications and skills.

- A.8. State QA Tasks: The State project team will perform the following tasks in support of the Contractor's QA Services tasks:
- a. Provide direct management and oversight with regard to the provision of DDI services;
  - b. Review and approve the Contractor's overall QA Plan and QA deliverable standards;
  - c. Provide guidance in developing and implementing State quality assurance standards and procedures for reporting to State management;
  - d. Review and approve plans and schedules for addressing identified Integration Vendor deficiencies; and
  - e. Communicate the findings of the IV&V project reviews and assist in the development of a plan and schedule for addressing the deficiencies identified by the IV&V Assessment Review reports.
- A.9. State QA Project Team: The State will provide State staff to support the Contractor's QA responsibilities. During the contract term, State staff will not report to Contractor staff, and Contractor staff shall not assign tasks to State staff. State staff will not be responsible for the completion of Contractor-assigned deliverables per this contract. At the State's discretion, State personnel may be substituted, added or removed.
- a. Executive Steering Committee (ESC): The Executive Steering Committee, appointed by TDHS executive staff, will provide executive-level guidance and governance for the duration of the Project.
  - b. Operations Steering Committee (OSC): The Operations Steering Committee, appointed by TDHS executive staff, will provide operational-level guidance and governance for the duration of the Project.
  - c. State Project Manager. The State Project Manager will oversee day-to-day project activities and will be the Contractor's point of contact for all Quality Assurance activities.
  - d. Other State Staff. The State will assign other State staff as necessary to complete the work and to review deliverables. The Contractor is expected to work with these assigned State staff for the duration of the ESM Project as necessary to complete QA activities.
- A.10. Work Space and Resources:
- a. The State will provide workspace and internet access for all full-time Contractor staff working at the project site, as needed.
  - b. The State will provide access to State applications and remote access to State data resources, if necessary, as approved by the State and utilizing State standard software, policies, and procedures.
  - c. The State will provide access and availability to the Contractor to all federal, State, program/policy and current ESM documentation as necessary for the Contractor to fulfill

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its responsibilities for this contract. All documentation provided by the State that is not publically available should be considered confidential and should not be shared in any form without written consent from the State.

- A.11. 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.12. 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.

**B. TERM OF CONTRACT:**

- B.1. This Contract shall be effective for the period beginning December 7, 2016 (the “Effective Date”) and ending on June 30, 2023. The Contractor hereby acknowledges and affirms that the State shall have no obligation for Contractor services or expenditures that were not completed within this specified contract period.
- B.2. Contractor shall commence performance of Quality Assurance services set forth in Section A of this Contract on or about July 1, 2018, or other date mutually agreed upon by the State and Contractor following completion of the Feasibility Study conducted in connection with the ESM Project under separate contract.

**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

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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:

<b>Goods or Services Description</b>	<b>Amount</b> (per compensable increment)
Quality Assurance Services - Manager Year 1 Services	\$ <b>Number</b> per hour
Quality Assurance Services - Analyst Year 1 Services	\$ <b>Number</b> per hour
Quality Assurance Services - Manager Year 2 Services	\$ <b>Number</b> per hour
Quality Assurance Services - Analyst Year 2 Services	\$ <b>Number</b> per hour
Quality Assurance Services – Manager Year 3 Services	\$ <b>Number</b> per hour
Quality Assurance Services – Analyst Year 3 Services	\$ <b>Number</b> per hour
Quality Assurance Services - Manager Year 4 Services	\$ <b>Number</b> per hour
Quality Assurance Services - Analyst Year 4 Services	\$ <b>Number</b> per hour
Quality Assurance Services - Manager Year 5 Services	\$ <b>Number</b> per hour
Quality Assurance Services - Analyst Year 5 Services	\$ <b>Number</b> per hour

Hours billed must be in accordance with the Master Project Plan approved in writing by the State. Changes to the Master Project Plan must be approved by the State in writing prior to the Contractor conducting the work.

- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel time, travel expenses, meals, or lodging.

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- 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 specified 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:

Lawrence Sanders, ESM Director of Operations  
 Tennessee Department of Human Services  
 Citizens Plaza Building, 5th floor  
 400 Deaderick Street  
 Nashville, TN 37243

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

**ATTACHMENT 6.6.2 – PRO FORMA CONTRACT**

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:

Lawrence Sanders, ESM Director of Operations  
 Tennessee Department of Human Services  
 Citizens Plaza Building, 5th floor  
 400 Deaderick Street  
 Nashville, TN 37243  
[Lawrence.Sanders@tn.gov](mailto:Lawrence.Sanders@tn.gov)  
 Telephone # (615) 253-3337

The Contractor:

**Contractor Contact Name & Title**  
**Contractor Name**  
**Address**  
**Email Address**  
**Telephone # Number**  
**FAX # Number**

**ATTACHMENT 6.6.2 – PRO FORMA CONTRACT**

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.

**ATTACHMENT 6.6.2 – PRO FORMA CONTRACT**

- 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 A, 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.

## ATTACHMENT 6.6.2 – PRO FORMA CONTRACT

- D.13. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested in a format approved by the State.
- 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,

**ATTACHMENT 6.6.2 – PRO FORMA CONTRACT**

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

**ATTACHMENT 6.6.2 – PRO FORMA CONTRACT**

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 or disqualified.

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, regulations, and requirements in the performance of this Contract, including without limitation:

- a. Executive Order 11246, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60);

(Executive Order 11246 prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.)

- b. All applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h));

**ATTACHMENT 6.6.2 – PRO FORMA CONTRACT**

- c. All applicable standards, orders or requirements issued under the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) that prohibit the use under non-exempt Federal contracts, and grants or loans to facilities included on the EPA list of Violating Facilities;
  - d. The Anti-Lobbying Act (18 U.S.C. § 1913), which prohibits the recipients of federal contracts, grants, and loans from using appropriated funds for lobbying the Executive or Legislative Branches of the federal government in connection with a specific contract, grant, or loan;
  - e. The Drug-Free Workplace Act of 1988 (41 U.S.C. 701) and provisions of Tenn. Code Ann. § 50-9-101 et. seq.;
  - f. Reservation by the State and federal government of a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal government purposes, the copyright in any work developed under a grant, sub-grant, or contract under a grant or sub-grant or any rights of copyright to which a contractor purchases ownership;
  - g. Reservation by the State of all ownership rights in software or modifications thereof and associated documentation designed, developed or installed with Federal financial participation; and
  - h. The Americans with Disabilities Act (28 CFR Part 35, Title II, Subtitle A) prohibiting discrimination on the basis of disability in all services, programs, and activities provided to the public by State and local governments, except public transportation services.
- 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 Attachment A;

**ATTACHMENT 6.6.2 – PRO FORMA CONTRACT**

- 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.

**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. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible personal property furnished by the State for the Contractor's use under this Contract. Upon termination of this Contract, all property furnished by the State shall be returned to the State in the same condition as when received, less reasonable wear and tear. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the fair market value of the property at the time of loss.

E.4. Prohibited Advertising or Marketing. The Contractor shall not suggest or imply in advertising or marketing materials that Contractor's goods or services are endorsed by the State. The restrictions on Contractor advertising or marketing materials under this Section shall survive the termination of this Contract.

E.5. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any contract, grant, loan, or cooperative agreement, the

**ATTACHMENT 6.6.2 – PRO FORMA CONTRACT**

Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- E.6. 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 34501-11516 (Attachment 6.2, Item B.15.) 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.7. 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.8. Partial Takeover of Contract. The State may, at its convenience and without cause, exercise a partial takeover of any service that the Contractor is obligated to perform under this Contract, including any service which is the subject of a subcontract between Contractor and a third party (a "Partial Takeover"). A Partial Takeover of this Contract by the State shall not be deemed a breach of contract. The Contractor shall be given at least thirty (30) days prior written notice of a Partial Takeover. The notice shall specify the areas of service the State will assume and the date the State will be assuming. The State's exercise of a Partial Takeover shall not alter the Contractor's other duties and responsibilities under this Contract. The State reserves the right to withhold from the Contractor any amounts the Contractor would have been paid but for the State's exercise of a Partial Takeover. The amounts shall be withheld effective as of the date the State exercises its right to a Partial Takeover. The State's exercise of its right to a Partial Takeover of this Contract shall not entitle the Contractor to any actual, general, special, incidental, consequential, or any other damages irrespective of any description or amount.

- E.9. Survival. The terms, provisions, representations, and warranties contained in Sections A, D.20, E.2 and E.4 of this Contract shall survive the completion of performance, termination or expiration of this Contract.

**IN WITNESS WHEREOF,**

**CONTRACTOR LEGAL ENTITY NAME:**

**ATTACHMENT 6.6.2 – PRO FORMA CONTRACT**

---

**CONTRACTOR SIGNATURE**

**DATE**

---

**PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)**

**DEPARTMENT OF HUMAN SERVICES:**

---

**DR RAQUEL HATTER, COMMISSIONER**

**DATE**

## ATTACHMENT A

**ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE**

<b>SUBJECT CONTRACT NUMBER:</b>	
<b>CONTRACTOR LEGAL ENTITY NAME:</b>	
<b>FEDERAL EMPLOYER IDENTIFICATION NUMBER:</b> (or Social Security Number)	

**The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.**

---

**CONTRACTOR SIGNATURE**

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. Attach evidence documenting the individual's authority to contractually bind the Contractor, unless the signatory is the Contractor's chief executive or president.

---

**PRINTED NAME AND TITLE OF SIGNATORY**

---

**DATE OF ATTESTATION**