STATE OF TENNESSEE
DEPARTMENT OF HUMAN SERVICES

REQUEST FOR PROPOSALS # 34513-36116
AMENDMENT # 3
Child Support Enforcement Services 10th JD (Bradley, Polk, McMinn and Monroe Counties)

DATE: December 8, 2015

RFP # 35413-36116 IS AMENDED AS FOLLOWS:

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

EVENT	TIME (central time zone)	DATE
1. RFP Issued		November 6, 2015
2. Disability Accommodation Request Deadline	2:00 p.m.	November 12, 2015
3. Notice of Intent to Respond Deadline	2:00 p.m.	November 13, 2015
4. Written "Questions & Comments" Deadline	2:00 p.m.	November 18, 2015
5. State Response to Written "Questions & Comments"		December 2, 2015
6. Response Deadline	2:00 p.m.	December 15, 2015
7. State Completion of Technical Response Evaluations		January 4, 2016
8. State Opening & Scoring of Cost Proposals	2:00 p.m.	January 5, 2016
9. Negotiations	4:30 p.m.	January 8, 2016
10. State Notice of Intent to Award Released and RFP Files Opened for Public Inspection	2:00 p.m.	January 20, 2016
11. End of Open File Period		January 27, 2016
12. State sends contract to Contractor for signature		January 28, 2016
13. Contractor Signature Deadline	2:00 p.m.	February 4, 2016

2. **Delete RFP # 34513-36116 Amendment 2 Question/Comment #6, in its entirety, and replace it with the revised, highlighted language.** Any sentence or paragraph containing revised or new text is highlighted.

QUESTION / COMMENT	STATE RESPONSE
6 Is the vendor responsible for the cost of filing fees, service of process fees (in-state or out-of-state) or any other legal fees? If so, please provide the total annual costs for the last three years for each type of fee assumed by the vendor.	The current contractor budgets $70,000 per year for service of process, including the use of the local sheriff, a private process server, and service via restricted certified mail. They are not billed for filing fees

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

STATE OF TENNESSEE
DEPARTMENT OF HUMAN SERVICES

REQUEST FOR PROPOSALS # 34513-36116
AMENDMENT # 2
Child Support Enforcement Services 10th JD (Bradley, Polk, McMinn and Monroe Counties)

DATE: December 2, 2015

RFP # 34513-36116 IS AMENDED AS FOLLOWS:

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

EVENT	TIME (central time zone)	DATE
1. RFP Issued		November 6, 2015
2. Disability Accommodation Request Deadline	2:00 p.m.	November 12, 2015
3. Notice of Intent to Respond Deadline	2:00 p.m.	November 13, 2015
4. Written "Questions & Comments" Deadline	2:00 p.m.	November 18, 2015
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10. State Notice of Intent to Award Released and RFP Files Opened for Public Inspection	2:00 p.m.	January 20, 2016
11. End of Open File Period		January 27, 2016
12. State sends contract to Contractor for signature		January 28, 2016
13. Contractor Signature Deadline	2:00 p.m.	February 4, 2016

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

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

	QUESTION / COMMENT	STATE RESPONSE
1	Given that only two companies in the United States are likely to meet the stated bidders' qualifications in this section, would Tennessee consider revising the qualifications to allow other qualified bidders to compete, consistent with the objectives of clear, fair, and open competition required in the Tennessee procurement rules and regulations (Rule 0690-03-01-.05)? For example, would the State consider replacing the existing requirements with the qualifications required for the virtually identical procurement in Tennessee's 27th Judicial District (RFP No. 34513-12715)? These qualifications were: "Provide a statement attesting that the Respondent, either as the responding business entity, or individual controlling the responding business entity, has a minimum of five (5) continuous years of active participation in the administration of IV-D Child Support Services and is currently providing IV-D Child Support services through the operation of a full-service child support office with a caseload of at least 3,000 open IV-D cases." (We recognize that the State may wish to increase the required number of cases from 3,000 given that the 10th Judicial District is larger). A modification of the experience requirements in Section A.7. of the RFP is supported by Tenn. Code Ann. § 12-3-801 ("all procurement specifications. . .shall be worded or designed to permit open and competitive soliciting"); Tenn Comp. R, & Regs, § 0690-03-01.06(1) ("[e]ach written solicitation shall contain. . .technical requirements. . .that allow for open competition where practicable"); Tenn. Comp. R. & Regs. § 0690-03-01.12(1)(a) ("State shall use technical requirements. . .that are non-restrictive"); State ex. rel. Leech v. Wright, 622 S.W.2d	The State cannot agree to the alternative language proposed, as the primary purpose of the experience requirements set forth in Item A.7. of Attachment 6.2 are intended to ensure that the entity providing services has the minimum experience the State believes is required to provide such services for the 10th Judicial District, rather than an individual controlling the entity. The State has considered the argument that such requirement may preclude some potential proposers; however, please note that the caseload threshold stated in Item A.7 represents approximately 80% of the actual caseload in the 10th Judicial District. In other words, the threshold was lowered in order to increase the pool of potential proposers.

	QUESTION / COMMENT	STATE RESPONSE
	807, 815 (Tenn. 1981) ("[a]ll persons or corporations having the ability to furnish the supplies or materials needed, or to perform the work to be done, should be allowed to compete freely without any unreasonable restrictions"); and Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards § 200.319(a) ("procurement transactions must be conducted in a manner providing full and open competition. . . [s]ome of the situations considered to be restrictive of competition include but are not limited to. . . [r]equiring unnecessary experience")	
2	For purposes of transition planning, how many staff are currently employed by the current vendor? Please classify by full- or part-time and permanent versus temporary status. Please include any sub-contractor staff in this accounting.	There are currently 16 full-time staff and 2 temporary staff. The attorney is subcontracted.
3	For purposes of the implementation plan, does the current vendor have an imaging system for the district? If so, what is the type of imaging system (e.g. OnBase, FileNet) and the format of the images? How many images are in the database that will need to be transferred/converted? What proportion of the active cases have been imaged?	The current vendor uses an OnBase Imaging System with TIFF format. The entire caseload is imaged. The system contains 780,507 documents or 2,708,964 pages.
4	Is the first clause intended to read: "For Contract Years One through Two of the Contract"?	Yes. Please see amended language in Section A.8. of RFP Attachment 6.6.
5	What is the definition of "full-time employee"? Does this mean an employee who works 40 hours per week?	A full-time employee is one working 40 hours per week.
6	Is the vendor responsible for the cost of filing fees, service of process fees (in-state or out-of-state) or any other legal fees? If so, please provide the total annual costs for the last three years for each type of fee assumed by the vendor.	The current contractor budgets $7,000 per year for service of process, including the use of the local sheriff, a private process server, and service via restricted certified mail. They are not billed for filing fees
7	Please provide the number of open IV-D cases as of September 30, 2015.	There were 10,988 open IV-D cases in the 10th Judicial District as of September 30, 2015.

	QUESTION / COMMENT	STATE RESPONSE
8	Will the state provide network printers and copiers?	The State will provide network printers and copiers. Models and quantities for that equipment will be determined by the State after contract award.
9	In the last 12 month period, how many court days per month and how many cases on a docket per court day?	Information by County is as follows: Bradley – 5 court days per month with approximately 95 cases per docket Polk – 1 court day per month with approximately 40 cases per docket McMinn – 4 court days per month with approximately 75 cases per docket Monroe – 4 court days per month with approximately 70 cases per docket
10	How many responding and initiating intergovernmental cases are in the 10th Judicial District?	As of October 2015, there were 1,140 Initiating cases and 514 Responding cases.
11	Has the State assessed payment reductions against the contractor in the last five years? If so, please specify nature and amount.	No
12	Will the state provide laptops for access to TCSES and/or electronic documents at court? Will the state provide a laptop to the local manager?	Attorneys and the individual in the Child Support office designated as the office administrator will be provided with State laptops. Laptops will also be provided for Legal Assistants required to be in court on a regular basis.
13	Does the state cover the cost of data usage on the state-provided network connection? If not, please provide the prior 12 months of data charges to the current contractor broken out by month.	The State will provide a Vendor-VPN connectivity option that will connect to the contractor's existing provider (data) connection. The Vendor-VPN cost is covered by the State; however, the required data (Internet) connection will need to be provided and paid for by the contractor.
14	Are there other monthly state provided IT costs charged to the vendor? If so, please provide the prior 12 months of charges broken out by month and category.	There are no other monthly state provided IT costs charged to the vendor.
15	Does the state provide any shared drive access that allows for backing up document libraries contained on the State provided computer equipment? An example would be a locally maintained Windows server?	The State currently does not offer contractors access to shared drives.
16	Would the State also consider excluding all the following from the 200-page restriction (which includes about 60 pages)? • All tabs and dividers	The following will not be included in determining the number of pages of the Technical Response (as specified in Section 3.1.1.2 of the RFP): all tabs and dividers, RFP Attachment 6.2, the Statement of Certifications

	QUESTION / COMMENT	STATE RESPONSE
	• RFP Attachments 6.2-Sections A, B, C Forms • All of Attachment A requirements: – A.1. Statement of Certifications and Assurances – A.3. Bank Reference – A.4. Credit References from vendors – A.5. Credit Bureau document – A.6. Certificate of Insurance C.5. Complete documented Disaster Recovery / Business Continuity Plan	and Assurances, bank reference, credit references from vendors, report(s) from a credit bureau, certificate of insurance, and the Disaster Recovery /Business Continuity Plan.
17	Question 1: Is document imaging currently being used in this district? Question 2: If so, what software/hardware is being used? If more than one piece of hardware is being used, how many pieces of hardware are being used? Question 3: What documents are imaged? Question 4: May we have a report of the average number of pages and documents imaged monthly for the last year?	Document imaging is currently being used in the 10th Judicial District, using OnBase software and one Model #F1-6670A scanner. Information regarding monthly averages for pages and documents scanned is not available. Please see Item #3 for additional information on document imaging.
18	Does the current contractor pay for out-of-state service of process? If so, please provide the average monthly cost.	The current contractor does not pay for out-of-state service for UIFSA matters. However, for local cases being served via long arm through restricted certified mail, the current contractor would pay this cost which is included in the estimate given in Response 6.
19	How much does the district spend in postage each month? Please provide the average number of outgoing pieces of certified mail and first class mail each month.	Postage charges are approximately $1,000 per month. Information regarding the number of outgoing pieces of mail is not available.
20	What State and/or federal grants are currently active for the office?	None
21	What community agencies are currently utilized by the child support office in outreach activities or through referrals to/from the child support office?	No community agencies are utilized at this time.
22	Would the State also consider excluding all the following from the 200-page restriction (which includes about 60 pages)? All tabs and dividers RFP Attachments 6.2-Sections A, B, C All of Attachment A requirements:	Please see response to Item 16 above regarding exclusions from the 200 page restriction.

	QUESTION / COMMENT	STATE RESPONSE
	A.1. Statement of Certifications and Assurances A.3. Bank Reference A.4. Credit References from vendors A.5. Credit Bureau document A.6. Certificate of Insurance C.5. Documented Disaster Recovery/Business Continuity Plan	
23	Is the current office under a Corrective Action Plan or Performance Improvement Plan?	The current office is under a Corrective Action Plan.
24	How many employees are currently on staff?	There are currently 16 full-time employees and two temporary employees on staff.
25	Please provide current job titles with the number of staff assigned to each title.	Administrator – 1 Attorney – 1 Office Supervisor – 1 Legal Assistant – 2 Customer Service Rep/Receptionist – 3 Caseworker - 8
26	Please provide court docketing schedule for each court/magistrate and describe how cases are assigned to each docket (for example: paternity, set, contempt, modification, or a mixture).	Each docket is heard by a Magistrate and contains a mixture of cases from Juvenile, Chancery and Circuit Courts. There is 1 Magistrate for the entire Judicial District, with the following schedule by County: Bradley – Every Thursday and one Monday per month Polk – One Monday per month McMinn – Every Wednesday Monroe – Every Tuesday
27	How are staff attorneys assigned to court/administrative dockets? What are the staff attorney work assignments (for example: court, administrative, staff assistance)?	One staff attorney handles all assignments.
28	How are orders completed after court decision? Are these orders completed in court with a signature and given to parties by court clerk or office staff?	Orders are completed in court and given to parties.
29	Do staff members attend court with the attorney? If so, what are their duties?	Legal Assistants attend court to meet with parties and assist the attorney as needed.
30	Is there TCSES/State mainframe access in the court rooms? Is there access to the internet in the court rooms?	There is no TCSES mainframe access in the courtrooms, nor is there access to the internet.
31	Does the court have an online system of searching for court orders and updating service of process information?	The court does not have an online system.
32	What are the court filing procedures from	Filings are dropped off and picked up weekly

	QUESTION / COMMENT	STATE RESPONSE
	the office to the clerk? How many pleadings are filed on average per day/week/month?	from each clerk by child support staff. Average weekly filings by county are as follows: Bradley (Juvenile, Chancery, Circuit) – 86 Polk (Juvenile, Chancery, Circuit) – 10 McMinn (Juvenile, Chancery, Circuit) – 55 Monroe (Juvenile, Chancery, Circuit) - 35
33	Who hears Circuit/Chancery cases in Bradley, Polk, McMinn & Monroe Counties?	These cases are heard by Magistrates.
34	Are foster care and intergovernmental cases specifically docketed and/or grouped on the court docket as being foster care or intergovernmental, or are they interspersed with other cases?	Foster Care and Intergovernmental cases are interspersed with other cases.
35	How does the staff currently obtain copies of local court orders that are not in their case file?	Copies are requested from the Court Clerk.
36	Please clarify A.41 with A.76 in that the State will offer at no charge to the Contractor telephone interpreter service. Does that also mean translation of documents and use of interpreters in the court room?	Section A.41. of the *Pro Forma* Contract (RFP Attachment 6.6) states that the contractor shall provide telephone equipment necessary to comply with Title VI requirements, whereas Section A.76 provides that the contractor will not be responsible for the cost of telephone interpreter service (interpretation from one language to another). The contract does not require, nor will the State provide, document translation or courtroom interpreter services at no charge to the contractor.
37	Please provide the following call volume statistics for the past 12 months: • Average daily call volumes; • Average weekly call volumes; • Monthly call volumes; • Busy Hour Traffic (the number of calls there are during the busiest hour of operation of the telephone system); • Average call duration; • Average wrap up time; and • How many voice mails/message are left by customers each month.	Please provide the following call volume statistics for the past 12 months: • Average daily call volumes: 271 • Average weekly call volumes: 1370 • Monthly call volumes: 5,500 • Busy Hour Traffic (the number of calls there are during the busiest hour of operation of the telephone system): 65 • Average call duration: 3:11 • Average wrap up time: 2:06 • Voice mails/messages left by customers each month: 109
38	What security measures are currently in place at the current office location	The office has a security alarm.

	QUESTION / COMMENT	STATE RESPONSE
39	Who currently carries out genetic testing for the child support office? What are the current procedures for carrying out genetic testing? Are genetic testing samples drawn at court?	Testing is carried out by DNA Diagnostics staff as well as child support staff. DNA Diagnostics staff are on site on a bi-weekly basis. Genetic samples are drawn at court.
40	How many computers will be available for on-site training and interview rooms in addition to the computers/laptops for FTE staff?	A maximum of 2 computers will be available for interview rooms, and a maximum of 4 for on-site training.
41	The RFP states that proposers must submit six (6) digital copies of the Technical Response in the form of five (5) PDF documents and one (1) Microsoft Office Word 2007 (or later) document recorded onto its own disk or USB flash drive. For clarification, does the State wish that proposers submit six (6) CD-Rs or flash drives, each containing a single file, or does the State want proposers to submit one (1) CDR or flash drive containing one (1) Microsoft Word file and five (5) identical PDF files?	Proposers should submit six CD-Rs or flash drives. Five of the CD-Rs or flash drives should contain a PDF document. One CD-R or flash drive should contain a Microsoft Office Word 2007 (or later) proposal document.
42	Can subcontracting of legal counsel include paralegals / legal assistants to support that legal counsel?	A.3. specifically refers to legal counsel, and all references in this section specifically refer to representation by the legal counsel and do not include paralegals or legal assistants.

3. **Delete RFP Pro Forma Section A.7 (d) in its entirety and insert the following in its place** (any sentence or paragraph containing revised or new text is highlighted)**:**

> Collections on Current Support. As of the end of the final month of each Contract Year, the ratio comparing the total amount of current support disbursed during the Contract Year to the total amount of current support owed during that same period shall at least equal the value for that Year as specified in the following table, or average that value over the term of that Year. All calculations for this performance measure shall be based exclusively on figures presented on the Monthly Performance Measures Reports.

CONTRACT YEAR	MINIMUM REQUIRED LEVEL
1	56.75%
2	57.00%
3	57.25%

4. **Delete RFP Pro Forma Section A.7 (f) in its entirety and insert the following in its place** (any sentence or paragraph containing revised or new text is highlighted)**:**

Payments on Arrears Cases. The ratio comparing the number of IV-D cases in the Contractor's caseload for which an Arrears payment was due to the total number receiving an Arrears payment shall at least equal the values specified in the following table:

PERIOD	MINIMUM REQUIRED LEVEL
As of September 30, 2017	56.00%
As of September 30, 2018	56.50%

5. **Delete RFP Pro Forma Section A.8 in its entirety and insert the following in its place** (any sentence or paragraph containing revised or new text is highlighted)**:**

A.8. For performance Years One and Two of the Contract, the Contractor shall provide a written Corrective Action Plan within sixty (60) days of the date of each letter from the State specifying that one or more of the Performance Standards stated above in A.7.b.-f. was not met, and requesting a Corrective Action Plan. Each Corrective Action Plan submitted in accordance with this Section shall be subject to review and approval by the State. If implementation of the Corrective Action Plan does not result in the Contractor meeting the applicable Performance Standards by the next annual review, the Contractor shall, at the sole discretion of the State, be subject to Contract Payment Reductions as set forth in Attachment A- Performance Requirements and Contract Payment Reductions.

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

STATE OF TENNESSEE
DEPARTMENT OF HUMAN SERVICES

REQUEST FOR PROPOSALS # 34513-36116
AMENDMENT # 1
Child Support Enforcement Services 10th JD (Bradley, Polk, McMinn and Monroe Counties)

DATE: December 1, 2015

RFP # 34513-36116 IS AMENDED AS FOLLOWS:

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

EVENT	TIME (central time zone)	DATE
1. RFP Issued		November 6, 2015
2. Disability Accommodation Request Deadline	2:00 p.m.	November 12, 2015
3. Notice of Intent to Respond Deadline	2:00 p.m.	November 13, 2015
4. Written "Questions & Comments" Deadline	2:00 p.m.	November 18, 2015
5. State Response to Written "Questions & Comments"		December 2, 2015
6. Response Deadline	2:00 p.m.	December 15, 2015
7. State Completion of Technical Response Evaluations		January 4, 2016
8. State Opening & Scoring of Cost Proposals	2:00 p.m.	January 5, 2016
9. Negotiations	4:30 p.m.	January 8, 2016
10. State Notice of Intent to Award Released and RFP Files Opened for Public Inspection	2:00 p.m.	January 20, 2016
11. End of Open File Period		January 27, 2016
12. State sends contract to Contractor for signature		January 28, 2016
13. Contractor Signature Deadline	2:00 p.m.	February 4, 2016

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

STATE OF TENNESSEE
DEPARTMENT OF HUMAN SERVICES

REQUEST FOR PROPOSALS
FOR
CHILD SUPPORT ENFORCEMENT SERVICES
10TH JUDICIAL DISTRICT, TENNESSEE
(BRADLEY, POLK, MCMINN, MONROE COUNTIES)

RFP # 34513-36116

RFP CONTENTS

SECTIONS:

1. **INTRODUCTION**
2. **RFP SCHEDULE OF EVENTS**
3. **RESPONSE REQUIREMENTS**
4. **GENERAL CONTRACTING INFORMATION & REQUIREMENTS**
5. **EVALUATION & CONTRACT AWARD**

ATTACHMENTS:

- **6.1. Response Statement of Certifications & Assurances**
- **6.2. Technical Response & Evaluation Guide**
- **6.3. Cost Proposal & Scoring Guide**
- **6.4. Reference Questionnaire**
- **6.5. Score Summary Matrix**
- **6.6. *Pro Forma* Contract**

EXHIBITS:

- **1 – Performance and Case Historical Data for Tennessee's 10th Judicial District**
- **2 – Summary of the State's Current VPN Tunneling Technology**

1. INTRODUCTION

The State of Tennessee, Department of Human Services, 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 purpose of this procurement is to award a contract for the provision of child support enforcement services in Tennessee's 10th Judicial District, which consists of Bradley, Polk, McMinn, and Monroe Counties in Southeast Tennessee. Performance and Case Historical Data for Tennessee's 10th Judicial District is presented as Exhibit 1 to this RFP.

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

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

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

The *pro forma* contract substantially represents the contract document that the successful Respondent must sign.

1.3. Nondiscrimination

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

1.4. RFP Communications

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

RFP # 34513-36116

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
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 www.tn.gov/businessopp/ 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
15th Floor, Citizens Plaza Building
400 Deaderick Street
Nashville, TN 37243-1403
Telephone: (615) 313-5711
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 1.7).

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/generalserv/cpo/sourcing_sub/rfp.shtml.

1.4.8. The State reserves the right to determine, at its sole discretion, the appropriateness and adequacy of responses to written comments, questions, and requests related to this RFP. The State's official, written responses will constitute an amendment of this RFP.

1.4.9. Any data or factual information provided by the State (in this RFP, an RFP amendment or any other communication relating to this RFP) is for informational purposes only. The State will make reasonable efforts to ensure the accuracy of such data or information; however, it is the Respondent's obligation to independently verify any data or information provided by the State. The State expressly disclaims the accuracy or adequacy of any information or data that it provides to prospective Respondents.

1.5. Assistance to Respondents With a Handicap or Disability

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

1.6. Respondent Required Review & Waiver of Objections

1.6.1. Each prospective Respondent must carefully review this RFP, including but not limited to, attachments, the RFP Attachment 6.6., *Pro Forma* Contract, and any amendments, for questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively called "questions and comments").

1.6.2. Any prospective Respondent having questions and comments concerning this RFP must provide them in writing to the State no later than the Written Questions & Comments Deadline detailed in the RFP Section 2, Schedule of Events.

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

1.7. 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

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.

1.8. 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		November 6, 2015
2. Disability Accommodation Request Deadline	2:00 p.m.	November 12, 2015
3. Notice of Intent to Respond Deadline	2:00 p.m.	November 13, 2015
4. Written "Questions & Comments" Deadline	2:00 p.m.	November 18, 2015
5. State Response to Written "Questions & Comments"		December 1, 2015
6. Response Deadline	2:00 p.m.	December 14, 2015
7. State Completion of Technical Response Evaluations		December 30, 2015
8. State Opening & Scoring of Cost Proposals	2:00 p.m.	January 4, 2016
9. Negotiations	4:30 p.m.	January 7, 2016
10. State Notice of Intent to Award Released and RFP Files Opened for Public Inspection	2:00 p.m.	January 19, 2016
11. End of Open File Period		January 26, 2016
12. State sends contract to Contractor for signature		January 27, 2016
13. Contractor Signature Deadline	2:00 p.m.	February 3, 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 1.7).

3. RESPONSE REQUIREMENTS

3.1. Response Form

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

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

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

3.1.1.1. A Respondent 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 Technical Response should be economically prepared, with emphasis on completeness and clarity, and should NOT exceed two hundred (200) pages in length (maps, graphs, charts, financial statements, as noted and included as an appendix will not count against this page limit). 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 oversize exhibits are permissible) and all text must be at least a 12 point font. 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 # 34513-36116 TECHNICAL RESPONSE ORIGINAL"

and six (6) digital copies of the Technical Response consisting of five (5) digital PDF documents and one (1) digital document in Microsoft Office Word 2007 (or later), each properly recorded on its own otherwise blank, standard CD-R recordable disc or USB flash drive labeled:

"RFP # 34513-36116 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 # 34513-36116 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 # 34513-36116 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 # 34513-36116 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 # 34513-36116 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 # 34513-36116 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
p. 615-741-1075
nicholas.edwards@tn.gov
tn.gov/generalservices/

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

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 1.7). 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., *Pro Forma* Contract, Section C).

4.9.3.3. The Respondent awarded the Contract resulting from this RFP shall accept the State's Purchasing Card ("P-Card") as a form of payment at no cost to the State.

4.9.3.4. 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

5.1. Evaluation Categories & Maximum Points

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

EVALUATION CATEGORY	MAXIMUM POINTS POSSIBLE
General Qualifications & Experience (refer to RFP Attachment 6.2., Section B)	**30**
Technical Qualifications, Experience & Approach (refer to RFP Attachment 6.2., Section C)	**40**
Cost Proposal (refer to RFP Attachment 6.3.)	**30**

5.2. Evaluation Process

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

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

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

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

a. the response adequately meets RFP requirements for further evaluation;

b. the State will request clarifications or corrections for consideration prior to further evaluation; or,

c. the State will determine the response to be non-responsive to the RFP and reject it.

5.2.1.3. Proposal Evaluation Team members will independently evaluate each Technical Response (that is responsive to the RFP) against the evaluation criteria in this RFP, and will score each in accordance with the RFP Attachment 6.2., Technical Response & Evaluation Guide.

5.2.1.4. For each response evaluated, the Solicitation Coordinator will calculate the average of the Proposal Evaluation Team member scores for RFP Attachment 6.2., Technical Response & Evaluation Guide, and record each average as the response score for the respective Technical Response section.

5.2.1.5. Before Cost Proposals are opened, the Proposal Evaluation Team will review the Technical Response Evaluation record and any other available information pertinent to whether or not each Respondent is responsive and responsible. If the Proposal Evaluation Team identifies any Respondent that does not to 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.

5.3. Contract Award Process

5.3.1 The Solicitation Coordinator will submit the Proposal Evaluation Team determinations and scores to the head of the procuring agency for consideration along with any other relevant information that might be available and pertinent to contract award.

5.3.2. The procuring agency head will determine the apparent best-evaluated Response. To effect a contract award to a Respondent other than the one receiving the highest evaluation process score, the head of the procuring agency must provide written justification and obtain the written approval of the Chief Procurement Officer and the Comptroller of the Treasury.

5.3.3. The State will issue a Notice of Intent to Award identifying the apparent best-evaluated response and make the RFP files available for public inspection at the time and date specified in the RFP Section 2, Schedule of Events.

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

5.3.4. The Respondent identified as offering the apparent best-evaluated response must sign a contract drawn by the State pursuant to this RFP. The contract shall be substantially the same as the RFP Attachment 6.6., *Pro Forma* Contract. The Respondent must sign the contract by the Contractor Signature Deadline detailed in the RFP Section 2, Schedule of Events. If the Respondent fails to provide the signed contract by this deadline, the State may determine that the Respondent is non-responsive to this RFP and reject the response.

5.3.5. Notwithstanding the foregoing, the State may, at its sole discretion, entertain limited 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 ATTACHMENT 6.1.

RFP # 34513-36116 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., *Pro Forma* Contract 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., *Pro Forma* Contract.
4. The Respondent acknowledges and agrees that a contract resulting from the RFP shall incorporate, by reference, all proposal responses as a part of the contract.
5. The Respondent will comply with:
   (a) the laws of the State of Tennessee;
   (b) Title VI of the federal Civil Rights Act of 1964;
   (c) Title IX of the federal Education Amendments Act of 1972;
   (d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government; and,
   (e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government.
6. To the knowledge of the undersigned, the information detailed within the response submitted to this RFP is accurate.
7. The response submitted to this RFP was independently prepared, without collusion, under penalty of perjury.
8. No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Respondent in connection with this RFP or any resulting contract.
9. Both the Technical Response and the Cost Proposal submitted in response to this RFP shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract pursuant to the RFP.

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 <u>must</u> attach evidence showing the individual's authority to bind the Respondent.

<u>DO NOT SIGN THIS DOCUMENT IF YOU ARE NOT LEGALLY AUTHORIZED TO BIND THE RESPONDENT</u>

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., *et. seq.*).	
		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 (*e.g.*, 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.	

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	**Item Ref.**	**Section A— Mandatory Requirement Items**	**Pass/Fail**
	A.5.	Provide an official document or letter from a nationally recognized credit bureau, verified and dated within the last three (3) months and indicating a satisfactory credit rating for the Respondent (NOTE: A credit bureau report number without the full report is insufficient and will not be considered responsive.)	
	A.6.	Provide a valid, Certificate of Insurance that is verified and dated within the last six (6) months and which details all of the following: (a) Name of the Insurance Company (b) Respondent's Name and Address as the Insured (c) Policy Number (d) The following minimum insurance coverages: (i) Comprehensive Commercial General Liability with a bodily injury/property damage combined single limit not less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) aggregate; (e) The following information applicable to each type of insurance coverage: (i) Coverage Description, (ii) Exceptions and Exclusions, (iii) Policy Effective Date, (iv) Policy Expiration Date, and (v) Limit(s) of Liability.	
	A.7.	Provide a statement attesting that the Respondent has a minimum of five (5) contract years of experience, which shall be current or have ended no more than three years ago, operating a full-service child support office with a caseload of at least 9,000 open IV-D cases.	
	A.8.	Respondent's Technical Response must not exceed two hundred (200) pages in length and all text must be at least a 12 point font (maps, graphs, financial statements, and charts included as an appendix will not count against this page limit).	
	A.9.	Provide the Respondent's most recent independent audited financial statements. Said independent audited financial statements must: (1) reflect an audit period for the most recent available fiscal year; (2) be prepared with all monetary amounts detailed in United States currency; (3) be prepared under United States Generally Accepted Accounting Principles (US GAAP); (4) include the auditor's opinion letter; financial statements; and the	

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	**Item Ref.**	**Section A— Mandatory Requirement Items**	**Pass/Fail**
		notes to the financial statements; and (5) be deemed, in the sole discretion of a C.P.A. employed by the State and charged with the financial document review of the Respondent, to reflect sufficient financial stability to undertake the subject contract with the State if awarded pursuant to this RFP. **OR**, 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 must 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 six (6) months. NOTES: ▪ Reviewed or Compiled Financial Statements will not be deemed responsive to this requirement and will not be accepted. ▪ All persons, agencies, firms, or other entities that provide opinions regarding the Respondent's financial status must be properly licensed to render such opinions. The State may require the Respondent to submit proof that the person or entity who renders an opinion regarding the Respondent's financial status is licensed, including the license number and state in which the person or entity is licensed.	
State Use – Solicitation Coordinator Signature, Printed Name & Date:			

TECHNICAL RESPONSE & EVALUATION GUIDE

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

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	**Item Ref.**	**Section B— General Qualifications & Experience Items**
	B.1.	Detail the name, e-mail address, mailing address, telephone number, and facsimile number of the person the State should contact regarding the response.
	B.2.	Describe the Respondent's form of business (*i.e.*, individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and business location (physical location or domicile).
	B.3.	Detail the number of years the Respondent has been in business.
	B.4.	Briefly describe how long the Respondent has been providing the goods or services required by this RFP.
	B.5.	Describe the Respondent's number of employees, client base, and location of offices.
	B.6.	Provide a statement of whether there have been any mergers, acquisitions, or change of control of the Respondent within the last ten (10) years. If so, include an explanation providing relevant details.
	B.7.	Provide a statement of whether the Respondent or, to the Respondent's knowledge, any of the Respondent's employees, agents, independent contractors, or subcontractors, 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 *nolo contendere* to any felony. If so, include an explanation providing relevant details.
	B.8.	Provide a statement of whether, in the last ten (10) years, the Respondent has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors. If so, include an explanation providing relevant details.
	B.9.	Provide a statement of whether there is any material, pending litigation against the Respondent that the Respondent should reasonably believe could adversely affect its ability to meet contract requirements pursuant to this 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.10.	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

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	**Item Ref.**	**Section B— General Qualifications & Experience Items**
		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.11.	Provide a brief, descriptive statement detailing evidence of the Respondent's ability to deliver the goods or services sought under this RFP (*e.g.*, prior experience, training, certifications, resources, program and quality management systems, *etc*.).
	B.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: (a) the names of the subcontractors along with the contact person, mailing address, telephone number, and e-mail address for each; (b) a description of the scope and portions of the goods each subcontractor involved in the delivery of goods or performance of the services each subcontractor will perform; <u>and</u> (c) a statement specifying that each proposed subcontractor has expressly assented to being proposed as a subcontractor in the Respondent's response to this RFP.
	B.15.	Provide documentation of the Respondent's commitment to diversity as represented by the following: (a) <u>Business Strategy</u>. Provide a description of the Respondent's existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, Tennessee service-disabled veterans, and small business enterprises. Please also include a list of the Respondent's certifications as a diversity business, if applicable. (b) <u>Business Relationships</u>. Provide a listing of the Respondent's current contracts with business enterprises owned by minorities, women, Tennessee service-disabled veterans and small business enterprises. Please include the following information: (i) contract description; (ii) contractor name and ownership characteristics (*i.e.*, ethnicity, gender, Tennessee service-disabled); (iii) contractor contact name and telephone number. (c) <u>Estimated Participation</u>. Provide an estimated level of participation by business enterprises owned by minorities, women, Tennessee service-disabled veterans, and small business enterprises if a contract is awarded to the Respondent pursuant to this RFP. Please include the following information: (i) a percentage (%) indicating the participation estimate. (Express the estimated participation number as a percentage of the total estimated contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics only and **DO <u>NOT</u> INCLUDE DOLLAR AMOUNTS**);

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	**Item Ref.**	**Section B— General Qualifications & Experience Items**
		(ii) anticipated goods or services contract descriptions; (iii) names and ownership characteristics (i.e., ethnicity, gender, Tennessee service-disabled veterans) of anticipated subcontractors and supply contractors. NOTE: In order to claim status as a Diversity Business Enterprise under this contract, businesses must be certified by the Governor's Office of Diversity Business Enterprise (Go-DBE). Please visit the Go-DBE website at https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9265 for more information. (d) Workforce. Provide the percentage of the Respondent's total current employees by ethnicity and gender. 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.
	B.16.	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: (a) the name, title, telephone number and e-mail address of the State contact knowledgeable about the contract; (b) the procuring State agency name; (c) a brief description of the contract's scope of services; (d) the contract period; and (e) the contract number. NOTES: ▪ Current or prior contracts with the State are not a prerequisite and are not required for the maximum evaluation score, and the existence of such contracts with the State will not automatically result in the addition or deduction of evaluation points. ▪ Each evaluator will generally consider the results of inquiries by the State regarding all contracts noted.
	B.17.	Provide customer references from individuals who are not current or former State employees for projects similar to the goods or services sought under this RFP and which represent: ▪ two (2) accounts Respondent currently services that are similar in size to the State; and ▪ three (3) completed projects. 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 must 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. The Respondent will be solely 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. (a) Add the Respondent's name to the standard reference questionnaire at RFP Attachment 6.4. and make a copy for each reference. (b) Send a reference questionnaire and new, standard #10 envelope to each reference. (c) Instruct the reference to:

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	**Item Ref.**	**Section B— General Qualifications & Experience Items**
		(i) complete the reference questionnaire; (ii) sign and date the completed reference questionnaire; (iii) seal the completed, signed, and dated reference questionnaire within the envelope provided; (iv) sign his or her name in ink across the sealed portion of the envelope; and (v) return the sealed envelope directly to the Respondent (the Respondent may wish to give each reference a deadline, such that the Respondent will be able to collect all required references in time to include them within the sealed Technical Response). (d) Do NOT open the sealed references upon receipt. (e) Enclose all sealed reference envelopes within a larger, labeled envelope for inclusion in the Technical Response as required. NOTES: ▪ The State will not accept late references or references submitted by any means other than that which is described above, and each reference questionnaire submitted must be completed as required. ▪ The State will not review more than the number of required references indicated above. ▪ While the State will base its reference check on the contents of the sealed reference envelopes included in the Technical Response package, the State reserves the right to confirm and clarify information detailed in the completed reference questionnaires, and may consider clarification responses in the evaluation of references. ▪ The State is under no obligation to clarify any reference information.
	B.18.	Provide a statement and any relevant details addressing whether the Respondent is any of the following: (a) is presently debarred, suspended, proposed for debarment, or voluntarily excluded from covered transactions by any federal or state department or agency; (b) has within the past three (3) years, been convicted of, or had a civil judgment rendered against the contracting party from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (c) is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed above; and has within a three (3) year period preceding the contract had one or more public transactions (federal, state, or local) terminated for cause or default.
SCORE *(for all Section B—Qualifications & Experience Items above)*: *(maximum possible score = 30)*		
State Use – Evaluator Identification:		

TECHNICAL RESPONSE & EVALUATION GUIDE

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

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

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

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

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	**Item Ref.**	**Section C— Technical Qualifications, Experience & Approach Items**	**Item Score**	**Evaluation Factor**	**Raw Weighted Score**
	C.1.	Provide a narrative that illustrates the Respondent's understanding of the State's requirements and project schedule.		**3**	
	C.2.	Provide a narrative that illustrates how the Respondent will complete the scope of services, accomplish required objectives, and meet the State's project schedule.		**4**	
	C.3.	Provide a draft Implementation Plan based on Project Management Body of Knowledge (PMBOK) terminology and standards. The Plan must include: 1) The activities required for implementation 2) The schedule for implementation 3) Roles and responsibilities for implementation 4) Potential risks and mitigation strategies 5) A description of the mechanisms for reporting status to the State, and coordinating and resolving issues related to the implementation.		**3**	
	C.4.	A narrative describing the Respondent's staffing plan for the provision of services under this procurement, including any subcontracted Legal counsel to be employed. This narrative must include the number of positions as well as detailed descriptions of those positions. The narrative must also include the Respondent's definition of the term *key people*, as it relates to Items B.12. and B.13. of RFP Attachment 6.2.		**3**	
	C.5.	Provide the Respondent's documented Disaster Recovery / Business Continuity Plan.		**2**	
	C.6.	Provide the Respondent's Customer Service / Complaint Resolution Plan. The Plan must describe how the Respondent will manage and respond to client inquiries and or complaints. The Plan must include a mechanism for: 1) Tracking numbers of inquiries / complaints		**3**	

RFP ATTACHMENT 6.2. — SECTION C (continued)

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	**Item Ref.**	**Section C— Technical Qualifications, Experience & Approach Items**	**Item Score**	**Evaluation Factor**	**Raw Weighted Score**
		2) Providing resolution descriptions for inquiries / complaints as well as time frames for such 3) Establishing a monitoring process in order to assess effectiveness of Customer Service.			
	C.7.	Provide a narrative describing the Respondent's understanding of, and plan for meeting, the Performance Standards set forth in Section A.7. of the *pro forma* contract.		**5**	
	C.8.	Provide a brief narrative describing the Respondent's plan for the training of its staff assigned to the project. The narrative should detail the Respondent's plan for training during the initial stages of the project as well as the strategy for ongoing training over the term of the Contract.		**4**	
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.			**Total Raw Weighted Score:** *(sum of Raw Weighted Scores above)*		
Total Raw Weighted Score / **Maximum Possible Raw Weighted Score 135**			**X 40** *(maximum possible score)*	**= SCORE:**	
State Use – Evaluator Identification:					
State Use – Solicitation Coordinator Signature, Printed Name & Date:					

COST PROPOSAL & SCORING GUIDE

NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED

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

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

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

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

RESPONDENT SIGNATURE:	
PRINTED NAME & TITLE:	
DATE:	

RESPONDENT LEGAL ENTITY NAME:	

Cost Item Description	**Proposed Cost**	**State Use Only**	
		Evaluation Factor	**Evaluation Cost** (cost x factor)
Child Support Enforcement Services Contract Year 1 (May 1, 2016 – April 30, 2017)	$ _____ per month	12	
Child Support Enforcement Services Contract Year 2 (May 1, 2017 – April 30, 2018)	$ _____ per month	12	
Child Support Enforcement Services Contract Year 3 (May 1, 2018 – April 30, 2019)	$ _____ per month	12	
EVALUATION COST AMOUNT (sum of evaluation costs above)**:** The Solicitation Coordinator will use this sum and the formula below to calculate the Cost Proposal Score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.			

lowest evaluation cost amount from all proposals / **evaluation cost amount being evaluated**	**x 30** **(maximum section score)**	**= SCORE:**	

RFP ATTACHMENT 6.3. (continued)

RESPONDENT LEGAL ENTITY NAME:			
Cost Item Description	**Proposed Cost**	**State Use Only**	
		Evaluation Factor	**Evaluation Cost** (cost x factor)
State Use – Solicitation Coordinator Signature, Printed Name & Date:			

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 # 34513-36116 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.

NAME:	
TITLE:	
TELEPHONE #	
E-MAIL ADDRESS:	

(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.

1 2 3 4 5

least satisfied ——|——|——|——|——|—— most satisfied

RFP # 34513-36116 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.

1 2 3 4 5

least satisfied ——|——|——|——|——|—— **most satisfied**

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

RFP # 34513-36116 REFERENCE QUESTIONNAIRE — PAGE 3

(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.

	1	2	3	4	5	
least satisfied						**most satisfied**

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.

	1	2	3	4	5	
least satisfied						**most satisfied**

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

	RESPONDENT NAME		*RESPONDENT NAME*		*RESPONDENT NAME*	
GENERAL QUALIFICATIONS & EXPERIENCE (maximum: 30)						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE:		**AVERAGE:**		**AVERAGE:**	
TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH (maximum: 40)						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE:		**AVERAGE:**		**AVERAGE:**	
COST PROPOSAL (maximum: 30)	**SCORE:**		**SCORE:**		**SCORE:**	
TOTAL RESPONSE EVALUATION SCORE: (maximum: NUMBER)						

Solicitation Coordinator Signature, Printed Name & Date:

RFP ATTACHMENT 6.6.

RFP # 34513-36116 *PRO FORMA* CONTRACT

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

CONTRACT
BETWEEN THE STATE OF TENNESSEE,
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 child support enforcement services in the 10th Judicial District, Tennessee (Bradley, Polk, McMinn, Monroe Counties), as further defined in the "SCOPE." State and Contractor may be referred to individually as a "Party" or collectively as the "Parties" to this Contract.

The Contractor is a/an Individual, For-Profit Corporation, Non-Profit Corporation, Special Purpose Corporation Or Association, Partnership, Joint Venture, Or Limited Liability Company.
Contractor Place of Incorporation or Organization: Location
Contractor Edison Registration ID # Number

A. SCOPE:

A.1. The Contractor shall provide all goods or services and deliverables as required, described, and detailed below and shall meet all service and delivery timelines as specified by this Contract. The Contractor shall begin service delivery of the items outlined herewith in Section A on May 1, 2016. If unable to begin service delivery on said date, the Contractor shall provide written notice to the State a minimum of thirty (30) calendar days in advance.

A.2. The Contractor shall establish and maintain a child support enforcement program in the 10th Judicial District of Tennessee which fully complies with the provisions of Title IV-D of the Social Security Act, 42 U.S.C. 651, et seq. as amended, Title 45 of the Code of Federal Regulations (C.F.R.), state law and regulations, and Child Support program policy and program directives. The Contractor shall be responsible and accountable for the proper operation of the enforcement program pursuant to Title IV-D of the Social Security Act. Further, the initial establishment of the program shall be in accordance with the Draft Implementation Plan provided in the Technical Proposal associated with the procurement of this Contract. A Final version of the Plan must be established in consultation with, and approved by, the State. Failure by the Contractor to establish an approved Final Implementation Plan may, at the sole discretion of the State, result in immediate termination of this Contract.

A.3. Legal Representation. The Contractor's legal counsel in the 10th Judicial District, who must be direct employees of either the Contractor or of a subcontractor approved by the State (Reference Section D.7.), but not employees of a staffing vendor, shall be licensed in the State of Tennessee, and shall attend and represent the State in every judicial hearing involving the Title IV-D Child Support program. Said hearings shall include reviews by Tennessee courts of any type of administrative action taken by the Department involving the Title IV-D Child Support program; provided, however, such counsel shall not represent the State in appellate court appeals or reviews of any such hearings or actions in the Tennessee Court of Appeals or in the Tennessee Supreme Court. Such legal counsel shall represent the State in federal bankruptcy court in actions involving the Title IV-D Child Support program, but not in any other Title IV-D Child Support actions arising in other federal trial or administrative tribunals or in any federal appellate courts, unless otherwise directed in the policies and procedures of the Department's Child Support program or as otherwise specifically directed by the Office of General Counsel of the Department or by the Tennessee Attorney General and Reporter.

Legal counsel is required to attend Administrative Hearings/Appeals as stated in the policies and

procedures of the Department of Human Services' Child Support program and as otherwise directed by the Office of General Counsel of the Department of Human Services or by the Office of the Attorney General and Reporter.

Legal counsel employed by the Contractor shall represent and vigorously advocate the interests of the State of Tennessee, the Department of Human Services and the Title IV-D Child Support program as may be directed by the Office of General Counsel of the Department or by the Office of the Tennessee Attorney General and Reporter, consistent with the Code of Professional Responsibility and the laws of Tennessee, and, as may be required by the procedures and policies of the Department's Title IV-D Child Support program. The Contractor shall notify the State in the event that disciplinary action, suspension or disbarment proceedings are initiated against the Contractor's legal counsel.

a. The Contractor shall bring all court actions in the name of the State and the person receiving IV-D services, and shall notify the State and/or Attorney General in a timely fashion of any judicial or administrative decision or settlement offers or agreements which may adversely affect the State's interest. Furthermore, the Contractor shall not enter into any settlement which may result in the loss of State revenue.

b. The Contractor shall maintain and furnish to the State a listing of all legal counsel employed to represent the State in matters related to this Contract. Such listing shall include complete names of such individuals, addresses, direct telephone numbers, and State-issued bar numbers. This information shall be provided to the Department of Human Services' (DHS') Office of General Counsel and to the General Civil Division of the State Attorney General's Office, with updates to such listing provided within ten (10) business days of employment or reassignments of counsel. Attorneys employed by the Contractor for the provision of legal services required by this Contract are subject, at all times, to the approval of the State and the Office of the Attorney General and Reporter.

A.4. The Contractor shall utilize all Administrative Orders made available by the State IV-D agency for enforcement purposes.

A.5. The Contractor shall ensure that the following services are available and provided in a timely manner for all applicable Title IV-D cases:

a. Case Initiation**.** Activities associated with initial child support case opening activities, including providing and accepting applications for service from a custodial or non-custodial parent or other designated caretaker of the child(ren), collection of necessary case information on the Tennessee Child Support Enforcement System (TCSES), and providing the IV-D case or member number to the Clerk of Court when necessary. The following intake performance standards must be met:

i. An IV-D application shall be provided on the day it is requested, if requested in person, or within five (5) working days if requested by phone or mail. A copy of the Tennessee Child Support Handbook, with any current supplements or inserts, must be provided with the application.

ii. Within twenty (20) calendar days of receiving a referral or application for services, an assessment of the case shall be completed, to include solicitation of necessary information from the applicant, initiation of verifications, and if necessary, initiation of activities designed to locate a parent.

b. Establishing Legal Obligation for Financial and Medical Support.

i. Use of Legal and Administrative Remedies, Establishment of Paternity, Use of and Payment for Genetic Testing. The Contractor shall be responsible for the timely use of appropriate legal remedies, including the administrative remedy processes provided for in Federal and State law, to secure orders of paternity and support after successful location activities. Paternity determination may be achieved through agreed orders, contested court action, or a voluntary acknowledgment. In any contested paternity establishment action, a request for genetic testing shall be filed with the appropriate tribunal. If the IV-D agency has paid the initial costs of the genetic testing and the alleged father is determined to be the legal father, the court shall be petitioned to reassess the costs of the genetic testing against the defendant father.

ii. Use of Child Support Guidelines, Form of Order, Use of Income Withholding. In establishing a legal obligation to support, the Contractor shall petition for support in accordance with the State child support award guidelines in Chapter 1240-2-4 of the Department's rules. The petition shall request child support be set expressed in a specific dollar amount, due per month, including any arrearages. Petitions shall also include language requesting the immediate use of income withholding on all support orders for all assignable income which is currently, or later becomes, available.

iii. Establishment of Medical Support. The Contractor shall petition the court to establish a legal obligation for the medical support of the child in the form of health insurance in every Temporary Assistance to Needy Families (TANF), Medicaid/TennCare, and Foster Care case if the child does not have medical insurance, other than Medicaid/TennCare, and in all Non-TANF cases. The petition shall include a request that, in the event the Court finds that health insurance is not available at reasonable cost, the court order that such insurance be obtained for the child when and if it becomes available and that cash medical support be provided until such time as health insurance becomes available. The Contractor shall comply with amendments to medical support enforcement as required by 42 U.S.C. §666 (a) (19), 45 C.F.R., part 303, Tennessee Code Annotated, Sections 36-5-501 and 36-5-503, and State policy regarding the establishment of medical support for children. Unless a court or administrative order allows health care coverage for a child by a method other than employer-based health care coverage, the Contractor shall, pursuant to 42 U.S.C. §666 and 45 C.F.R., part-303, use the mandatory National Medical Support Notice (NMSN), promulgated by the Federal Office of Child Support Enforcement, to inform the non-custodial parent's employer of the provision in the order for health care coverage. Per 45 C.F.R. 303.32(a), the Contractor shall also use the NMSN to notify the employer of a custodial parent if that parent is ordered to provide health care coverage through an employment-related health plan.

c. Timeframes Applicable to Establishing Orders.

i. Location Activities. The Contractor shall verify a residence or employer address where the non-custodial parent may be served. The Contractor shall establish and utilize local and State provided resources for locating parents. Location requirements include assisting the State in locating non-custodial parents for other jurisdictions. Contractor shall perform services within the following timeframes:

(a) Within seventy-five (75) calendar days of determining that location is necessary, all appropriate location services shall be utilized, including referral to the Federal Parent Locator Service (FPLS).

(b) When location activities have been unsuccessful, efforts shall be repeated at least quarterly or at any point new location information is received. Quarterly attempts may be limited to automated resources but shall include accessing State Employment Security files via the Tennessee Clearinghouse System.

ii. Service of Process. Service of process shall be issued as required within fifteen (15) calendar days of locating the non-custodial parent. Service shall be completed within ninety (90) calendar days of location of the non-custodial parent or, if service is unsuccessful, the attempts to serve shall be documented and process shall be re-issued so as to keep the legal action viable.

iii. Establishing Paternity. Following successful service of process, paternity shall be established within six (6) months in seventy-five percent (75%) of the caseload and within twelve (12) months in ninety percent (90%) of the caseload.

iv. Establishing Support Order. A support order shall be established within ninety (90) calendar days of locating the non-custodial parent when service of process is not necessary. If service is necessary, the non-custodial parent shall be served with process by the ninetieth (90th) day or unsuccessful attempts to serve process shall be documented. In those cases where the non-custodial parent is served with process, court orders shall be established in seventy-five percent (75%) of the cases within six (6) months and ninety percent (90%) within twelve (12) months.

d. Enforcement of Support Orders:

i. The Contractor shall employ appropriate legal remedies, including those administrative processes provided for in Federal and State law, to enforce all orders of support in a timely manner. The orders to be enforced shall include, but are not limited to, the enforcement of spousal support when it is contained in the same order with child support; medical support if the order specifies a dollar amount to be paid for medical support; or the provision of health insurance coverage.

ii. Enforcement remedies to be utilized shall include, but shall not be limited to:

(a) immediate income withholding on all new and modified orders as well as all cases with a delinquency or arrears;

(b) sending the federal medical support notice established under 42 U.S.C. §666(a)(19) to any employer to provide notice to the employer of the requirement for employer-based health care coverage for such child through the child's parent who has been ordered to provide health care coverage for such child;

(c) contempt proceedings;

(d) establishment and enforcement of liens against real or personal property, including tort actions, worker's compensation actions, or other civil actions wherein a money judgment may be obtained, and attachment and liquidation of assets;

(e) issuance of administrative seizure orders;

(f) execution on judgments, including the use of garnishment;

(g) requirement of bonds to secure support;

(h) use of the Internal Revenue Service (IRS) full collection service;

(i) extradition, where appropriate;

(j) use of the passport denial program and other programs made available as enforcement tools;

(k) use of the federal court system; and

(l) adherence to the guidelines established for the Treasury Offset Program for federal funds owed to child support obligors.

e. Timeframes Applicable to Enforcement Action**:**

i. If for any reason, an immediate income assignment was not issued previously on any order, due to an agreement between the parties as contained in the court order, or for other reasons permitted under Tennessee Code Annotated §36-5-501(a)(2), then, in cases with sufficient information for issuance of an income assignment order, such assignment shall be issued immediately, if the full amount of support due in a month is not paid by the date upon which the ordered support is due.

ii. When immediate issuance of an Income Assignment order is not possible due to lack of information regarding employment, enforcement action shall be taken, unless service of process is necessary, within thirty (30) calendar days of identifying the delinquency or arrears, or locating the non-custodial parent.

iii. When service of process is necessary, service shall be completed (or unsuccessful attempts to serve process shall be documented) and enforcement action taken within sixty (60) calendar days of identifying the delinquency or arrears or the location of the non-custodial parent.

f. The Contractor shall initiate review proceedings in accordance with Federal and State law, regulations, and State program policy, using appropriate administrative and/or judicial proceedings, and if appropriate, adjust the support order amount administratively or petition the appropriate court or tribunal for such changes in accordance with Federal and State law and regulations and State program policy. All petitions for modification of orders shall include a request for income withholding.

A.6. The Contractor agrees to comply with all requirements set forth in the Child Support Policy and Procedures Manual and policy updates to the manual, copies of which will be supplied to the Contractor, and the terms of which are incorporated by reference.

A.7. **CONTRACTOR PERFORMANCE**.

a. Performance Requirements**.** The Contractor shall meet or exceed the Performance Requirements set forth in Section A.7.b.-f. and shall comply with all State directives regarding the working of reports, lists, and/or participation in special projects intended to increase performance levels. The State may, in its sole discretion, elect to enforce the

Contract Payment Reductions set forth in Section A.8. and Attachment A-Performance Requirements and Contract Payment Reductions in the event the Contractor fails to meet such Requirements.

b. Paternity Establishment Percentage (PEP). As of the end of the final month of each Contract Year the Year-To-Date ratio on the Monthly Performance Measures Report for t that month, comparing the number of IV-D children born out of wedlock to the number of IV-D paternities established or acknowledged shall at least equal Ninety-Five Percent (95%), or average that value over the term of that Contract Year.

c. Support Order Establishment. As of the end of the final month of each Contract Year the Year-To-Date ratio on the Monthly Performance Measures Report for that month, comparing the number of IV-D cases in which a Support order (financial/medical) exists to the total number of IV-D cases in the Contractor's caseload at the same reference point in time, shall at least equal Ninety Percent (90%), or average that value over the term of that Year.

d. Collections on Current Support. As of the end of the final month of each Contract Year, the ratio comparing the total amount of current support disbursed during the Contract Year to the total amount of current support owed during that same period shall at least equal the value for that Year as specified in the following table, or average that value over the term of that Year. All calculations for this performance measure shall be based exclusively on figures presented on the Monthly Performance Measures Reports.

CONTRACT YEAR	MINIMUM REQUIRED LEVEL
1	56.00%
2	56.25%
3	56.50%

e. Total Disbursed Child Support Collections. As of the end of Contract Year 1 the total amount of child support disbursed must be at least one half percent (0.5%) higher than the total amount disbursed for the 10th Judicial District during the period October 1, 2014 through September 30, 2015. For each subsequent Contract Year, the total amount of child support disbursed must increase over the prior Contract Year by at least the Required Level specified in the following table. All calculations for this performance measure shall be based exclusively on collections figures presented on the Monthly Performance Measures Report.

CONTRACT YEAR	MINIMUM REQUIRED INCREASE
1	0.5%
2	0.5%
3	0.5%

f. Payments on Arrears Cases. The ratio comparing the number of IV-D cases in the Contractor's caseload for which an Arrears payment was due to the total number receiving an Arrears payment shall at least equal the values specified in the following table:

PERIOD	MINIMUM REQUIRED LEVEL
As of September 30, 2017	55.50%
As of September 30, 2018	56.00%

A.8. For Contract Years One through Four of the Contract, the Contractor shall provide a written Corrective Action Plan within sixty (60) days of the date of each letter from the State specifying that one or more of the Performance Standards stated above in A.7.b.-f. was not met, and requesting a Corrective Action Plan. Each Corrective Action Plan submitted in accordance with this Section shall be subject to review and approval by the State. If implementation of the Corrective Action Plan does not result in the Contractor meeting the applicable Performance Standards by the next annual review, the Contractor shall, at the sole discretion of the State, be subject to Contract Payment Reductions as set forth in Attachment A- Performance Requirements and Contract Payment Reductions.

A.9. Notwithstanding the performance requirements set forth in Attachment A- Performance Requirements and Contract Payment Reductions , the State shall submit a letter to the Contractor identifying any deficiencies in performance of the Contractor, in response to which the Contractor shall, if requested by the State, provide a written Corrective Action Plan within sixty (60) days following the date of the letter from the State. The Contractor shall take all actions specified in the Corrective Action Plan following its approval by the State within the timeframes specified therein.

A.10. The Contractor shall clarify and/or revise within fifteen (15) business days <u>any</u> Corrective Action Plan which the State determines is not acceptable. (Reference Attachment A - Performance Requirements and Contract Payment Reductions).

A.11. The Contractor shall participate in any State initiated Corrective Action Plan necessary to respond to an audit, regardless of whether the Contractor's office(s) failed the audit.

A.12. The Contractor shall accept case referrals from the Department via automated system interface and case transfers from other in-state jurisdictions, and shall provide application forms and accept applications from any custodial parent, non-custodial parent, or other designated caretaker of a child who desires Title IV-D services.

A.13. The Contractor shall continue efforts for collection of court-ordered obligated arrears and/or medical support owed to the State when a Temporary Assistance to Needy Families (TANF) family loses eligibility, unless there is no possibility of securing such, as determined by the State. Additionally, the Contractor shall continue to provide all appropriate child support services to the family as a non-TANF case unless conditions exist that preclude continued services as set forth in the Child Support Policy and Procedures Manual.

A.14. The Contractor shall close appropriate cases in a timely manner per instructions provided in the Child Support Policy and Procedures Manual.

A.15. The Contractor shall utilize available legal processes to seek enforcement by the Court, Magistrate or Hearing Officer of all unpaid child support at any judicial or administrative hearing appropriate for such purpose.

A.16. The Contractor shall use TCSES or its replacement system as the exclusive computer system for all child support operations. The Contractor agrees to: input necessary data; use such system as directed by the State; and designate specific staff as needed to maintain adequate TCSES system support. Further, the Contractor agrees to supply the Virtual Private Network (VPN)

tunneling technology required to access the state of Tennessee's network through the State's VPN tunneling technology.

A.17. No later than the first working day following the establishment or modification of a support order, the Contractor shall ensure that the support order information is keyed into TCSES, except for good cause as determined by the State. The date of establishment or modification shall be considered to be the date the order or modified order is signed by a judge.

A.18. The Contractor shall ensure, to every extent possible, that all support payments are made by the obligor directly to the State Disbursement Unit, so that the State may comply with the distribution provisions of Title IV-D. The Contractor shall not collect any support monies.

A.19. The Contractor shall cooperate with other states in matters concerning Intergovernmental IV-D cases as required by 45 C.F.R. §303.7, and Chapter 8 of the Child Support Policy and Procedures Manual. Such cooperation shall include, but not be limited to, providing accurate and sufficient information to other states, notifying responding states of changes in case status, and providing all appropriate establishment and enforcement procedures and notifications as required by Federal regulations, under 45 C.F.R. §303.7.

A.20. The Contractor shall immediately respond to the State IV-D agency's Central Office on any requests for case status information. Such response shall contain sufficient information regarding the status of the case to permit the State to reply to the inquiring party in an effective manner.

A.21. The Contractor shall advise the State of any significant changes in court filing procedures occurring within the Judicial District.

A.22. The Contractor shall maintain accurate case records for all IV-D cases during the Contract period.

A.23. The Contractor shall establish and maintain complete automated case records as required in the Child Support Policy and Procedures Manual for all Departmental referrals and other applications for Title IV-D services. Such case records shall include, but are not limited to, the following information:

a. A record of all contact(s) with an applicant or TANF recipient, including date, reason and result of the contact.
b. A record of all contact(s) with the non-custodial parent, including date, reason and result of such contact.
c. A record of all action(s) taken in accordance with Section A.5.(a.-e.) of this Contract, including dates and results of such actions.
d. A record of all communication(s) with the State or Federal government on the case.
e. A record of all case closures, including the date and reason for closure action.

A.24. The Contractor shall provide the State, no later than July 31, 2016, a tested version of the Disaster Recovery / Business Continuity Plan originally provided in the Technical Proposal associated with the Procurement of this Contract. The tested version must be specific to the Contractor's operation in the 10th Judicial District and must include a report documenting the outcome of testing. Further, the Contractor shall notify the State, within forty-five (45) days, of any alterations to the Contractor's documented and tested Disaster Recovery / Business Continuity Plan. Such alterations shall be subject to written approval by the State. (Reference Attachment A-Performance Requirements and Contract Payment Reductions).

A.25. The Contractor shall maintain, in hard copy, a signed application from each non-TANF applicant. Other items, as deemed necessary by the Contractor or State, including, but not limited to, court orders, other pertinent legal documents, and correspondence shall be retained in hard copy.

Both automated and hard copy case files, including, but not limited to, all client records and records related to case activity, shall be considered the property of the State of Tennessee and shall be delivered immediately to the State or its designee upon Contract termination or at such other time as these are requested by the State.

A.26. The Contractor shall resolve all TCSES generated mail messages according to TCSES due dates unless, at the sole discretion of the State, it is determined that extenuating circumstances were present.

A.27. The Contractor shall perform all appropriate TCSES employer related activities that connect the appropriate employer(s) of the non-custodial parent for purposes of income assignment by the TCSES message due date.

A.28. The Contractor shall ensure that TCSES worker alerts are resolved by the TCSES due dates, and that suspended payments are reviewed and resolved within five (5) business days except in those instances where assistance from the State is required.

A.29. The Contractor shall ensure that, at a minimum, the child support office Administrator and attorney(s) attend any meetings sponsored by the State at which attendance is required. Such meetings will generally not exceed twelve (12) days per year with no more than six (6) overnight stays involved per person attending the meeting; however, unique or unusual training requirements could result in an increase in the number of meetings where attendance is required. Except in emergency situations, a minimum two (2) week notice of meetings will be given to the Contractor. Travel associated with meeting attendance shall be at the Contractor's sole expense.

A.30. The Contractor shall be responsible for the proper training and management of its staff assigned to this project including training conducted pursuant to State directives resulting from cited deficiencies made manifest through Program Reviews, customer complaint patterns, or other sources.

A.31. The Contractor shall ensure that, at a minimum, the Child Support Office(s) remain(s) open and staffed on all days that the State is open and staffed. Hours of operation for the Contractor's office(s) in the 10th Judicial District shall be, at a minimum, from 8:00 A.M. to 5:00 P.M. Eastern Time, and the Contractor's staff shall be available to assist clients continuously throughout the day, from opening until close of business, including the lunch hour. Further, the Contractor shall ensure that the Child Support Office(s) be identified by an exterior sign containing, at a minimum, the following phrase: *CHILD SUPPORT SERVICES 10th JUDICIAL DISTRICT*. Any Signage installed under the requirements of this section shall be subject to final approval by the State.

Adequate staffing to fully support child support enforcement shall be considered to be a level consistent with one (1) Full-Time Employee per four hundred and fifty (450) cases. With the exception of subcontracted legal counsel as described in Section A.3. of this Contract, the ratio shall not be calculated using either staff physically located outside of the Contractor's office(s) in the 10th Judicial District, Part-Time Employees, or staff who are not direct employees of the Contractor. Further, the Contractor's staffing plan shall remain consistent, over the term of the Contract, with the staffing narrative submitted with the Contractor's Technical Proposal associated with procurement of this Contract. Any proposed deviations from said narrative must be submitted in writing for the State's consideration and prior written approval. (Reference Attachment A - Performance Requirements and Contract Payment Reductions).

A.32. The Contractor shall ensure that brochures, pamphlets, notices and/or press releases state that the Tennessee Department of Human Services (TDHS) is funding this child support office and that any complaints, suggestions or recommendations be reported to the Department of Human Services at 1-800-838-6911. The Contractor shall further ensure that the TDHS logo is included

on brochures and pamphlets, and that prior State approval shall be obtained on all brochures, pamphlets, notices and press releases.

A.33. The Contractor shall establish and maintain professional working relationships with the Judiciary, Clerks of Court, local law enforcement, employers, local Department of Human Services (DHS) offices, and local Department of Children's Services (DCS) offices.

A.34. The Contractor shall refer any cases of suspected fraud related to child support or receipt of public assistance to the DHS Office of Inspector General.

A.35. The Contractor shall refer any cases of suspected statutory rape and specified crimes to the District Attorney. Reference T.C.A. Sections 38-1-305, 38-1-306, 39-13-504, 39-13-506, and 39-13-522.

A.36. The Contractor shall cooperate fully with any data collection and evaluation activities or audits carried out by the State or Federal government in connection with the services performed under this Contract.

A.37. The Contractor shall, upon receipt of notice that an obligor has filed a Bankruptcy petition, secure all relevant information immediately and file a proof of claim with the Bankruptcy Court on behalf of the State. The Contractor shall comply with all Bankruptcy procedures, and take such actions as may be permitted by law to obtain child support.

A.38. The Contractor shall petition the Court for program fees to be assessed against the obligor for services rendered in accordance with instructions from the State and to ensure that such fees, as well as genetic testing reimbursement payments, are paid and properly remitted to the State.

A.39. The Contractor shall, as directed by the State, collect and remit any fees required by State or Federal law, regulation or policy.

A.40. The Contractor shall comply with Title VI of the Civil Rights Act of 1964. Compliance shall include, but not be limited to:

a. Training of staff on the civil rights of applicants/recipients of Title IV-D services, both on an annual basis for all employees and as part of orientation training for new employees;

b. A process for receiving and investigating any complaints regarding Title VI discrimination. Notice of the process for filing a complaint shall be posted in a conspicuous place for clients;

c. The provision of appropriate language assistance at no cost to the applicant/recipient to ensure that persons with Limited English Proficiency are not excluded from equal program participation. Appropriate language assistance includes, but is not limited to: translation of documents, contract staff interpreters, contract interpreters from within the community, and a telephone interpreter service. The availability of language assistance services, at no cost, shall be posted in a conspicuous place available to all employees, applicants, and clients.

A.41. Telephone Services. The Contractor shall ensure that incoming telephone lines are sufficient to enable callers to reach the Contractor ninety-five percent (95%) of the time on the first try, and to wait no longer than six (6) minutes in the on-line queue. In addition, the Contractor's telephone system shall be capable of providing service level reports detailing average handle time and average wait time for calls. (Reference Attachment A – Performance Requirements and Contract Payment Reductions).

The Contractor shall provide appropriate telephone equipment necessary to comply with Title VI requirements regarding limited English proficient clients and for use in telephonic hearings.

A.42. The Contractor shall comply with Title IV-D of the Social Security Act, as amended, Title 45, Code of Federal Regulations as amended, and Tennessee Code Annotated, as amended. Failure to adhere to the provisions of this section shall be considered a breach of the Contract and a basis for termination for cause and shall also subject the Contractor to specified Contract Payment Reductions in accordance with Attachment A - Performance Requirements and Contract Payment Reductions.

A.43. The Contractor shall comply with the State of Tennessee Child Support Guidelines and their application to all Title IV-D cases, except where a final order of any Court shall have been entered directing otherwise and there is a final disposition on the appeal or the time to appeal such order has expired. The legal staff provided under this Contract for Title IV-D actions shall notify the DHS Office of General Counsel, as well as the Assistant Commissioner of Family Assistance and Child Support or their designee, in each case where the Court departs from the Child Support Guidelines in a manner inconsistent with the interpretation of the Guidelines by the Department or the Tennessee Appellate courts. (Reference Attachment A– Performance Requirements and Contract Payment Reductions).

A.44. The Contractor shall adhere to all orders of a Court of competent jurisdiction except where an order has been timely appealed and the order has not been finalized due to the appeal of such order. (Reference Attachment A – Performance Requirements and Contract Payment Reductions).

A.45. The Contractor shall adhere to all final orders of any Administrative Hearing Officer of the Department and shall not attempt to seek judicial review of any final orders of the Commissioner of the Department of Human Services. (Reference Attachment A – Performance Requirements and Contract Payment Reductions).

A.46. The Contractor agrees with, and shall adhere to, the interpretation by the Tennessee Attorney General's Office that, pursuant to Rule 43 of the Tennessee Rules of Appellate Procedures, the order of a Tennessee trial court is not final until the mandate of the appellate court has been issued to the trial court and that an order declaring any provision of the Tennessee Child Support Guidelines or any statute unconstitutional or otherwise invalid is not final until such mandate has been entered. This provision shall continue in effect only as long as Rule 43 remains substantially unchanged from the date this Contract is effective or until further interpretation by the Attorney General or the Tennessee Court of Appeals or the Tennessee Supreme Court. (Reference Attachment A – Performance Requirements and Contract Payment Reductions).

A.47. The Contractor shall submit for the Department's approval resumes of proposed personnel changes for management and supervisory staff assigned to the project. Further, the Contractor agrees that all management and supervisory staff located in the Contractor's office(s) in the 10th Judicial District shall be direct employees of the Contractor and not employees of a staffing vendor and/or subcontractor.

A.48. The Contractor shall provide, in a format prescribed by the State, a Monthly Project Update Report no later than the fifteenth day of the month following the end of the reporting period. The Contractor shall provide additional reports as requested by the State**.** (Reference Attachment A-Performance Requirements and Contract Payment Reductions)**.**

A.49. The Contractor agrees to cooperate with the State should the State be required to conduct a procurement for services provided under this Contract. Such cooperation, may include, but shall not be limited to, facilitating interviews with attorney(s) and office administrator(s) of the Contractor.

A.50. The Contractor shall identify any State-referred cases wherein the caretaker refuses to cooperate in the effort to secure or enforce an order of support and notify the local office of the Department of Human Services of such refusal.

A.51. The Contractor shall be responsible for managing and responding to client inquiries and or complaints. The State may develop a customer satisfaction survey instrument which will be utilized periodically through the term of the Contract to assess Contractor performance in this area and to determine the effectiveness of the Contractor's customer service process. A copy of the survey instrument will be provided to the Contractor for informational purposes only.

A.52. In conjunction with the requirements of Section A.51, above, the Contractor shall inform customers of the availability of the Child Support Informal Complaint Process as detailed in the Tennessee Child Support Handbook, and shall make clear to customers the types of client concerns that are appropriate for that Process. In addition, the Contractor shall provide customers with a complaint form upon request and, if requested to do so, assist customers with completing the form.

A.53. Physical Security – Minimum Protection Standards**.** The Contractor agrees that strict physical security standards shall be maintained in accordance with State policy and Internal Revenue Service Publication 1075 (Dated October 2014). The objective of these standards is to prevent unauthorized access to Federal Tax Information (FTI). Minimum Protection Standards (MPS) require two barriers to accessing FTI under normal security, configured using one of the following three options: 1) secured perimeter/locked container; 2) locked perimeter/secured interior; 3) locked perimeter/security container. Locked means an area or a container that has a lock, and the keys or combinations are controlled. A security container is a lockable metal container with a resistance to forced penetration, and security locks and keys or combinations that are controlled. The reason for the two barriers is to provide an additional layer of protection to deter, delay or detect surreptitious entry. Protected information shall be containerized in areas where other than authorized employees may have access after-hours.

The Contractor shall maintain strict physical security by employing one of the three alternatives described in Sections A.53.a through A.53.c. herein. For alternatives 2 & 3, intrusion detection equipment shall be added to doors and windows as follows: Intrusion Detection Systems (IDS) designed to detect attempted breaches of perimeter areas. IDS to be used in conjunction with other measures to provide forced entry protection for after-hours security. Additionally, alarms for individual and document safety (fire) and other physical hazards (water pipe breaks) are recommended. Alarms shall annunciate at an on–site protection console, a central station or local police station. Intrusion Detection Systems include, but are not limited to, door and window contacts, magnetic switches, motion detectors, sound detectors, etc., and are designed to set off an alarm at a given location when the sensor is disturbed.

a. Alternative 1:

Secured Perimeter **–** Enclosed by slab-to-slab walls constructed of approved materials and supplemented by periodic inspection. Any lesser-type partition supplemented by UL approved electronic intrusion detection and fire detection systems. Unless there is an electronic intrusion detection device, all doors entering the space must be locked. In the case of a fence/gate, the fence must have intrusion detection devices or be continually guarded and the gate must be either guarded or locked with intrusion alarms. Space must be cleaned during duty hours. This requirement could apply to exterior or interior perimeters.

Locked Container – A commercially available or prefabricated metal cabinet or box with riveted or welded seams, or metal desks with lockable drawers.

b. Alternative 2:

Locked perimeter – High security pin-tumbler cylinder locks meeting the following criteria:
Key operated mortised or rim-mounted dead bolt lock
Dead bolt throw of one inch or longer
Double cylinder design – must have five or more pin tumblers
If bolt is visible when locked, must contain hardened inserts or be made of steel
Both the key and the lock must be "off master"

Secured Interior Area – same specifications as secured perimeter as defined in A.53.a.

c. Alternative 3:

Locked Perimeter – as defined in A.53.b., above.

Security Container – Metal containers that are lockable and have a resistance to penetration. There should only be two (2) keys to the containers. Strict control of keys is mandatory.

A.54. The Contractor shall insure that genetic testing is conducted in accordance with the Child Support Policy and Procedures Manual by the State approved vendor. The State will pay for said genetic testing.

A.55. The Contractor shall utilize the computers and software furnished by the State to provide child support enforcement services. Further, it is the State's intention that only State supplied equipment shall be used by the Contractor to access the State network. With the exception of multi-function devices and wireless 3G cards which will be provided by the State, the Contractor shall supplement peripheral equipment as deemed necessary by the Contractor, at the Contractor's expense. The Contractor shall ensure at a minimum software standards of Windows 7 and Microsoft Office Suite 2010 for Contractor-supplied software.

A.56. The Contractor understands and agrees that the State network connection and software will only be used in the performance of the agreed upon functions, and that usage of the State network connection and network software for unauthorized purposes may result in cancellation of this Contract, and that the State may pursue all remedies at law and in equity.

A.57. Contract Services Transition. Upon termination of this Contract, for whatever reason (expiration or termination), the Contractor shall assist the State to ensure an orderly transfer of responsibility and/or continuity of those services required under the terms of the Contract to an organization designated by the State.

a. The Contractor shall deliver, FOB (free on board) destination, all records, documentation, reports, data, hard copy and electronic files, recommendations, etc., which were required to be produced under the terms of the Contract to the State and/or the State's designee promptly and with due diligence after receipt of the written request. Electronic files shall be delivered in a Tagged Image File Format (TIFF), Portable Document Format (PDF), or other format as may be prescribed by the State, based on instructions supplied to the Contractor at least forty-five (45) days prior to the required delivery date.

b. The Contractor shall discontinue providing the service or accepting new assignments under the terms of this Contract, on the date specified by the State, in order to ensure the completion of such service prior to the termination of the Contract.

c. The Contractor shall, upon request of the State, help to provide an understanding of the child support enforcement program in the 10th Judicial District for any potential future Contractor.

A.58. The State will transmit appropriate child and spousal support case referrals to the Contractor pursuant to Title IV-D of the Social Security Act, 42 U.S.C. §651, *et seq*. Such referrals will contain the name of the recipient, names of the children and the associated non-custodial parent, if known, such identifying information as is available to assist in the Location Activities and support enforcement process, pertinent known legal information relative to marital status and orders for support, the amount of the family's assistance (TANF) grant or State provided medical services, available data relative to the non-custodial parent's whereabouts and employment, and any other available information which may relate to the support process.

A.59. The State will provide pertinent information relative to changes of status in referred cases, including, but not limited to, closure of the public assistance case and changes in the aid group.

A.60. The State may, at its discretion, withdraw any case referrals.

A.61. The State will provide location service, which will allow access through automated interfaces to various local, state, regional and national databases to facilitate the location of non-custodial parents.

A.62. The State will ensure that collections are appropriately disbursed to the family and to the federal and state government.

A.63. The State will consult with the Contractor concerning potential settlements affecting the rights of the State and concerning all adverse administrative or judicial rulings in order to determine appropriate remedies to be sought by the Contractor or the State Attorney General.

A.64. The State will monitor Contractor performance through various methods including, but not limited to, periodic on-site visits. Monitoring activities under this section will include, but may not be limited to review of the following: office procedures; customer service; adherence to child support policy and procedures; paternity and order establishment; enforcement; collection and distribution of child support. In conjunction with on-site visits the State will discuss, recommend, and monitor special activities that are implemented for the purpose of performance improvement. (Reference Attachment A – Performance Requirements and Contract Payment Reductions).

A.65. The State will assess Contractor office effectiveness, achievement of performance standards, and desired outcomes in accordance with Federal regulations, State and Federal laws, and applicable court decisions.

A.66. The State, at its discretion, will conduct Program Reviews of the operation of the Contractor's IV-D program. The State may require a new or revised Corrective Action Plan to address any deficiencies identified**.** (Reference Attachment A - Performance Requirements and Contract Payment Reductions).

A.67. The State will notify the Contractor within thirty (30) business days of the receipt of a Corrective Action Plan of the acceptability of the plan and allow fifteen (15) business days for the Contractor to submit a clarification or revision if the Plan is deemed to be unacceptable to the State. (Reference Attachment A - Performance requirements and Contract Payment Reductions).

A.68. The State may impose Contract Payment Reductions for failure to timely submit an acceptable written Corrective Action Plan. The imposition of such does not preclude the State's right to terminate the Contract during the assessment of said damages. (Reference Attachment A - Performance Requirements and Contract Payment Reductions).

A.69. The State may impose Contract Payment Reductions for failure to correct the cited deficiencies within the corrective action period, such imposition not to preclude Contract termination. (Reference Attachment A - Performance Requirements and Contract Payment Reductions).

A.70. The State will serve as the Central Registry for all incoming Intergovernmental IV-D case requests, such as requests for case status and application of appropriate child support enforcement remedies, and will disseminate these requests to the Contractor.

A.71. The State will provide, to the Contractor, all essential forms to be used in the administration of the program as well as hard copies of the Tennessee Child Support Handbook.

A.72. The State will provide, to the Contractor, a program policy manual.

A.73. The State will make application, in appropriate cases and upon Contractor request, to the United States Department of Health and Human Services (DHHS) for permission to utilize a United States District Court to enforce a child support order against a non-custodial parent who is present in another state.

A.74. The State will make application, in appropriate cases and upon Contractor request, to the United States Department of Health and Human Services (DHHS) for certification to the Department of Treasury for purposes of full collection services of unpaid child support obligations.

A.75. The State will meet with Contractors, at a minimum, on a quarterly basis.

A.76. The State will offer, at no charge to the Contractor, telephone interpreter service.

A.77. The State will provide email, PC Forms, and 3270 access (currently Attachmate) software to the Contractor. Access to e-mail using any device not provided by the State must be through the Outlook Web App only, or any other application that may be later specified by the State. Connection to email via ActiveSync or any other third party product not specified by the State is prohibited.

A.78. The State will provide the Contractor the required computers to access TCSES.

A.79. Warranty. Contractor represents and warrants that throughout the Term of this Contract ("Warranty Period"), the goods or services provided under this Contract shall conform to the terms and conditions of this Contract. 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 all goods or services provided under this Contract shall be provided in a timely and professional manner, by qualified and skilled individuals, 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.

A.80. 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:

This Contract shall be effective for the period beginning May 1, 2016, and ending on April 30, 2019. 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.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Written Dollar Amount ($Number) ("Maximum Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.

C.2. Compensation Firm. The payment methodology in Section C.3. of this Contract shall constitute the entire compensation due the Contractor for all goods or services provided under this Contract regardless of the difficulty, materials or equipment required. The payment methodology includes all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Contractor.

C.3. Payment Methodology. The Contractor shall be compensated based on the payment methodology for goods or services authorized by the State in a total amount as set forth in Section C.1.

a. The Contractor's compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.

b. The Contractor shall be compensated based upon the following payment methodology:

Goods or Services Description	**Amount** (per compensable increment)
Child Support Enforcement Services Contract Year 1 (May 1, 2016 – April 30, 2017)	$ Number per month
Child Support Enforcement Services Contract Year 2 (May 1, 2017 – April 30, 2018)	$ Number per month
Child Support Enforcement Services Contract Year 3 (May 1, 2018 – April 30, 2019)	$ Number per month

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

C.5. Invoice Requirements. The Contractor shall invoice the State only for goods delivered and accepted by the State or services satisfactorily provided at the amounts stipulated in Section C.3., above. Contractor shall submit invoices and necessary supporting documentation, no more frequently than once a month, and no later than thirty (30) days after goods or services have been provided to the following address:

Linda Cowan, Account Technician 2
Department of Human Services
Child Support Fiscal Services
400 Deaderick Street
Citizens Plaza Building 11th Floor
Nashville, TN 37243-1403

a. Each invoice, on Contractor's letterhead, shall clearly and accurately detail all of the following information (calculations must be extended and totaled correctly):

(1) Invoice number (assigned by the Contractor);
(2) Invoice date;
(3) Contract number (assigned by the State);
(4) Customer account name: Tennessee Department of Human Services, Division of Child Support 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.

d. At the sole discretion of the State, the amount per compensable increment of any service for which the State receives an invoice later than prescribed herein shall be subject to a reduction in amount of up to 100%. In the case of an untimely invoice, before any payment will be considered by the State, the Contractor must submit a written request regarding the untimely invoice, which shall detail the reason the invoice is untimely as well as the Contractor's plan for submitting all future invoices no later than prescribed herein, and it must be signed by an individual empowered to bind the Contractor to this Contract.

C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or other matter. A payment by the State shall not be construed as

acceptance of goods delivered, any part of the services provided, or as approval of any amount invoiced.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment that is determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, to not constitute proper compensation for goods delivered or services provided.

C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee, any amounts that are or shall become due and payable to the State of Tennessee by the Contractor.

C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following, properly completed documentation.

a. The Contractor shall complete, sign, and present to the State an "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, all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, shall be made by automated clearing house.

b. The Contractor shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number in the Substitute W-9 Form must be the same as the Contractor's Federal Employer Identification Number or Tennessee Edison Registration ID.

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:

Ken Hall, Program Director
Department of Human Services
400 Deaderick Street
Citizens Plaza Building, 14th Floor
Nashville, TN 37243-1403
Ken.hall@tn.gov
Phone # (615)313-5208
FAX # (615) 532-2791

The Contractor:

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

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

D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable State officials.

D.4. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Contract upon written notice to the Contractor. The State's exercise of its right to terminate this Contract shall not constitute a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the State terminates this Contract due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date. Should the State exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.

D.5. Termination for Convenience. The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least thirty (30) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Contractor for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.

D.6. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract ("Breach Condition"),the State shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Contract.

D.7. Assignment and Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without the prior written approval of the State. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.

D.8. Conflicts of Interest. The Contractor warrants that no part of the Contractor's compensation shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages,

compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed under this Contract.

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

D.9. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal or state law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.10. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment B, semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.

b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.

c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.

d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.

e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.

D.11. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

D.12. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.13. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.

D.14. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.

D.15. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one Party are not employees or agents of the other Party.

D.16 Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless for any costs to the State arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.

D.17. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. The State's total liability under this Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability. This limitation of liability is cumulative and not per incident.

D.18. Limitation of Contractor's Liability. In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Maximum Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for intentional torts, criminal acts, fraudulent conduct, or omissions that result in personal injuries or death.

D.19. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on

the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State to enforce the terms of this Contract.

In the event of any suit or claim, the Parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

D.20. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Contract.

a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.

b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.

c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.

d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

D.21. Tennessee Consolidated Retirement System. Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, *et seq*., the law governing the Tennessee Consolidated Retirement System ("TCRS"), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-35-101, *et seq.*, accepts State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.

D.22 Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.

D.23. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded 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 and regulations in the performance of this Contract.

D.26. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Tennessee Claims Commission or the state or federal courts in

Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 407.

D.27. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.

D.28. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.

D.29. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

D.30. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:

a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;

b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below);

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. Insurance. The Contractor shall carry adequate liability and other appropriate forms of insurance.

a. The Contractor shall maintain, at minimum, the following insurance coverage:

(1) Comprehensive Commercial General Liability (including personal injury & 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) aggregate.

b. The Contractor shall provide a valid Certificate of Insurance naming the State as an additional insured and detailing Coverage Description; Insurance Company & Policy Number; Exceptions and Exclusions; Policy Effective Date; Policy Expiration Date; Limit(s) of Liability; and Name and Address of Insured. Contractor shall obtain from Contractor's insurance carrier(s) and will deliver to the State waivers of the subrogation rights under the respective policies. Failure to provide required evidence of insurance coverage shall be a material breach of this Contract.

E.3. Confidentiality of Records. The Contractor agrees that strict standards of confidentiality of records shall be maintained in accordance with State and Federal law and regulations (Reference TCA Sections 71-1-131, 71-3-119, 45-10-101 et seq., 45-10-118,and 50-7-701, 45 Code of Federal Regulations Sections 205.50, 303.21, and 307.13; 26 U.S.C. Section 6103(*l*); 42 U.S.C. Sections 653, and 1320b-7), and all other applicable State and Federal laws regulations and any and all data-sharing agreements between the Tennessee Department of Human Services and the Federal Government, specifically including, but not limited to, the SDS-BENDEX-SVES for 1137 and/or Child Support Benefit Programs Data Matching Agreement between the Social Security Administration and the Tennessee Department of Human Services.

a. All material and information provided to the Contractor by the State or acquired by the Contractor on behalf of the State from any non-public source whether verbal, written, electronic data, magnetic tape, cards or otherwise shall be regarded as confidential information in accordance with the provisions of State and Federal law and ethical standards and shall not be disclosed, except as otherwise permitted by law, regulation or court order, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with Federal and State law and ethical standards.

b. The Contractor further agrees that any information provided by the State relative to applicants or recipients of public assistance is to be used only for the administration of this Contract or in any investigation, prosecution, or criminal, administrative or civil proceeding conducted pursuant to this Contract. The Contractor agrees to provide safeguards to restrict the use or disclosure of any information concerning such applicants or recipients to purposes stated in this section.

c. The safeguards so provided shall also prohibit disclosure to any legislator, legislative or other committee or legislative body, investigator, attorney, or prosecutor of any information which identifies by name or address any such applicant or recipient, except as otherwise permitted by law.

d. The Contractor agrees that any Federal or State tax related information will be treated as confidential as set forth in this section, and will be used solely for purposes of administering the child support program, unless otherwise required by law.

e. It shall be the Contractor's responsibility to ensure that any destruction of confidential information, as described in this section, will be accomplished in a manner consistent with State policy and Federal regulations pertaining to the destruction of private or confidential data. Confidential information shall be destroyed completely by a method that assures complete obliteration, removal, or destruction to preclude recognition or reconstruction of the confidential information.

f. The Contractor's obligations under this section do not apply to information: in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the

information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure.

g. In performance of this Contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements regarding Federal Tax Information (FTI):

(1) All work will be done under the supervision of the Contractor or the Contractor's employees.

(2) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this Contract. Disclosure to anyone other than an officer or employee of the Contractor is prohibited.

(3) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.

(4) The Contractor certifies that the data processed during the performance of this Contract will be completely purged from all data storage components of his or her computer facility; no output will be retained by the Contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the Contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.

(5) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the State or its designee. When this is not possible, the Contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the State or its designee with a statement containing the date of destruction, description of material destroyed, and the method used.

(6) All computer systems processing, storing, or transmitting Federal tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the system must have the following minimum requirements: a security policy, accountability, assurance, and documentation. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.

(7) No work involving Federal tax information furnished under this Contract will be subcontracted without prior written approval from the State.

(8) The Contractor will maintain a list of employees having authorized access. Such list will be provided to the State upon request and, upon request, to the IRS reviewing office.

(9) The State will have the right to void the Contract if the Contractor fails to provide the safeguards described above.

h. Criminal /Civil Sanctions: Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such

returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as five thousand dollars ($5,000.00) or imprisonment for as long as five (5) years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than one thousand dollars ($1,000.00) with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the Contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as one thousand dollars ($1,000.00) or imprisonment for as long as one (1) year, or both, together with the costs of prosecution. Such person shall also notify each officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of one thousand dollars ($1,000.00) for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.

Additionally, it is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(I)(1), which is made applicable to Contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a Contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully disclosed the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than five thousand dollars ($5,000.00).

i. Inspection: The IRS and the State shall have the right to send its officers and employees into the offices and plants of the Contractor for inspection of the facilities and operations provided for the performance of any work under this Contract. On the basis of such inspection, specific measures may be required in cases where the Contractor is found to be non-compliant with Contract safeguards.

j. The Contractor agrees, and understands, that access to FTI must be preceded by certification that all personnel of the Contractor and its subcontractors understand security policy and procedures for safeguarding IRS information. Training provided prior to initial certification, and annually thereafter, must include, but not be limited to, Incident Response policy and procedures for reporting unauthorized disclosures and data breaches. Further, the Contractor agrees that all personnel of the Contractor, and all personnel of subcontractors performing services under this Contract for the Contractor, authorized to handle Federal tax related information will sign, annually, an IRS Confidentiality Form, to be provided by the State, with the original signed forms to be

maintained by the Contractor, along with a current list of its employees, and those of its subcontractors, performing services under this Contract. These IRS Confidentiality Forms, and the list of Contractor's employees and those of its subcontractors performing services under this Contract, shall be made available to the State and the IRS upon request.

k. It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

E.4. Printing Authorization. The Contractor agrees that no publication coming within the jurisdiction of Tenn. Code Ann. §§ 12-7-101, *et. seq*., shall be printed pursuant to this Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103 (d).

E.5. Ownership of Software and Work Products.

a. Definitions.

(1) "Contractor-Owned Software," shall mean commercially available software the rights to which are owned by Contractor, including but not limited to commercial "off-the-shelf" software which is not developed using State's money or resources.

(2) "Custom-Developed Application Software," shall mean customized application software developed by Contractor solely for State.

(3) "Rights Transfer Application Software," shall mean any pre-existing application software owned by Contractor or a third party, provided to State and to which Contractor will grant and assign, or will facilitate the granting and assignment of, all rights, including the source code, to State.

(4) "Third-Party Software," shall mean software not owned by the State or the Contractor.

(5) "Work Product," shall mean all deliverables exclusive of hardware, such as software, software source code, documentation, planning, etc., that are created, designed, developed, or documented by the Contractor exclusively for the State during the course of the project using State's money or resources, including Custom-Developed Application Software. If the deliverables under this Contract include Rights Transfer Application Software, the definition of Work Product shall also include such software. Work Product shall not include Contractor-Owned Software or Third-Party Software.

b. Rights and Title to the Software

(1) All right, title and interest in and to the Contractor-Owned Software shall at all times remain with Contractor, subject to any license granted under this Contract.

(2) All right, title and interest in and to the Work Product, and to modifications thereof made by State, including without limitation all copyrights, patents, trade secrets and other intellectual property and other proprietary rights embodied by and arising out of the Work Product, shall belong to State. To the extent such rights do not automatically belong to State, Contractor hereby assigns, transfers, and conveys all right, title and interest in and to the Work Product, including without limitation the copyrights, patents, trade secrets, and other intellectual property rights arising out of or embodied by the Work Product. Contractor and its employees, agents, contractors or representatives shall execute any other

documents that State or its counsel deem necessary or desirable to document this transfer or allow State to register its claims and rights to such intellectual property rights or enforce them against third parties.

(3) All right, title and interest in and to the Third-Party Software shall at all times remain with the third party, subject to any license granted under this Contract.

c. The Contractor may use for its own purposes the general knowledge, skills, experience, ideas, concepts, know-how, and techniques obtained and used during the course of performing under this Contract. The Contractor may develop for itself, or for others, materials which are similar to or competitive with those that are produced under this Contract.

E.6. 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.7. 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.8. Public Accountability. If the Contractor is subject to Tenn. Code Ann. §§ 8-4-401, *et seq*., or if this Contract involves the provision of services to citizens by the Contractor on behalf of the State, the Contractor agrees to establish a system through which recipients of services may present grievances about Contractor's operation of the service program. The Contractor shall also display in a prominent place, located near the passageway through which the public enters in order to receive contract-supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating the following:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY THAT YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454

The sign shall be of the form prescribed by the Comptroller of the Treasury. The contracting state agency shall request copies of the sign from the Comptroller of the Treasury and provide signs to contractors.

E.9. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Contractor shall prohibit smoking of tobacco products within any indoor premises in which services are provided pursuant to this Contract to individuals under the age of eighteen (18) years. The Contractor shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Contract.

E.10. 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 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.11. 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 34513-36116 (Attachment 6.2) 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.12. 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 and full right and opportunity to conduct the Contractor's own defense thereof, 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.13. 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.14. Unencumbered Personnel. The Contractor shall not restrict its employees, agents, subcontractors or principals who perform services for the State under this Contract from performing the same or similar services for the State after the termination of this Contract, either as a State employee, an independent contractor, or an employee, agent, subcontractor or principal of another contractor with the State.

E15. Personally Identifiable Information. While performing its obligations under this Contract, Contractor may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Contractor agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Contractor shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Contractor and in accordance with this Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Contractor shall immediately notify State: (1) of any disclosure or use of any PII by Contractor or any of its employees, agents and representatives in breach of this Contract; and (2) of any disclosure of any PII to Contractor or its employees, agents and representatives where the purpose of such disclosure is not known to Contractor or its employees, agents and representatives. The State reserves the right to review Contractor's policies and procedures used to maintain the security and confidentiality of PII and Contractor shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify and/or procure that Contractor is in full compliance with its obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Contractor shall immediately return to the State any and all PII which it has received under this Contract and shall destroy all records of such PII.

The Contractor shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Contractor ("Unauthorized Disclosure") that come to the Contractor's attention. Any such report shall be made by the Contractor within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Contractor. Contractor shall take all necessary measures to halt any further Unauthorized Disclosures. The Contractor, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Contractor shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Contract or otherwise available at law.

E.16. Federal Funding Accountability and Transparency Act (FFATA). This Contract requires the Contractor to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Contractor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Contractor provides information to the State as required.

The Contractor shall comply with the following:

a. Reporting of Total Compensation of the Contractor's Executives.

(1) The Contractor shall report the names and total compensation of each of its five most highly compensated executives for the Contractor's preceding completed fiscal year, if in the Contractor's preceding fiscal year it received:

i. 80 percent or more of the Contractor's annual gross revenues from federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
ii. $25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and subawards); and
iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

(2) Total compensation means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 C.F.R. § 229.402(c)(2)):

i. Salary and bonus.
ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
v. Above-market earnings on deferred compensation which is not tax qualified.
vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

b. The Contractor must report executive total compensation described above to the State by the end of the month during which this Contract is awarded.

c. If this Contract is amended to extend the Term, the Contractor must submit an executive total compensation report to the State by the end of the month in which the term extension becomes effective.

d. The Contractor will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Contract. More information about obtaining a DUNS Number can be found at: http://fedgov.dnb.com/webform/

The Contractor's failure to comply with the above requirements is a material breach of this Contract for which the State may terminate this Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Contractor unless and until the Contractor is in full compliance with the above requirements.

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME:

CONTRACTOR SIGNATURE **DATE**

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF HUMAN SERVICES:

RAQUEL HATTER, COMMISSIONER **DATE**

ATTACHMENT A

PERFORMANCE REQUIREMENTS AND CONTRACT PAYMENT REDUCTIONS

1	Failure to timely submit a written corrective action plan addressing failure to meet one or more performance standards outlined in A.7.b.-f. or addressing Program Deficiencies determined by the Self-Assessment and/or Program Review process. (Reference Sections A.8., A.9., A.10, A.11, A.64, A.66, A 67, and A.68.)	Seven Hundred Fifty Dollars ($750.00)	Per calendar day that a corrective action plan is not received following the passage of the sixty (60) days specified for the development of corrective action plan
2	Failure to correct during the corrective action period, the cited deficiencies being addressed by the corrective action plan. (Reference Sections A.8., A.9., and A.69.)	One Thousand Five Hundred Dollars ($1,500.00)	Per calendar month following lapse of the period approved for corrective action to accomplish the desired results
3	Failure to clarify and/or revise within fifteen (15) business days <u>any</u> Corrective Action Plan which the State determines to be unacceptable. (Reference Section A.10. and A.67.)	Five Hundred Dollars ($500.00)	Per calendar day
4	Failure to provide the State, no later than July 31, 2016, a tested version of the Disaster Recovery / Business Continuity Plan or to notify the State, by the due date as specified, of alterations to the documented and tested Disaster Recovery / Business Continuity Plan. (Reference Section A.24.)	Seven Hundred Fifty Dollars ($750.00)	Per calendar day
5	Failure to ensure that office(s) are open and staffed on all days and times that the State is open and staffed. (Reference Section A.31.)	Five Thousand Dollars ($5,000.00)	Per incident
6	Failure to maintain staffing at a level consistent with one (1) FTE position per four hundred and fifty (450) cases. (Reference Section A.31.)	Seven Thousand Five Hundred Dollars ($7,500.00)	Per FTE, per incident, following the passage of the thirty (30) days until next reporting of staffing level and caseload
7	Failure to maintain staffing consistent with the staffing narrative submitted in the Contractor's Technical Proposal seeking this Contract. (Reference Section A.31.)	Ten Thousand Dollars ($10,000.00)	Per month, per incident
8	Failure to meet standards related to providing sufficient incoming telephone lines. (Reference Section A.41.)	Three Thousand Dollars ($3,000.00)	Per incident per day
9	A) Failure to adhere to the provisions outlined in A.42. through A.46. B) Failure to comply with the requirements for adherence to the interpretation and application of the Tennessee Child Support Guidelines (Reference Section A.43.); C) Failure to adhere to all orders of the Court of competent jurisdictions except when the order has not been finalized due to timely appeal (Reference Section A.44.); D) Failure of the Contractor to adhere to all final orders of an administrative hearing officer of the Department or appealing a final order of the Commissioner of Human Services (Reference Section A.45.); E) Failure to adhere to the interpretation of the effect of Rule 43 of the Tennessee Rules of Appellate Procedures relative to the finality and effectiveness of a judicial order. (Reference Section A.46.)	Seven Thousand Five Hundred Dollars ($7,500.00)	Per incident

ATTACHMENT A (CONTINUED)

PERFORMANCE REQUIREMENTS AND CONTRACT PAYMENT REDUCTIONS

10	Failure to provide Monthly Project Update Report, no later than the fifteenth day of the month following the month for which the reporting is done. Failure to provide additional reports as requested by the State. (Reference Section A.48.)	Five Hundred Dollars ($500.00)	Per incident
11	Failure to insure that all personnel of the Contractor and of any subcontractors authorized to handle Federal tax related information sign an IRS Confidentiality Form annually (Reference Section E.3.j.)	Five Hundred Dollars ($500.00)	Per person per required event
12	Failure to meet or exceed performance standards specified in Section A.7., *et. seq*. (Reference Section A.7., *et. seq.*)	An amount equal to two percent (2%) of the compensation paid to the Contractor during the contract year(s) in which the performance standards were not met.	Per performance standard not attained, per service provision year
13	Failure to provide written notice to the State a minimum of thirty (30) days in advance if unable to begin service delivery on May 1, 2016. (Reference Section A.1.)	One Thousand Dollars ($1,000.00)	Per calendar day short of the thirty (30) days advance notice
14	Failure to begin service delivery on May 1, 2016. (Reference Section A.1.)	An amount equal to the cost incurred by the State to deliver the services from May 1, 2016 through the entire period of time the Contractor is unable to perform.	Per incident

ATTACHMENT B

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

If the attestation applies to more than one contract, modify this row accordingly. **SUBJECT CONTRACT NUMBER:**	
CONTRACTOR LEGAL ENTITY NAME:	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	

If the attestation applies to more than one contract, modify the following paragraph accordingly.

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 C

AUTHORIZED INDIVIDUALS

CONTRACTOR:

STATE:

Raquel Hatter, Commissioner, Department of Human Services

Patricia Stubblefield, Assistant Commissioner, Family Assistance and Child Support

Charles Bryson, Director, Child Support Operations

ATTACHMENT D

MINIMUM SPECIFICATIONS FOR COMPUTERS PROVIDED BY THE STATE (Reference A.55 and A.79)

The computers provided by the State will have, at a minimum, a Dual-core Processor (2.4 GHz), 2 GB RAM, 250 GB (approximate) hard drive running Windows 7.

EXHIBIT 1

PERFORMANCE AND CASE HISTORICAL DATA FOR TENNESSEE'S 10th JUDICIAL DISTRICT

1) Based on the Monthly OCSE-157 Report for April 2015, the caseload contained the following open IV-D cases:

Current Assistance – 1,675

Former Assistance – 4,210

Never Assistance – 5,291

2) Performance ratios for the past 5 federal fiscal years are as follows:

	FFY-2010	FFY-2011	FFY-2012	FFY-2013	FFY-2014
Paternity Est.	117.43	114.80	109.08	112.97	107.65
Cases With Orders	75.67	78.61	81.54	84.07	88.54
Coll. On Current Supp.	51.22	53.05	55.68	55.79	56.39
Coll. On Arrears Cases	54.54	56.29	53.80	52.91	53.88

3) Total disbursed collections for the past 5 federal fiscal years:

FFY-10: $16,535,853.00
FFY-11: $17,669,269.00
FFY-12: $18,787,350.00
FFY-13: $18,788,552.00
FFY-14: $19,751,226.00

EXHIBIT 1 (Con't)

Statewide Performance ratios for the past 5 federal fiscal years are as follows:

	FFY-2010	FFY-2011	FFY-2012	FFY-2013	FFY-2014
Paternity Est.	96.87	97.86	97.94	102.49	98.39
Cases With Orders	68.88	70.66	74.89	76.89	81.43
Coll. On Current Supp.	51.90	52.70	55.02	56.08	57.25
Coll. On Arrears Cases	57.45	57.53	56.84	58.31	59.90

Caseload Size Data for the 10th Judicial District (Open IV-D Cases)

	SEPT - 2011	SEPT - 2012	SEPT - 2013	SEPT - 2014	APRIL-2015
Open IV-D Cases	12,880	12,591	12,326	11,607	11,176

EXHIBIT 2

BRIEF SUMMARY OF THE STATE'S CURRENT VPN TUNNELING TECHNOLOGY

- Cisco ASA 5520 Appliances, using standard Cisco failover over a Layer 2 connection to geographically separated Data Centers that provide seamless failover.
- The State requires public IP addresses in the encryption domain to and from contractors.
- The contractor's encrypted host or domain must be different from the Peer IP address to work with State routing.