



STATE OF TENNESSEE
RFP # 33710-65910
AMENDMENT # 2

March 1, 2010

THE SUBJECT RFP IS HEREBY AMENDED AS FOLLOWS.

1. The following RFP Schedule of Events updates or confirms scheduled RFP dates.

EVENT	TIME	DATE	UPDATED / CONFIRMED
1) RFP Issued		January 6, 2010	CONFIRMED
2) Disability Accommodation Request Deadline	2:00 p.m.	January 11, 2010	CONFIRMED
3) Notice of Intent to Propose Deadline	2:00 p.m.	January 12, 2010	CONFIRMED
4) Written "Questions & Comments" Deadline	11:00 a.m.	January 19, 2010	CONFIRMED
5) State Responds to Written "Questions & Comments"		February 4, 2010	CONFIRMED
6) Proposal Deadline	2:00 p.m.	February 17, 2010	CONFIRMED
7) State Completion of Technical Proposal Evaluations		March 2, 2010	UPDATED
8) State Opening & Scoring of Cost Proposals	2:00 p.m.	March 3, 2010	UPDATED
9) State Evaluation Notice Released <u>and</u> RFP Files Opened for Public Inspection	4:00 p.m.	March 4, 2010	UPDATED
10) Contract Signing		March 16, 2010	UPDATED
11) Contractor Contract Signature Deadline	2:00 p.m.	March 23, 2010	UPDATED
12) Contract Start Date		March 29, 2010	CONFIRMED



STATE OF TENNESSEE
RFP # 33710-65910
AMENDMENT # 1

February 4, 2010

THE SUBJECT RFP IS HEREBY AMENDED AS FOLLOWS.

1. The following RFP Schedule of Events updates or confirms scheduled RFP dates.

EVENT	TIME	DATE	UPDATED / CONFIRMED
1) RFP Issued		January 6, 2010	CONFIRMED
2) Disability Accommodation Request Deadline	2:00 p.m.	January 11, 2010	CONFIRMED
3) Notice of Intent to Propose Deadline	2:00 p.m.	January 12, 2010	CONFIRMED
4) Written "Questions & Comments" Deadline	11:00 a.m.	January 19, 2010	CONFIRMED
5) State Responds to Written "Questions & Comments"		February 4, 2010	CONFIRMED
6) Proposal Deadline	2:00 p.m.	February 17, 2010	CONFIRMED
7) State Completion of Technical Proposal Evaluations		March 5, 2010	CONFIRMED
8) State Opening & Scoring of Cost Proposals	2:00 p.m.	March 8, 2010	CONFIRMED
9) State Evaluation Notice Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	March 10, 2010	CONFIRMED
10) Contract Signing		March 22, 2010	CONFIRMED
11) Contractor Contract Signature Deadline	2:00 p.m.	March 29, 2010	CONFIRMED
12) Contract Start Date		March 29, 2010	UPDATED

2. The following State responses to the questions detailed shall amend or clarify this RFP accordingly. (NOTE: Any restatement of RFP text in the Question/Comment column below shall NOT be construed to change the actual wording of the RFP document.)

QUESTION/COMMENT	STATE RESPONSE
1) Will the State release the names of the companies that have submitted a Notice of Intent to Propose for purposes of the utilization/ participation of small, minority and women-owned businesses?	The names of the companies that submitted a Notice of Intent to Propose to this RFP will be released when RFP files are open for public inspection. See the Schedule of Events in RFP Section 2 for the scheduled date/time for this event.

QUESTION/COMMENT	STATE RESPONSE
<p>2) The State has indicated responses to contractor submitted questions will be provided on February 4, 2010. Given that expected responses could impact the proposal content will the State consider a 14-day extension of the Bid Due Date to allow the contractors to construct high-quality bids which will provide the State with thorough and complete information needed to reach an informed and fair decision?</p>	<p>No, the RFP Schedule of Events in RFP Section 2 stands as written.</p>
<p>3) (a) Per Section 5.3.6, will the State negotiate the terms and conditions (Sections B,C & E.6) found in the Pro Forma Contract based on the Contractor's requested revisions to terms and conditions submitted with the proposal? (b) Would the state consider responding to this question at its earliest convenience as it may impact our ability to bid?</p>	<p>(a) No, See RFP Section 3.3.1. The language in RFP Sections 3.3.1 and 5.3.6 stands as written. (b) No, See RFP Schedule of Events for the scheduled date when State Responses to Written Questions & Comments will be provided. The RFP Schedule of Events stands as written.</p>
<p>4) Will the winning bidder need to accept the contract as-is, or can changes be proposed during the proposal or negotiation process?</p>	<p>No, See RFP Section 3.3 for Proposal & Proposer Prohibitions. See RFP Section 3.6, Proposal of Additional Services. See RFP Section 5.3.6. The language in RFP Sections 5.3.6, 3.3, and 3.6 stands as written.</p>
<p>5) Does the second statement defining that the feasibility study shall determine the most cost effective model that could 'be exported and implemented by other states' imply that compatibility should be accommodated for states in addition to TN, GA, NC, and SC?</p>	<p>No.</p>
<p>6) Are there any restrictions on primary contractors (or sub-contractors) that submit a proposal in response to this RFP to participate in any follow-on RFP solicitations for this project?</p>	<p>No, Only the winning proposer, primary contractors (or sub-contractors), would be restricted to participate in any follow-on RFP solicitations for this consortium project.</p>
<p>7) If a vendor participates in the feasibility study portion of this project, either as a primary contractor or sub-contractor, are there any restrictions to them selling their products as solutions in response to any future follow-on solicitations?</p>	<p>See response in question 6.</p>
<p>8) Is the prime contractor firm precluded from providing systems integration services as the prime contractor or as a subcontractor in the future for UI Modernization in Tennessee, North Carolina, South Carolina, or Georgia?</p>	<p>See response in question 6.</p>
<p>9) Are the subcontractor firms precluded from providing systems integration services as the prime contractor or as a subcontractor in the future for UI Modernization in Tennessee, North Carolina, South Carolina, or Georgia?</p>	<p>See response in question 6.</p>
<p>10) Is the vendor selected for this phase of the project eligible to compete/participate in subsequent phases of the initiative and solution development?</p>	<p>See response in question 6.</p>
<p>11) (a) In order to evaluate the best options for a functional, technical and operational cost effective solution will the State share the budget for the selected contractor to complete this feasibility project? (b) Are there other costs that need to be paid from the available budget, or (c) will the full amount be available for this contract?</p>	<p>(a) No; (b) Yes; (c) No, the full amount is not available for this contract.</p>

QUESTION/COMMENT	STATE RESPONSE
<p>12) Analysis in the public domain indicates the consortium project team has estimated the cost for this effort. a. Does the consortium have a budget expectation for this phase of the project? b. If so, how was that budget established considering the effort required to collect, analyze, and compare processes across 4 states?</p>	<p>(a) Yes; (b) Each state has allocated money for this project and the budget is comprised of some of the allocated funds from all four states.</p>
<p>13) Has an information library been established to provide access to relevant or referenced documentation in support this RFP response? For example: • State of TN DOL Information Technology Methodology (ITM); • Examples of or complete library of “As Is” business process documentation from each of the four States; • Examples of or complete library of “As Is” technical architecture from each of the four States; • Examples of or complete library of “As Is” system architecture from each of the four States; • Examples from each State that supports the “To-Be” collaboration phase (e.g., pain points, identified opportunities for improvement, root cause analysis).</p>	<p>Yes, each state has a “As is” UI Benefit Processes including Manual Processes, refer to Pro Forma Contract Section A.11.d. Also, Pro Forma Contract Section A.5 states: The Southeast Consortium shall provide collaboration software for the project which will include a common repository for project documentation. MindTouch is the only acceptable collaboration tool for this project.</p>
<p>14) The RFP indicates that “Meeting Facilitator(s) shall have working knowledge of the State’s collaboration software, MindTouch.” Is MindTouch is the only option for a collaboration tool, or would IBM Lotus or Microsoft SharePoint be acceptable?</p>	<p>Yes, The language in Pro Forma Contract Sections A.5 and A.9.c.5 stands as written. MindTouch is the only collaboration tool that will be used for this project.</p>
<p>15) Re “The Southeast Consortium shall provide collaboration software for the project...” Has the collaboration software been identified?</p>	<p>MindTouch is the only collaboration tool that will be used for this project as documented in Pro Forma Contract Section A.9.c.5.</p>
<p>16) Does the State have a list of preferred or pre-approved requirements management tools? Is Rational or Excel an acceptable software package?</p>	<p>See Pro Forma Contract Section A.5, second paragraph, for the requirements management tool requirements. The language in Pro Forma Contract Section A.5 stands as written.</p>
<p>17) Per the RFP; “The Contractor shall provide a resource to facilitate sessions with project team members from each State and document the general system requirements for a new UI Benefit system.” Are these facilitated sessions conducted with individual states in separate sessions or is this a collaborated series of sessions with state representatives in the same sessions?</p>	<p>The Vendor's approach, with the approval from the Southeast Consortium, will determine how the facilitated sessions occur.</p>
<p>18) (a) Would the State elaborate on its vision for how much of this work will be co-located at each of the four states through the duration of the project? (b) Has the State selected a “primary” work location for work to be completed?</p>	<p>(a) The vendor's recommended approach for meeting contract requirements shall require approval of the consortium states. (b) The primary work location is expected to be Nashville, TN, since TN is the lead state for this consortium project.</p>
<p>19) What percentage of the vendor’s work is to be done on-site at the state locations?</p>	<p>The percentage of Contractors work at each state will depend on proposer approach and time required in sessions to define requirements and other project activities which requires the consortium approval. Please refer to the language in the Pro Forma Contract in A.9.c. Any exceptions shall require approval of the State Project Manager.</p>

QUESTION/COMMENT	STATE RESPONSE
<p>20) Per the RFP; "For each requirement, the Contractor shall identify the State(s) that approve the requirement as written and document the exceptions and reason the requirement does not apply to one or more state(s)." Is it anticipated that each State approve each detailed requirement, as defined in the planning detail level Section A12.a, in addition to approving the high level requirements documented at the planning phase high level higher level Section A11.e (1)?</p>	<p>Yes</p>
<p>21) Will the State provide more information on the level of detail expected for the data model and use cases developed during the planning phase? Based on our understanding of the RFP, the work completed at that point will be technology-independent (which limits the amount of detail) and final recommendations will not have been developed during the planning phase?</p>	<p>The language in Pro Forma Contract Section A.12.b. stands as written. The requirements in Pro Forma Contract Section A.12.b shall encompass all UI Benefit System functionality that is in the approved scope and shall be documented at the lowest level of detail possible, while maintaining technology independence, as determined by consortium states.</p>
<p>22) (a) Will the State share its vision for the proof-of-concept delivered during the planning phase? (b) Based on our understanding of the RFP, the work completed at that point will be technology-independent (which limits the amount of detail) and final recommendations will not have been developed during the planning phase?</p>	<p>(a) The language in Pro Forma Contract Section A.12.d stands as written. For clarification, the Proof of Concept shall be developed for a functional area, as determined by consortium states, that demonstrates a single code/solution set for the selected functional area can accommodate the four consortium states through re-configuration of parameters and/or the use of different configuration file settings or some techniques which must be specified. This Proof of Concept shall not be deployed to production, shall employ a simplified user interface, and shall have an overall objective of demonstrating the technical feasibility of a single code/solution set that satisfies common and state-unique requirements. The technology (ies) used in the Proof of Concept shall not be binding to any subsequent Development Phase; however, the re-configuration techniques shall be leveragable to the maximum extent feasible, as determined by the Southeast Consortium. (b) The requirements in Pro Forma Contract Section A.12.d shall encompass all UI Benefit System functionality that is in the approved scope and shall be documented at the lowest level of detail possible, while maintaining technology independence, as determined by consortium states. The language in Pro Forma Contract Section A.12.d, as well as other sections of the contract, stands as written.</p>
<p>23) Has the consortium enlisted support from a consultant/contractor to develop as-is documentation and, if so, is that contractor eligible to participate in this phase of the project?</p>	<p>No</p>
<p>24) What has been done to date in any of the consortium states to define their individual system needs?</p>	<p>The Contractor is required to define the systems need. However "As is" UI Benefit Processes documentation including Manual Processes is available refer Pro Forma Contract Section A.11.d.</p>
<p>25) Will the TN Project Manager consolidate feedback (including resolving conflicts) on project deliverables submitted for review and approval?</p>	<p>Yes</p>

QUESTION/COMMENT	STATE RESPONSE
<p>26) (a) Using a specific deliverable, can you describe the deliverable acceptance process in more detail? (b) Does each state approve each deliverable? (c) What if the states don't agree? (d) Can they provide the Deliverable Responsibility Matrix (mentioned in the RFP) and include that in their example?</p>	<p>(a) and (c) The language in C Pro Forma Contract Section A.6 stands as written. A Deliverable Responsibility Matrix and process for performing quality reviews of project deliverables has been developed by consortium states. Feedback from consortium states will be consolidated (including conflict resolution) and submitted to the vendor in accordance with contract requirements in Pro Forma Contract Section A.6. (b) Yes. (d) This information will be given to the winning proposer.</p>
<p>27) It is stated that this project is funded by grant money. a. Are there any specific reporting requirements that the vendor must adhere to? b. Can the state provide a copy of the grant application?</p>	<p>(a) No; (b)No.</p>
<p>28) The RFP states the Contractor shall meet with subject matter experts from each State to become familiar with UI Benefit roles and policies in each State. Does the consortium have an estimate or expectation as to how many people will need to be interviewed in each state to cover the current state processes?</p>	<p>The Vendor's approach, with the approval from the Southeast Consortium, will determine how many people will need to be interviewed in each state to cover the current state processes.</p>
<p>29) How is each State represented? What is the make-up of each State's project team?</p>	<p>There is a Project Steering Committee (PSC) with four voting members. The PSC consists of the UI Director from each of the consortium states. In addition, each state has a project team that includes a project manager subject matter experts from each functional area and IT staff. Also the state has contracted with the Information Technology Security Council (ITSC) for consulting services to the consortium to assist the states in performing quality assurance activities and in an advisory role. See Pro Forma Contract Section A.9.b for additional details.</p>
<p>30) The RFP states the existence of As-Is process documentation from each of the member states. Can the As-Is documentation be made available for review to facilitate potential contractors in developing the approach and cost estimation?</p>	<p>No, See Pro Forma Contract Section A.11.d.</p>
<p>31) Must the "project similar to the services sought" used for B.17 reflect the experience described in B.18?</p>	<p>Yes</p>
<p>32) Is there a set number of system options that are to be evaluated during the study?</p>	<p>No</p>
<p>33) On page 2 of the RFP, the purpose of the RFP is stated: "The purpose of this RFP is to procure vendor services to assist the Southeast Consortium in reviewing benefit operations in each state, defining and implementing a planned approach to collaboratively develop RFP quality requirements (functional, general system, and technical) for the development of a consortium-based Benefit system, a conceptual technical architecture that satisfies the requirements, conducting a feasibility study to evaluate the proposed plan and approach to develop a common UI benefits system, including operational and support concept models and options, and developing and presenting findings of this study." Does evaluation of operational and support concept models and options involve evaluating specific implementations in the marketplace? Or are the model to be evaluated conceptual models?</p>	<p>The evaluation of the operational and support concept models and options shall involve the evaluation of specific implementations in the marketplace and conceptual models.</p>

QUESTION/COMMENT	STATE RESPONSE
34) Would the State be willing to consider a 'best of breed' alignment of the TN ITM and a contractor's delivery method should the contractor demonstrate the benefits of the proven methods, existing assets or project accelerators?	At a minimum, the contractor must adhere to the State's ITM. The language in Pro Forma Contract Section A.7 stands as written.



**STATE OF TENNESSEE
DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT**

**REQUEST FOR PROPOSALS
FOR**

Procurement of Vendor Services to Assist the Southeast Consortium in Conducting a Study to Define & Evaluate A Planned Approach to Collaboratively Develop an Unemployment Insurance (UI) Benefit System and to Present Findings of this Study

RFP # 33710-65910

RFP CONTENTS

SECTIONS:

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

ATTACHMENTS:

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

Contract Attachment A - Attestation Re Personnel used in Contract Performance
Contract Attachment B - Deliverables Listing by Phase
Contract Attachment C - Contractor's Proposal

1. INTRODUCTION

Pursuant to a Memorandum of Understanding entered into on November 18, 2009, the State of Tennessee (TN), Department of Labor and Workforce Development, acting on behalf of the Southeast Consortium, consisting of the State of South Carolina (SC), the State of Georgia (GA), and the State of North Carolina (NC), and the TN Department of Labor and Workforce Development, hereinafter referred to as "the State," has issued this Request for Proposals (RFP) to define minimum service requirements; solicit proposals; detail proposal requirements; and, outline the State's process for evaluating proposals and selecting a contractor to provide the needed service.

Through this RFP, the State seeks to buy the best services at the most favorable, competitive prices and to give ALL qualified businesses, including those that are owned by minorities, women, persons with a disability, and small business enterprises, opportunity to do business with the state as contractors and sub-contractors.

Statement of Procurement Purpose

- 1.1 A consortium composed of the states of Tennessee (TN), Georgia (GA), North Carolina (NC) and South Carolina (SC), known as the Southeast Consortium, has been formed to develop and administer a study to determine the feasibility and best approach for designing, developing and implementing a core unemployment insurance (UI) benefits system that could be used by multiple state workforce agencies. TN has assumed the role of the lead state and, as such, will coordinate all activities related to this effort with participating states.

Many state UI systems are out-of-date and in danger of failing. The cost to implement and maintain these UI systems is considerable. A feasibility study will determine the most cost effective model to develop, deploy, and operate a consortium-based UI benefits core functionality system which could also subsequently be used by other states without the need to significantly customize the system, and/or be hosted in one state that provides automated services to other states. The goal is for multiple states to share a common core system that accommodates each state's individual needs.

The Southeast Consortium will be administered by a Steering Committee consisting of the UI Director from each state. A Project Team consisting of project management, subject matter experts (SME's) and technical staff from each state will carry out the work of the Southeast Consortium based on the direction of the Steering Committee. The Project Team will seek input from and provide feedback to other interested state staff, as well as to regional and national office staff.

TN will lead in the selection of the winning Proposer and administer the grant award. The Southeast Consortium Project Team will be responsible for providing input for and reviewing the Request for Proposal(s) (RFP) and participating in or providing input on the vendor selection.

TN and participating states will host the winning Proposer on-site to review benefit operations, provide staff to support the effort and respond to requests for information. The Project Steering Committee (PSC) and Project Teams of the Southeast Consortium are responsible for attending meetings/conferences for this feasibility study and for assisting in developing/presenting findings of the completed study.

The purpose of this RFP is to procure vendor services to assist the Southeast Consortium in reviewing benefit operations in each state, defining and implementing a planned approach to collaboratively develop RFP quality requirements (functional, general system, and technical) for the development of a consortium-based Benefit system, a conceptual technical architecture that satisfies the requirements, conducting a feasibility study to evaluate the proposed plan and approach to develop a common UI benefits system, including operational and support concept models and options, and developing and presenting findings of this study.

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

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

- 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 Proposer 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 disability, age, race, 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 # 33710-65910

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. Potential proposers must direct communications relating to this RFP to the following person designated as the RFP Coordinator.

Melvin O'Neal, RFP Coordinator
TN Department of Labor and Workforce Development
220 French Landing Drive, A-4
Nashville, TN 37243
615-532-1071
RFP.Labor@tn.gov

1.4.2.2. Notwithstanding the foregoing, potential proposers may contact:

- a. staff of the Governor's Office of Diversity Business Enterprise for assistance available to minority-owned, women-owned, and small businesses as well as general, public information relating to this RFP; 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:

Evelyn Gaines-Guzman
TN Department of Labor and Workforce Development
220 French Landing Drive, 4A
Nashville, TN 37243
(615) 253-1331
Evelyn.Gaines.Guzman@tn.gov

- 1.4.3. Only the State's official, written responses and communications will be binding with regard to this RFP. The State will consider oral communications of any type to be unofficial and non-binding.
- 1.4.4. Potential proposers must ensure that the State receives all written comments, including questions and requests for clarification, no later than the Written Comments Deadline detailed in the RFP Section 2, Schedule of Events.
- 1.4.5. Proposers must assume the risk of the method of dispatching any communication or proposal to the State. The State assumes no responsibility for delays or delivery failures resulting from the method of dispatch. Actual or digital "postmarking" of a communication or proposal to the State by a specified deadline date will not substitute for the State's actual receipt of a communication or proposal.
- 1.4.6. The State will convey all official responses and communications related to this RFP to the potential proposers from whom the State has received a Notice of Intent to Propose (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.
- 1.4.8. The State reserves the right to determine, at its sole discretion, the appropriate and adequate 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 within the discretion of Proposers to independently verify any information before relying thereon.

1.5. Assistance to Proposers With a Disability

Potential proposers with a disability may receive accommodation relating to the communication of this RFP and participating in the RFP process. Potential proposers may contact the RFP 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. Proposer Required Review & Waiver of Objections

- 1.6.1. Each potential proposer 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 potential proposer having questions and comments concerning this RFP must provide such in writing to the State no later than the Written Comments Deadline detailed in the RFP Section 2, Schedule of Events.
- 1.6.3. Protests based on any objection shall be considered waived and invalid if the objection has not been brought to the attention of the State, in writing, by the Written Comments Deadline.

1.7. Notice of Intent to Propose

Before the Notice of Intent to Propose Deadline detailed in the RFP Section 2, Schedule of Events, potential proposers should submit to the RFP Coordinator a Notice of Intent to Propose (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 Propose creates no obligation and is not a prerequisite for making a proposal, however, it is necessary to ensure receipt of any RFP amendments or other notices and communications relating to this RFP.

1.8. Proposal Deadline

A Proposer must ensure that the State receives a proposal no later than the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events. A proposal must respond, as required, to this RFP (including its attachments) as may be amended. The State will not accept late proposals, and a Proposer's failure to submit a proposal before the deadline will result in disqualification of the proposal.

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 (all dates are state business days)
1. RFP Issued		January 6, 2010
2. Disability Accommodation Request Deadline	2:00 p.m.	January 11, 2010
3. Notice of Intent to Propose Deadline	2:00 p.m.	January 12, 2010
4. Written "Questions & Comments" Deadline	11:00 a.m.	January 19, 2010
5. State Response to Written "Questions & Comments"		February 4, 2010
6. Proposal Deadline	2:00 p.m.	February 17, 2010
7. State Completion of Technical Proposal Evaluations		March 5, 2010
8. State Opening & Scoring of Cost Proposals	2:00 p.m.	March 8, 2010
9. State Evaluation Notice Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	March 10, 2010
10. Contract Signing		March 22, 2010
11. Contractor Contract Signature Deadline	2:00 p.m.	March 29, 2010

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 potential proposers from whom the State has received a Notice of Intent to Propose (refer to RFP Section 1.7).

3. PROPOSAL REQUIREMENTS

3.1. Proposal Form

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

- 3.1.1. **Technical Proposal.** The RFP Attachment 6.2., Technical Proposal & Evaluation Guide details specific requirements for making a Technical Proposal in response to this RFP. The 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 proposal 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 proposal, the state will deem the proposal to be non-responsive and reject it.

- 3.1.1.1. A Proposer must use the RFP Attachment 6.2., Technical Proposal & Evaluation Guide to organize, reference, and draft the Technical Proposal by duplicating the attachment, adding appropriate proposal page numbers as required, and using the guide as a table of contents covering the Technical Proposal.

- 3.1.1.2. A proposal should be economically prepared, with emphasis on completeness and clarity. A proposal, 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). All proposal pages must be numbered.

- 3.1.1.3. All information and documentation included in a Technical Proposal should respond to or address a specific requirement detailed in the RFP Attachment 6.2., Technical Proposal & 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 proposal to be non-responsive and reject it if:

- a. the Proposer fails to organize and properly reference the Technical Proposal as required by this RFP and the RFP Attachment 6.2., Technical Proposal & Evaluation Guide; or
- b. the Technical Proposal document does not appropriately respond to, address, or meet all of the requirements and proposal items detailed in the RFP Attachment 6.2., Technical Proposal & Evaluation Guide.

- 3.1.1.5. A proposal shall preclude advertising and promotional materials.

- 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 proposer fails to submit a cost proposal exactly as required, the state will deem the proposal to be non-responsive and reject it.

- 3.1.2.1. A Proposer 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.

3.1.2.3. A Proposer must sign and date the Cost Proposal.

3.1.2.4. A Proposer must submit the Cost Proposal to the State in a sealed package separate from the Technical proposal (as detailed in RFP Sections 3.2.3., *et seq.*).

3.2. **Proposal Delivery**

A Proposer must deliver a proposal in response to this RFP as detailed below. The State will not accept a proposal delivered by any other method.

3.2.1. A Proposer must ensure that both the original Technical Proposal and Cost Proposal documents meet all form and content requirements detailed within this RFP for such proposals including but not limited to required signatures.

3.2.2. A Proposer must submit original Technical Proposal and Cost Proposal documents and copies as specified below.

3.2.2.1. One (1) original Technical Proposal paper document labeled:

“RFP # 33710-65910 TECHNICAL PROPOSAL ORIGINAL”

and twelve (12) copies of the Technical Proposal each in the form of one (1) paper document labeled:

“RFP #33710-65910 TECHNICAL PROPOSAL COPY”

The original and each copy of the proposal must be in three-ring binders and tabbed with dividers into appropriate sections.

The front cover must have a separate and distinct control number for each of the 12 (twelve) printed copies placed in the bottom right corner. The control number naming convention is [Proposer Name]-[sequential number]. (e.g., [Proposer Name]-12). If there is more than one volume to the response, then the control number shall indicate the volume number as well (e.g., [Proposer Name]-12, vol.1”).

The original copy must be clearly labeled “Original” on the front cover. The original copy must be designated by control number “1”.

The proposal, as well as any reference material presented, must be written in English and must be written on standard 8 1/2" x 11" paper (although foldouts containing charts, spreadsheets, and oversize exhibits are permissible).

All proposal pages must be numbered.

3.2.2.2. One (1) original copy of the Technical Proposal each in the form of one (1) digital document in “PDF” format properly recorded on its own otherwise blank, standard CD-R recordable disc labeled:

“RFP # 33710-65910 TECHNICAL PROPOSAL ORIGINAL”

and twelve (12) copies of the Technical Proposal each in the form of one (1) digital document in “PDF” format properly recorded on its own otherwise blank, standard CD-R

recordable disc labeled:

“RFP # 33710-65910 TECHNICAL PROPOSAL COPY”

The digital copies should not include copies of sealed customer references, however any other discrepancy between the original Technical Proposal document and the digital copies may result in the State rejecting the proposal as non-responsive.

3.2.2.3. All of the files and schedules in electronic format on the CDs will also appear in printed form in the body of the proposal, and must be exact copies of the printed documents. In the event of any discrepancies between printed and electronic versions or problems with the CD, the contents of the printed document copy marked “Original” shall prevail. Proposer must include electronic copies of the cost schedules only with the Cost Proposal; do NOT include ANY cost information, in printed or electronic format, with the Technical Proposal.

3.2.2.4. One (1) original Cost Proposal paper document labeled:

“RFP # 33710-65910 COST PROPOSAL ORIGINAL”

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

“RFP # 33710-65910 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 Proposer must separate, seal, package, and label the documents and discs for delivery as follows.

3.2.3.1. The Technical Proposal original document and copy discs must be placed in a sealed package that is clearly labeled:

“DO NOT OPEN... RFP # 33710-65910 TECHNICAL PROPOSAL FROM [PROPOSER LEGAL ENTITY NAME]”

3.2.3.2. The Cost Proposal original document and copy disc must be placed in a separate, sealed package that is clearly labeled:

“DO NOT OPEN... RFP # 33710-65910 COST PROPOSAL FROM [PROPOSER LEGAL ENTITY NAME]”

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

“RFP # 33710-65910 SEALED TECHNICAL PROPOSAL & SEALED COST PROPOSAL FROM [PROPOSER LEGAL ENTITY NAME]”

3.2.4. A Proposer must ensure that the State receives a proposal in response to this RFP no later than the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events at the following address.

Melvin O’Neal, RFP Coordinator
TN Department of Labor & Workforce Development
220 French Landing Drive, A-4

3.3. Proposal & Proposer Prohibitions

- 3.3.1. A proposal must not include the Proposer's own contract terms and conditions. If a proposal contains such terms and conditions, the State, at its sole discretion, may determine the proposal to be a non-responsive counteroffer and reject it.
- 3.3.2. A proposal must not restrict the rights of the State or otherwise qualify either the offer to deliver services as required by this RFP or the Cost Proposal. If a proposal restricts the rights of the State or otherwise qualifies either the offer to deliver services as required by this RFP or the Cost Proposal, the State, at its sole discretion, may determine the proposal to be a non-responsive counteroffer and reject it.
- 3.3.3. A proposal must not propose alternate services (*i.e.*, offer services different from those requested and required by this RFP). The State will consider a proposal of alternate services to be non-responsive and reject it.
- 3.3.4. A Cost Proposal must not result from any collusion between Proposers. The State will reject any Cost Proposal that was not prepared independently without collusion, consultation, communication, or agreement with any other Proposer. Regardless of the time of detection, the State will consider any such actions to be grounds for proposal rejection or contract termination.
- 3.3.5. A Proposer must not provide, for consideration in this RFP process or subsequent contract negotiations, incorrect information that the Proposer knew or should have known was materially incorrect. If the State determines that a Proposer has provided such incorrect information, the State will deem the Proposer's proposal non-responsive and reject it.
- 3.3.6. A Proposer must not submit more than one Technical Proposal and one Cost Proposal in response to this RFP. If a Proposer submits more than one Technical Proposal or more than one Cost Proposal, the State will deem all of the proposals non-responsive and reject them.
- 3.3.7. A Proposer must not submit a proposal as a prime contractor while also permitting one or more other Proposers to offer the Proposer as a subcontractor in their own proposals. Such may result in the disqualification of all Proposers knowingly involved. This restriction does not, however, prohibit different Proposers from offering the same subcontractor as a part of their proposals (provided that the subcontractor does not also submit a proposal as a prime contractor).
- 3.3.8. A Proposer must not be (and the State will not award a contract to):
 - a. an individual who is, or within the past six months has been, an employee or official of the State of Tennessee;
 - b. a company, corporation, or any other contracting entity in which an ownership of two percent (2%) or more is held by an individual who is, or within the past six months has been, an employee or official of the State of Tennessee (this will not apply either to financial interests that have been placed into a "blind trust" arrangement pursuant to which the employee does not have knowledge of the retention or disposition of such interests or to the ownership of publicly traded stocks or bonds where such ownership constitutes less than 2% of the total outstanding amount of the stocks or bonds of the issuing entity);
 - c. a company, corporation, or any other contracting entity which employs an individual who is, or within the past six months has been, an employee or official of the State of Tennessee in a position that would allow the direct or indirect use or disclosure of information, which was obtained through or in connection with his or her employment and not made available to the general public, for the purpose of furthering the private interest or personal profit of any person; or,

- d. any individual, company, or other entity involved in assisting the State in the development, formulation, or drafting of this RFP or its scope of services (such person or entity being deemed by the State as having information that would afford an unfair advantage over other Proposers).

For the purposes of applying the requirements of this RFP subsection 3.3.8., the State will deem an individual to be an employee or official of the State of Tennessee until such time as all compensation for salary, termination pay, and annual leave has been paid.

3.4. **Proposal Errors & Revisions**

A Proposer is liable for any and all proposal errors or omissions. A Proposer will not be allowed to alter or revise proposal documents after the Proposal 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. **Proposal Withdrawal**

A Proposer may withdraw a submitted proposal at any time before the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events by submitting a written request signed by an authorized Proposer representative. After withdrawing a proposal, a Proposer may submit another proposal at any time before the Proposal Deadline.

3.6. **Proposal of Additional Services**

If a proposal offers 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 Proposer must not propose any additional cost amount(s) or rate(s) for additional services. Regardless of any additional services offered in a proposal, the Proposer'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 Proposer fails to submit a Cost Proposal exactly as required, the State will deem the proposal non-responsive and reject it.

3.7. **Proposal Preparation Costs**

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

4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS

4.1. RFP Amendment

The State reserves the right to amend this RFP at any time, provided that it is amended in writing. However, prior to any such amendment, the State will consider whether it would negatively impact the ability of potential proposers to meet the proposal deadline and revise the RFP Schedule of Events if deemed appropriate. If an RFP amendment is issued, the State will convey it to potential proposers who submitted a Notice of Intent to Propose (refer to RFP Section 1.7). A proposal must respond, as required, to the final RFP (including its attachments) as may be amended.

4.2. RFP Cancellation

The State reserves the right, at its sole discretion, to cancel 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 proposals.

4.3.2. The State may deem as non-responsive and reject any proposal 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, a proposal's minor variances from full compliance with this RFP. If the State waives variances in a proposal, such waiver shall not modify the RFP requirements or excuse the Proposer from full compliance with such, 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 Proposer intends to use subcontractors, the proposal in 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 proposal in 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. The Contractor resulting from this RFP may only substitute another subcontractor for a proposed 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 Contractor resulting from this RFP will be the prime contractor and will be responsible for all work under the Contract.

4.5. Right to Refuse Personnel

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 service 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

At any time, the State may require the Contractor resulting from this RFP to provide a valid, Certificate of

Insurance indicating current insurance coverage meeting minimum requirements as may be specified by this RFP. A failure to provide said documentation will be considered a material breach and grounds for contract termination.

4.7. **Licensure**

- 4.7.1. All persons, agencies, firms, or other entities that provide legal or financial opinions, which a Proposer provides for consideration and evaluation by the State as a part of a proposal in 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 Proposer (and Proposer employees and subcontractors, as applicable) must hold all necessary, appropriate business and professional licenses to provide service as required. The State may require any Proposer to submit evidence of proper licensure.

4.8. **Disclosure of Proposal Contents**

- 4.8.1. Each proposal and all materials submitted to the State in response to this RFP become the property of the State of Tennessee. Selection or rejection of a proposal does not affect this right. By submitting a proposal, a Proposer acknowledges and accepts that the full proposal 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 proposal information, including both technical and cost information, in confidence during the evaluation process. Notwithstanding the foregoing, a list of actual Proposers submitting timely proposals may be available to the public, upon request, after technical proposals are opened.
- 4.8.3. Upon completion of proposal evaluations, indicated by public release of an Evaluation Notice, the proposals 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. 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 Proposer with the apparent best-evaluated proposal or any other Proposer. 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.
- 4.9.2. 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.
 - 4.9.2.1. 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 work done by the Contractor, even work done in good faith and even if the Contractor is orally directed to proceed with the delivery of services, if it occurs before the Contract start date or after the Contract end date.
 - 4.9.2.2. 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).
 - 4.9.2.3. If any provision of the Contract provides direct funding or reimbursement for the competitive purchase of services or items to be delivered to the State 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 amount(s) which it determines did not result from a reasonably competitive purchase or do not represent reasonable, necessary, and actual costs.

4.10. Contractor Performance

The Contractor resulting from this RFP will be responsible for the completion of all service set out in this RFP (including attachments) as may be amended. All service is subject to inspection and evaluation by the State. The State will employ all reasonable means to ensure that service is progressing and being performed in compliance with the Contract, and the Contractor must cooperate with such efforts.

4.11. Contract Amendment

During the course of a Contract pursuant to this RFP, the State may request the Contractor to perform additional work 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 work. The Contractor must respond to the State with a time schedule for accomplishing the additional work and a price for the additional work based on the rates included in the Contractor's proposal to this RFP. If the State and the Contractor reach an agreement regarding the work and associated compensation, such agreement must be effected by means of a Contract Amendment. Further, any such amendment requiring additional work 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 and rules of the State of Tennessee. The Contractor must not commence additional work until the State has issued a written Contract Amendment with all required approvals.

Notwithstanding the foregoing, *pro forma* contract section A.8 provides for limited service "change orders" without a formal Contract Amendment upon the documented mutual agreement by the Contract Parties.

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 Proposers will be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

5. PROPOSAL EVALUATION & CONTRACT AWARD

5.1. Evaluation Categories & Maximum Points

The State will consider qualifications, experience, technical approach, and cost in the evaluation of proposals and award points in each of the categories detailed below (up to the maximum evaluation points indicated) to each apparently responsive proposal.

EVALUATION CATEGORY	MAXIMUM POINTS POSSIBLE
General Qualifications & Experience (refer to RFP Attachment 6.2., Section B)	15
Technical Qualifications, Experience & Approach (refer to RFP Attachment 6.2., Section C)	55
Cost Proposal (refer to RFP Attachment 6.3.)	30

5.2. Evaluation Process

The proposal evaluation process is designed to award the contract resulting from this RFP not necessarily to the Proposer offering the lowest cost, but rather to the responsive and responsible Proposer offering the best combination of attributes based upon the evaluation criteria. (“Responsive Proposer” is defined as a Proposer that has submitted a proposal that conforms in all material respects to the RFP. “Responsible Proposer” is defined as a Proposer 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 Proposal Evaluation.** The RFP Coordinator and the Proposal Evaluation Team (consisting of three or more State employees) will use the RFP Attachment 6.2., Technical Proposal & Evaluation Guide to manage the Technical Proposal Evaluation and maintain evaluation records.

5.2.1.1. The State reserves the right, at its sole discretion, to request Proposer clarification of a Technical Proposal or to conduct clarification discussions with any or all Proposers. Any such clarification or discussion will be limited to specific sections of the proposal identified by the State. The subject Proposer 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 RFP Coordinator will review each Technical Proposal to determine compliance with RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section A— Mandatory Requirements. If the RFP Coordinator determines that a proposal may have failed to meet one or more of the mandatory requirements, the Proposal Evaluation Team will review the proposal and document the team’s determination of whether:

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

5.2.1.3. Proposal Evaluation Team members will independently evaluate each Technical Proposal (that appears responsive to the RFP) against the evaluation criteria in this RFP, rather than against other proposals and will score each in accordance with the RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section B and Section C.

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

5.2.1.5. Before Cost Proposals are opened, the Proposal Evaluation Team will review the Technical Proposal Evaluation record and any other available information pertinent to whether or not each Proposer is responsive and responsible. If the Proposal Evaluation Team identifies any Proposer that appears not to meet the responsive and responsible thresholds such that the team would not recommend the Proposer for Cost Proposal Evaluation and potential contract award, the team members will fully document the determination.

5.2.2. **Cost Proposal Evaluation.** The RFP Coordinator will open for evaluation the Cost Proposal of each apparently responsive and responsible Proposer that the Proposal Evaluation Team has effectively recommended for potential contract award and will calculate and record each Cost Proposal score in accordance with the RFP Attachment 6.3., Cost Proposal & Scoring Guide.

5.2.3. **Total Proposal Score.** The RFP Coordinator will calculate the sum of the Technical Proposal section scores and the Cost Proposal score and record the resulting number as the total score for the subject Proposal (refer to RFP Attachment 6.5., Proposal Score Summary Matrix).

5.3. **Contract Award Process**

5.3.1 The RFP Coordinator will submit the Proposal Evaluation Team determinations and proposal 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 proposal. (To effect a contract award to a Proposer 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 Commissioner of Finance and Administration and the Comptroller of the Treasury.)

5.3.3. The State reserves the right to make an award without further discussion of any proposal.

5.3.4. The State will issue an Evaluation Notice identifying the apparent best-evaluated proposal 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 Evaluation Notice shall not create rights, interests, or claims of entitlement in either the Proposer with apparent best-evaluated proposal or any other Proposer.

5.3.5. The Proposer identified as offering the apparent best-evaluated proposal 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 Proposer must sign said contract no later than the Contract Signature by Contractor Deadline detailed in the RFP Section 2, Schedule of Events. If the Proposer fails to provide the signed contract by the deadline, the State may determine that the Proposer is non-responsive to this RFP and reject the proposal.

5.3.6. Notwithstanding the foregoing, the State may, at its sole discretion, entertain limited negotiation prior to contract signing and, as a result, revise the *pro forma* contract terms and conditions or performance requirements in the State's best interests, PROVIDED THAT such revision of terms and conditions or performance requirements shall NOT materially affect the basis of proposal evaluations or negatively impact the competitive nature of the RFP and contractor selection process.

- 5.3.7. If the State determines that a proposal is non-responsive and rejects it after opening Cost Proposals, the RFP Coordinator will re-calculate scores for each remaining responsive Cost Proposal to determine (or re-determine) the apparent best-evaluated proposal.

RFP # 33710-65910 PROPOSAL STATEMENT OF CERTIFICATIONS AND ASSURANCES

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

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

1. The Proposer will comply with all of the provisions and requirements of the RFP.
2. The Proposer 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 Proposer accepts and agrees to all terms and conditions set out in the RFP Attachment 6.6., *Pro Forma Contract*.
4. The Proposer 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 Proposer 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 proposal submitted in response to the RFP is accurate.
7. The proposal submitted in response to the 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 Proposer in connection with the RFP or any resulting contract.
9. Both the Technical Proposal and the Cost Proposal submitted in response to the 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 Proposal 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 Proposer (if an individual) or the Proposer's company *President* or *Chief Executive Officer*, this document must attach evidence showing the individual's authority to bind the proposing entity.

DO NOT SIGN THIS DOCUMENT IF YOU ARE NOT LEGALLY AUTHORIZED TO BIND THE PROPOSING ENTITY

SIGNATURE:	
PRINTED NAME & TITLE:	
DATE:	
PROPOSER LEGAL ENTITY NAME:	
PROPOSER FEDERAL EMPLOYER IDENTIFICATION NUMBER (or SSN):	

TECHNICAL PROPOSAL & EVALUATION GUIDE

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

The RFP Coordinator will review the proposal 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 proposal and attach a written determination. In addition to the Mandatory Requirement Items, the RFP Coordinator will review each proposal for compliance with all RFP requirements.

PROPOSER LEGAL ENTITY NAME:

Proposal Page # (Proposer completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		The Proposal must be delivered to the State no later than the Proposal Deadline specified in the RFP Section 2, Schedule of Events.	
		The Technical Proposal and the Cost Proposal documentation must be packaged separately as required (refer to RFP Section 3.2., <i>et. seq.</i>).	
		The Technical Proposal must NOT contain cost or pricing information of any type.	
		The Technical Proposal must NOT contain any restrictions of the rights of the State or other qualification of the proposal.	
		A Proposer must NOT submit alternate proposals.	
		A Proposer must NOT submit multiple proposals in different forms (as a prime and a sub-contractor).	
	A.1.	Provide the Proposal Statement of Certifications and Assurances (RFP Attachment 6.1.) completed and signed by an individual empowered to bind the Proposer 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 Proposer or any individual who shall perform work 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 Proposer'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 Proposer has done business written in the form of standard business letters, signed, and dated within the past three (3) months.	
	A.5.	Provide EITHER : (a) an official document or letter from an accredited credit bureau, verified and dated within the last three (3) months and indicating a positive credit rating for the Proposer (NOTE: A credit bureau report number without the full report is insufficient and will <u>not</u> be considered responsive.); OR (b) a Dun & Bradstreet short-form report, verified and dated within the last	

PROPOSER LEGAL ENTITY NAME:			
Proposal Page # (Proposer completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		three (3) months and indicating a positive credit rating for the Proposer.	
	A.6	<p>Provide documentation disclosing the amount of cash flows from operating activities for the Proposer's most current operating period. Said documentation must indicate whether the cash flows are positive or negative, and, if the cash flows are negative for the most recent operating period, the documentation must include a detailed explanation of the factors contributing to the negative cash flows.</p> <p>NOTICE: All persons, agencies, firms, or other entities that provide opinions regarding the Proposer's financial status <u>must</u> be properly licensed to render such opinions. The State may require the Proposer to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders the opinions.</p>	
	A.7	<p>Provide a valid, Certificate of Insurance that is verified and dated within the last six (6) months and which details <u>all</u> of the following:</p> <p>(a) Insurance Company</p> <p>(b) Proposer's Name and Address as the Insured</p> <p>(c) Policy Number</p> <p>(d) The following minimum insurance coverage:</p> <p>(i) Workers' Compensation/ Employers' Liability (including all states coverage) with a limit not less than the relevant statutory amount or One Million Dollars (\$1,000,000) per occurrence for employers' liability;</p> <p>(ii) Comprehensive Commercial General Liability (including personal injury & property damage, premises/operations, independent contractor, contractual liability and completed operations/products) with a bodily injury/property damage combined single limit not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate;</p> <p>(iii) Automobile Coverage (including owned, leased, hired, and non-owned vehicles) with a bodily injury/property damage combined single limit not less than One Million Dollars (\$1,000,000) per occurrence; and</p> <p>(e) The following information applicable to each type of insurance coverage:</p> <p>(i) Coverage Description,</p> <p>(ii) Exceptions and Exclusions,</p> <p>(iii) Policy Effective Date,</p> <p>(iv) Policy Expiration Date, and</p> <p>(v) Limit(s) of Liability.</p>	
	A.8	<p>Provide the Proposer's most recent independent audited financial statements. Said independent audited financial statements <u>must</u>:</p> <p>(1) reflect an audit period for a fiscal year ended within the last 36 months</p> <p>(2) be prepared with all monetary amounts detailed in United States currency;</p> <p>(3) be prepared under United States generally accepted auditing standards;</p> <p>(4) include: the auditor's opinion letter; financial statements; and the notes to</p>	

PROPOSER LEGAL ENTITY NAME:			
Proposal Page # (Proposer completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		<p>the financial statements; and</p> <p>(5) be deemed, in the sole discretion of the C.P.A. employed by the State and charged with the financial document review, to reflect sufficient financial stability to undertake the subject agreement with the State.</p> <p>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 Proposer. Said letter <u>must</u> specify the Proposer's name, be signed and dated within the past three (3) months by an authorized agent of the financial institution, and indicate that the Line of Credit shall be available for at least 18 months.</p> <p>NOTES:</p> <ul style="list-style-type: none"> ▪ Reviewed or Compiled Financial Statements will not be deemed responsive to this requirement and will <u>not</u> be accepted. ▪ All persons, agencies, firms, or other entities that provide opinions regarding the Proposer's financial status <u>must</u> be properly licensed to render such opinions. The State may require the Proposer to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders the opinions. 	
<p><i>State Use – RFP Coordinator Signature, Printed Name & Date:</i></p>			

TECHNICAL PROPOSAL & EVALUATION GUIDE

SECTION B: GENERAL QUALIFICATIONS & EXPERIENCE. The Proposer must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Proposer must also detail the proposal 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.

PROPOSER LEGAL ENTITY NAME:

Proposal Page # (Proposer 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 proposal.
	B.2.	Describe the Proposer's form of business (<i>i.e.</i> , individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and business location (physical location or domicile).
	B.3.	Detail the number of years the Proposer has been in business.
	B.4.	Briefly describe how long the Proposer has been performing the services required by this RFP.
	B.5.	Describe the Proposer's number of employees, client base, and location of offices.
	B.6.	Provide a statement of whether there have been any mergers, acquisitions, or sales of the Proposer within the last ten years. If so, include an explanation providing relevant details.
	B.7.	Provide a statement of whether the Proposer or, to the Proposer's knowledge, any of the Proposer's employees, agents, independent contractors, or subcontractors, proposed to provide work on a contract pursuant to this RFP, have been convicted of, pled guilty to, or pled <i>nolo contendere</i> to any felony. If so, include an explanation providing relevant details.
	B.8.	Provide a statement of whether, in the last ten years, the Proposer 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.	<p>Provide a statement of whether there is any material, pending litigation against the Proposer that the Proposer 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 Proposer'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 Proposer's performance in a contract pursuant to this RFP.</p> <p>NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Proposer must be properly licensed to render such opinions. The State may require the Proposer to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders such opinions.</p>
	B.10.	<p>Provide a statement of whether there are any pending or in progress Securities Exchange Commission investigations involving the Proposer. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it will impair the Proposer's performance in a contract pursuant to this RFP.</p> <p>NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Proposer must be properly licensed to render such opinions. The State may require the Proposer to submit proof of such licensure detailing the state of licensure and licensure number for each person or</p>

RFP ATTACHMENT 6.2. — SECTION B (continued)

PROPOSER LEGAL ENTITY NAME:		
Proposal Page # (Proposer completes)	Item Ref.	Section B— General Qualifications & Experience Items
		entity that renders such opinions.
	B.11.	Provide a brief, descriptive statement detailing evidence of the Proposer's ability to deliver the 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 accomplish the work required by this RFP, illustrating the lines of authority, and designating the individual responsible for the completion of each service component and deliverable of the RFP.
	B.13.	Provide a personnel roster listing the names of key people who the Proposer will assign to perform duties or services required by 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 Proposer, and employment history. The resumes for the core team/key personnel defined in Contract Section A.9.c. must clearly define the role(s) the person is fulfilling and address the specific requirements enumerated for that role(s).
	B.14.	Provide a statement of whether the Proposer intends to use subcontractors to accomplish the work required by this RFP, and if so, detail: <ul style="list-style-type: none"> (a) the names of the subcontractors along with the contact person, mailing address, telephone number, and e-mail address for each; (b) a description of the scope and portions of the work each subcontractor will perform; <u>and</u> (c) a statement specifying that each proposed subcontractor has expressly assented to being proposed as a subcontractor in the Proposer's response to this RFP.
	B.15.	Provide documentation of the Proposer's commitment to diversity as represented by its business strategy, business relationships, and workforce— this documentation should detail <u>all</u> of the following: <ul style="list-style-type: none"> (a) a description of the Proposer's existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, persons with a disability and small business enterprises; (b) a listing of the Proposer's current contracts with business enterprises owned by minorities, women, persons with a disability and small business enterprises, including the following information: <ul style="list-style-type: none"> (i) contract description and total value (ii) contractor name and ownership characteristics (i.e., ethnicity, sex, disability) (iii) contractor contact and telephone number; (c) an estimate of the level of participation by business enterprises owned by minorities, women, persons with a disability and small business enterprises in a contract awarded to the Proposer pursuant to this RFP, including the following information: <ul style="list-style-type: none"> (i) participation estimate (expressed as a percent of the total contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics — PERCENTAGES ONLY — DO NOT INCLUDE DOLLAR AMOUNTS) (ii) descriptions of anticipated contracts (iii) names and ownership characteristics (i.e., ethnicity, sex, disability) of anticipated subcontractors and supply contractors anticipated; and (d) the percent of the Proposer's total current employees by ethnicity, sex, and disability. <p>NOTE: Proposers that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and sub-contractors. Proposal evaluations will</p>

RFP ATTACHMENT 6.2. — SECTION B (continued)

PROPOSER LEGAL ENTITY NAME:		
Proposal Page # (Proposer completes)	Item Ref.	Section B— General Qualifications & Experience Items
		recognize the positive qualifications and experience of a Proposer that does business with enterprises owned by minorities, women, persons with a disability and small business enterprises and that offers a diverse workforce to meet service needs.
	B.16.	<p>Provide a statement of whether or not the Proposer has any current contracts with the State of Tennessee or has completed any contracts with the State of Tennessee within the previous 5-year period. If so, provide the following information for all of the current and completed contracts:</p> <ul style="list-style-type: none"> (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 term; and (e) the contract number. <p>NOTES:</p> <ul style="list-style-type: none"> ▪ Current or prior contracts with the State are <u>not</u> a prerequisite and are <u>not</u> required for the maximum evaluation score, and the existence of such contracts with the State will <u>not</u> automatically result in the addition or deduction of evaluation points. ▪ Each evaluator will generally consider the results of inquiries by the State regarding all contracts noted.
	B.17.	<p>Provide customer references from individuals (who are <u>not</u> current or former officials or staff of the State of Tennessee) for projects similar to the services sought under this RFP and which represent:</p> <ul style="list-style-type: none"> ▪ two (2) of the larger accounts currently serviced by the Proposer, <u>and</u> ▪ three (3) completed projects. <p>All references must be provided in the form of standard reference questionnaires that have been fully completed by the individual providing the reference as required. The standard reference questionnaire, which <u>must</u> be used and completed as required, is detailed at RFP Attachment 6.4. References that are not completed as required will be considered non-responsive and will not be considered.</p> <p>The Proposer will be <u>solely</u> responsible for obtaining the fully completed reference questionnaires, and for including them within the Proposer's sealed Technical Proposal. In order to obtain and submit the completed reference questionnaires, as required, follow the process detailed below.</p> <ul style="list-style-type: none"> (a) "Customize" the standard reference questionnaire at RFP Attachment 6.4. by adding the subject Proposer's name, and make exact duplicates for completion by references. (b) Send the customized reference questionnaires to each individual chosen to provide a reference along with a new standard #10 envelope. (c) Instruct the person that will provide a reference for the Proposer to: <ul style="list-style-type: none"> (i) complete the reference questionnaire (on the form provided or prepared, completed, and printed using an exact duplicate of the document); (ii) sign <u>and</u> date the completed, reference questionnaire; (iii) seal the completed, signed, and dated, reference questionnaire within the envelope provided; (iv) sign his or her name in ink across the sealed portion of the envelope; and (v) return the sealed envelope containing the completed reference questionnaire directly to the Proposer (the Proposer may wish to give each reference a deadline, such that the Proposer will be able to collect all required references in time to include them within the sealed Technical Proposal). (d) <u>Do NOT</u> open the sealed references upon receipt. (e) Enclose all <u>sealed</u> reference envelopes within a larger, labeled envelope for inclusion in the

RFP ATTACHMENT 6.2. — SECTION B (continued)

PROPOSER LEGAL ENTITY NAME:		
Proposal Page # (Proposer completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<p>Technical Proposal as required.</p> <p>NOTES:</p> <ul style="list-style-type: none"> ▪ The State will not accept late references or references submitted by any means other than that which is described above, and each reference questionnaire submitted must be completed as required. ▪ The State will not review more than the number of required references indicated above. ▪ While the State will base its reference check on the contents of the sealed reference envelopes included in the Technical Proposal 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 <u>no</u> obligation to clarify any reference information.
	B.18.	Provide a statement that Proposer has prior experience in leading multi-entity feasibility studies and collaborative requirements and technical architecture definition. Provide detailed information describing the Contractor's organization and sub-contractors, if relevant experience in the following: unemployment insurance; business process engineering; detailed-requirements gathering; architecture design and implementation; GAP analysis; application system design and development using the proposed tools; documentation using the proposed tools; and project management.
		SCORE (for <u>all</u> Section B—Qualifications & Experience Items above): <i>(maximum possible score = 15)</i>
<i>State Use – Evaluator Identification:</i>		

RFP ATTACHMENT 6.2, SECTION C**TECHNICAL PROPOSAL & EVALUATION GUIDE**

SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH. The Proposer must address all items (below) and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Proposer must also detail the proposal 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 proposal's response to each item. Each evaluator will use the following whole number, raw point scale for scoring each item:

<i>0 = little value</i>	<i>1 = poor</i>	<i>2 = fair</i>	<i>3 = satisfactory</i>	<i>4 = good</i>	<i>5 = excellent</i>
-------------------------	-----------------	-----------------	-------------------------	-----------------	----------------------

The RFP 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.

PROPOSER LEGAL ENTITY NAME:

Proposal Page # (Proposer 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 Proposer's understanding of the Statement of Procurement Purpose as documented in RFP Section 1.1 and describe the Proposer's approach, including best practices and lessons learned from similar projects.		4	
	C.2.	Provide a narrative that illustrates the Proposer's understanding of the requirements documented in Contract Sections A.1 and A.2.		4	
	C.3.	Provide a narrative that illustrates how the Proposer will manage the project, ensure completion of the scope of services, and accomplish required objectives within the Contract term defined in Contract Section B.		4	
	C.4.	Provide a narrative that illustrates the Proposer's understanding of the requirements documented in Contract Section A.3. and its subsections A.3.a. through A.3.d.		2	
	C.5.	Provide a narrative that illustrates the Proposer's understanding of the requirements documented in Contract Section A.4.		2	
	C.6.	Provide a narrative that illustrates the Proposer's understanding of the requirements documented in Contract Section A.5.		2	
	C.7.	Provide a narrative that illustrates the Proposer's understanding of the requirements documented in Contract Section A.6.		4	
	C.8.	Provide a narrative that illustrates the Proposer's understanding of the requirements documented in Contract Section A. 7 and its subsections: A.7.a through A.7.c.		2	
	C.9.	Provide a narrative that illustrates the Proposer's understanding of the requirements documented in Contract Section A.8, A.8.a. and its subsections A.8.a.1 through A.8.a.5, A.8.b.		2	

PROPOSER LEGAL ENTITY NAME:					
Proposal Page # (Proposer completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	C.10.	Provide a narrative that illustrates the Proposer's understanding of the requirements documented in Contract Section A.9, A.9.a., A.9.b., A.9.c. and A.9.c.1 through A.9.c.6. Describe past experience and capabilities for leading these activities.		4	
	C.11.	Provide a narrative that illustrates the Proposer's understanding of the requirements documented in Contract Section A.10., A.10.a., A.10.b, A.10c.and subsections A.10.c.1 through A.10.c.4. The contractor shall provide a Project Schedule in the proposal that illustrates the Proposer's intent to complete all project activities and deliverables and obtain the State's approval of each within the contract term documented in Contract Section B. Also, the contractor shall list all assumptions and constraints that support the project schedule and shall document project risks and proposed steps to mitigate those risks as required to complete the project by the end of the contract term in Contract Section B.		6	
	C.12.	Provide a narrative that illustrates the Proposer's understanding of the requirements documented in Contract Sections A.10.c.5, Project Communication Plan; A.10.d, Technical Plan and Approach; A.10.e, Change Management Approach, A.10.f, Version Control Plan; and A.10.g, Terminology – Glossary of Terms and Acronyms. For Contract Section A.10.d, the Proposer shall specify all proposed tools required to support their plan and approach.		4	
	C.13.	Provide a narrative that illustrates the Proposer's understanding of the requirements documented in Contract Section A. 11 and its subsections A.11.a through A.11.e. and its subsections A.11.e.1 through A.11.e.4. Describe your past experience and capabilities for leading these activities.		20	
	C.14.	Provide a narrative that illustrates the Proposer's understanding of the requirements documented in Contract Section A. 12 and its subsections A.12.a through A.12.d. Describe your past experience and capabilities for leading these activities.		20	
	C.15.	Provide a narrative that illustrates the Proposer's understanding of the requirements documented in Contract Section A.13 and its subsections A.13.a through A.13.m. Describe your past experience and capabilities for leading these activities.		20	

<p><i>The RFP Coordinator will use this sum and the formula below to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.</i></p>		<p>Total Raw Weighted Score: <i>(sum of Raw Weighted Scores above)</i></p>		
	<p>Total Raw Weighted Score</p>	<p>X 55 <i>(maximum possible score)</i></p>	<p>= SCORE:</p>	
	<p>Maximum Possible Raw Weighted Score <i>(i.e., 5 x the sum of item weights above)</i></p>			
<p><i>State Use – Evaluator Identification:</i></p>				
<p><i>State Use – RFP Coordinator Signature, Printed Name & Date:</i></p>				

RFP ATTACHMENT 6.3

COST PROPOSAL & SCORING GUIDE

NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED

PROPOSER SIGNATURE:

PRINTED NAME & TITLE:

DATE:

PROPOSER LEGAL ENTITY NAME:

TABLE A: COST PROPOSAL SCHEDULE FOR FIXED COST— The Cost Proposal, detailed below, shall indicate the proposed price for the entire scope of service including all 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 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 Proposer.

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 proposing entity 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 proposing entity.

Cost Item Description	Proposed Cost For Contract Term March 29, 2010 – Sept. 28, 2011	Evaluation Factor	Evaluation Cost (cost x factor)
TOTAL FIXED COST FOR FEASIBILITY STUDY	\$	1	
TABLE A Evaluation Cost Amount:			

TABLE B: COST PROPOSAL SCHEDULE FOR CHANGE ORDER SERVICES

The change order rates, detailed below, shall indicate the proposed change order rates for processing all State approved change orders. All monetary amounts are United States currency.

Note: The costs proposed must be fully loaded to cover travel, meal, and lodging expenses associated with providing the services; the State will not pay travel-related expenses separately.

Note: Proposals with all zeros or blanks will not be accepted. The Total Evaluation Cost Amount must be a positive amount.

Cost Item Description	Proposed Cost For Contract Term March 29, 2010 – Sept. 28, 2011	Evaluation Factor	Evaluation Cost (cost x factor)
PROJECT MANAGER	\$____/per hour	150	
DATA ARCHITECT	\$____/per hour	150	

PROPOSER LEGAL ENTITY NAME:			
BUSINESS/DOMAIN ANALYST	\$____/per hour	500	
TECHNICAL WRITER	\$____/per hour	500	
MEETING FACILITATOR	\$____/per hour	100	
TECHNICAL ARCHITECT	\$____/per hour	200	
TABLE B Evaluation Cost Amount: (sum of all weighted cost amounts above)			
TOTAL EVALUATION COST AMOUNT (SUM OF TABLES A AND B) =			
Lowest total evaluation cost amount from <u>all</u> proposals	x 30 (maximum section score)	= SCORE:	
Total evaluation cost amount being evaluated			
<p><i>NOTE: The signatory must be an individual or a company officer empowered to contractually bind the Proposer. If the Signatory is not the Proposer company president, this Statement of Certifications and Assurances SHALL attach evidence showing the Signatory's authority to bind the Proposer.</i></p>			
<p><i>State Use – RFP Coordinator Signature, Printed Name & Date:</i></p>			

REFERENCE QUESTIONNAIRE

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

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

RFP # 33710-65910 PROPOSAL REFERENCE QUESTIONNAIRE

REFERENCE SUBJECT: **PROPOSER NAME** (completed by proposer before reference is requested)

The "reference subject" specified above, intends to submit a proposal to the State of Tennessee in response to the Request for Proposals (RFP) indicated. As a part of such proposal, 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?

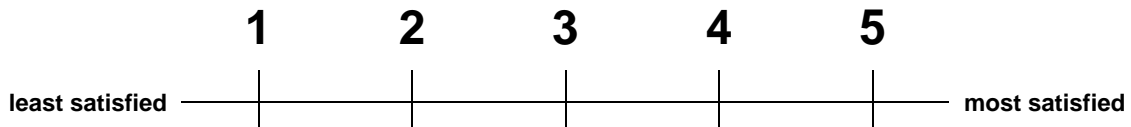
(2) Please provide the following information about the individual completing this reference questionnaire on behalf of the above-named individual, company, organization, or entity.

NAME:	
TITLE:	
TELEPHONE #	
E-MAIL ADDRESS:	

(3) What services does /did the reference subject provide to your company or organization? Please address the business functionality addressed in the project, a technical and process/methodology overview also.

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

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



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

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

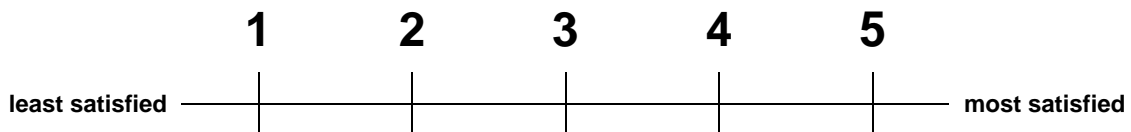
- (7) How satisfied are you with the reference subject's ability to perform based on your expectations and according to the contractual arrangements?

- (8) In what areas of service delivery does /did the reference subject excel?

- (9) In what areas of service delivery does /did the reference subject fall short?

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

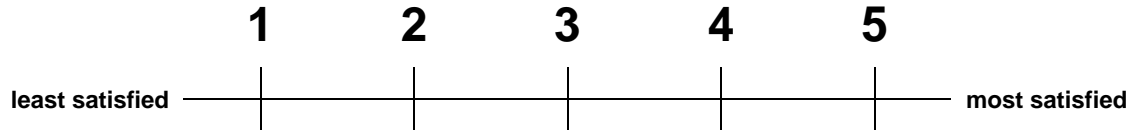
Please respond by circling the appropriate number on the scale below.



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

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

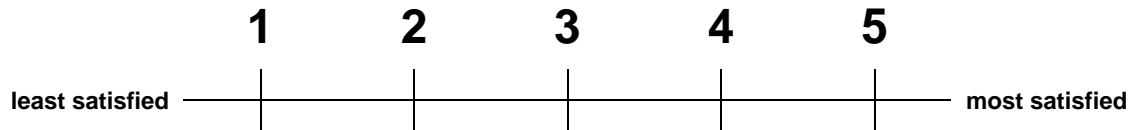
Please respond by circling the appropriate number on the scale below.



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

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

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



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

- (13) Have you experienced any issues regarding change orders? If yes, please describe your corrective action plan.

<p>REFERENCE SIGNATURE: (by the individual completing this request for reference information)</p>	
<p>DATE:</p>	<p>(must be the same as the signature across the envelope seal)</p>

PROPOSAL SCORE SUMMARY MATRIX

	<i>PROPOSER NAME</i>		<i>PROPOSER NAME</i>		<i>PROPOSER NAME</i>	
GENERAL QUALIFICATIONS & EXPERIENCE (maximum: 15)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	AVERAGE:		AVERAGE:		AVERAGE:	
TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH (maximum: 55)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	AVERAGE:		AVERAGE:		AVERAGE:	
COST PROPOSAL (maximum: 30)	SCORE:		SCORE:		SCORE:	
TOTAL PROPOSAL EVALUATION SCORE: (maximum: 100)						
<i>RFP Coordinator Signature, Printed Name & Date:</i>						

RFP # 33710-65910 PRO FORMA CONTRACT

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
AND
CONTRACTOR NAME**

This Contract, by and between the State of Tennessee, Department of Labor and Workforce Development, acting on behalf of the Southeast Consortium, hereinafter referred to as the "State" and **CONTRACTOR LEGAL ENTITY NAME**, hereinafter referred to as the "Contractor," is for the provision of conducting a feasibility study to define & evaluate a planned approach to collaboratively develop an Unemployment Insurance (UI) Benefit System, as further defined in the "SCOPE OF SERVICES."

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 Federal Employer Identification or Social Security Number: **ID NUMBER**

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

A. SCOPE OF SERVICES:

- A.1. The Contractor shall provide all service and deliverables as required, described, and detailed by this Scope of Services and shall meet all service and delivery timelines specified in the Scope of Services section or elsewhere in this Contract.
- A.2. General Scope. The Contractor shall assist the states of TN, GA, NC, and SC, hereinafter known as the Southeast Consortium, to review benefit operations in each state, work with the State project teams to design and implement an approach to collaboratively develop "To Be" RFP quality requirements (functional, general system, and technical) for development of an unemployment insurance (UI) benefit system, define a conceptual technical architecture that satisfies the functional requirements, with particular emphasis on how functional and law differences and independent data for the four states will be accommodated in the system, conduct a feasibility study to evaluate the operational and support concept models and options, and develop and present findings of this study. This feasibility study shall determine the most cost effective model to be developed that would contain UI benefits core functions and could subsequently be exported and implemented by other states without the need to significantly customize the system, and/or be hosted in one state that provides automated services to other states. The goal is for multiple states to share a common core system that accommodates each state's individual needs and provides flexibility, scalability, and modularity to facilitate the timely implementation of system changes for the life of the system to meet new Federal and State laws and to respond to fluctuating rates of unemployment.
- A.3. Hardware and Software for Contractor Staff. The Contractor shall provide the following for each member of its staff that is assigned to this project:
- a. Laptop with wireless internet connectivity
 - b. Microsoft Office (2007 version)
 - c. Microsoft Visio (2007 version)
 - d. Adobe Acrobat Reader/Writer (Version 9.0)
- A.4. Contractor Work Space, Connectivity, Supplies, Equipment, Staff Management and Administrative Support. The Contractor shall ensure workstation and laptop devices connected

to the State's network are current with OS patches and Antivirus software. The Contractor shall provide supplies for Contractor staff. Each state in the Southeast Consortium shall provide work space and connectivity for contractor staff to access State servers via their laptops, as needed to store and access project documentation. The Contractor shall provide day-to-day management of its staff. The Contractor shall provide administrative support for its staff and activities.

- A.5. Project Collaboration, Documentation Repository, and Requirements Tool. The Southeast Consortium shall provide collaboration software for the project, which will include a common repository for project documentation. Collaboration software licenses for state and contractor staff shall be provided by the Southeast Consortium. The contractor shall utilize the collaboration software to facilitate project collaboration with the Southeast Consortium and shall store all versions of project deliverables and other project documentation in this documentation repository in accordance with procedures established by the Southeast Consortium. The repository is a work product as defined in this contract.

The Contractor shall provide and utilize a software tool for managing the requirements, as approved by the State. The requirements management tool shall be demonstrated to be highly interoperable with any software development tools that the Southeast Consortium or the Contractor will use and shall provide a non-proprietary-based capability to export and import all data in open formats to include comma delimited text format and XML.

- A.6. Quality Review of Project Deliverables by the Southeast Consortium. The Southeast Consortium and the Contractor shall acknowledge completion of all project deliverables for each Product Development Phase. The Contractor shall submit all deliverables to the Southeast Consortium for review and approval. For Southeast Consortium reviews, the Contractor shall allow a minimum of fifteen (15) business days, following the date the Contractor submits the deliverable to the Southeast Consortium for review of each deliverable that the Contractor has developed (see Attachment B for the Deliverables Listing by Phase). The Southeast Consortium shall review all deliverables, based on a Deliverable Responsibility Matrix defined by the Southeast Consortium, to determine their fitness of use. If the Southeast Consortium finds deficiencies in deliverables, they shall formally communicate them in writing to the Contractor. The Contractor shall correct such deficiencies within five (5) business days of formal notification and resubmit corrected deliverables for review, which starts a new review cycle.

All deliverables, which are work products as defined in this contract, shall be approved in writing by the Southeast Consortium to be considered final. Payment for a phase is contingent upon the State's approval of all deliverables in a phase.

- A.7. Information Technology Methodology (ITM). The Contractor shall utilize the ITM adopted by the Information Technology (IT) division of the TN Department of Labor and Workforce Development (TDLWD) in performing the work and preparing the deliverables required for this contract. The project management processes are concerned with organizing and controlling the work of the project. The product development phases are concerned with developing the deliverables that the project is intended to produce. Throughout the project, the Contractor shall produce various project management process and product development deliverables that are managed, produced, and updated by the Contractor, while others are natural work-products arising out of the shared effort of the Contractor and the Southeast Consortium. The minimum set of deliverables and project activities are defined within this Contract and its attachments. All project deliverables created by the Contractor shall require approval of the Southeast Consortium.

This project shall include the following Product Development Phases:

- a. Planning Phase, High-level
- b. Planning Phase, Detailed level
- c. Project Closure – Findings and Recommendations of Study

A.8. Change Orders. The State may, at its sole discretion and with written notice to the Contractor, request changes in the scope of services that are necessary but were inadvertently unspecified in the scope of services of this Contract.

- a. Memorandum of Understanding. No event more than ten (10) business days after receipt of a written change order request from the State, the Contractor shall respond with a written proposal for completing the service. Said proposal must specify:
- (1) the effect, if any, of implementing the requested change(s) on all other services required under this Contract;
 - (2) the specific effort involved in completing the change(s);
 - (3) the expected schedule for completing the change(s);
 - (4) the maximum number and position type of person hours required for the change(s); and
 - (5) the maximum cost for the change(s), PROVIDED THAT such maximum cost shall not exceed the product of the person hours required multiplied by the appropriate payment rate proposed for change order work.

The Contractor shall not perform any change order service until the State has approved the change order proposal. If approved, the State will sign the change order proposal, and it shall constitute a Memorandum of Understanding (MOU) between the Contract Parties pertaining to the specified change(s) and shall be incorporated, hereby, as a part of this Contract.

- b. Change Order Performance— Subsequent to State approval of an MOU, the Contractor shall complete the required change order services. The State will be the sole judge of the acceptable completion of change order work and, upon such determination, shall provide the Contractor written approval of the work.
- c. Change Order Remuneration— The State will remunerate the Contractor only for acceptable work. All acceptable work performed pursuant to an approved MOU, without a formal amendment of this contract, shall be remunerated in accordance with and further limited by contract section C.3.c, PROVIDED THAT, the State shall be liable to the Contractor only for the cost of the actual person hours worked to complete the change order work, not to exceed the maximum cost for the change detailed in the MOU. In no instance shall the State be liable to the Contractor for the cost of any person hours worked in excess of the maximum person hours indicated in or of any amount exceeding the maximum cost specified by the approved MOU authorizing the service. Upon State approval of the change order work, the Contractor shall invoice the State in accordance with the relevant provisions of this Contract.

A.9. Project Resources and Roles

- a. Project Steering Committee (PSC) Oversight. This project will be administered by a Project Steering Committee (PSC) consisting of the UI Director from each state. The PSC shall approve the project scope, each release of the project schedule, project assumptions, project constraints, project risks, the project communication plan, the technical plan and approach, and any subsequent changes to those deliverables. The PSC shall evaluate the project at critical review points, as defined by the State. The evaluation shall consider information from State and Contractor project management, subject matter experts, and technical groups supporting the project.

- b. Project Teams, Southeast Consortium. Project Teams consisting of subject matter experts (SME's) and technical staff from each state will carry out the work of the Southeast Consortium, based on the direction of the PSC. The TN Project Manager, who is assigned full-time to this project, will manage the vendor contract and work with the PSC and project manager from each state represented in the Southeast Consortium and the Contractor Project Manager to insure that project activities are completed in accordance with the contract. The Project Team shall seek input from and provide feedback to other interested state staff, as well as to regional and national office staff. State staff shall not report to Contractor staff, and Contractor staff shall not assign tasks to State staff. State staff shall not be responsible for the completion of contractor-assigned deliverables per this contract.

The lead and participating states in the Southeast Consortium shall host the winning Proposer on-site to review benefit operations, provide staff to support the effort and respond to requests for information. The PSC and project team members of the Southeast Consortium are responsible for attending meetings/conferences for this feasibility study and for assisting/presenting findings of the completed study. Each state in the Southeast Consortium will host some project team meetings. Some project team meetings shall be facilitated through video conferencing. Each state in the Southeast Consortium will have a meeting room with video conferencing equipment.

- c. Contractor Project Team. The Contractor Project Team shall assist the Southeast Consortium by conducting a review of benefit operations in each state and assisting the Southeast Consortium in defining a planned approach to collaboratively develop a new UI Benefit System, conducting a feasibility study to evaluate the proposed plan, and developing and presenting findings of this study.

The Contractor's Project Team shall work on-site in the state offices of the Southeast Consortium and shall be dedicated full-time to this project. The Contractor shall have full responsibility for providing staff sufficient to meet the responsibilities defined in this Contract in an efficient, effective, and timely manner. This shall require project team staff with the necessary expertise to administer project activities. Failure of the Contractor to provide a replacement for a core team member with equal or greater qualifications may result in Contract termination.

At a minimum, the State requires the Contractor to supply personnel for the following core team and key personnel roles. The Contractor's approach may allow one person to perform requirements of one or more roles, as approved by the Southeast Consortium and clearly defined in the Project Plan. The Contractor's approach may necessitate multiple personnel for a given role, which shall be clearly defined in the Project Plan.

- (1) Project Manager. Under the direction of the PSC, the project manager shall organize and lead project activities for this study, including but not limited to the following:
- i. facilitate Project Steering Committee meetings
 - ii. facilitate some Project Team meetings
 - iii. create and maintain project workplan, or schedule, using Microsoft Project. The project workplan shall be fully resource loaded, document all project tasks and deliverables, expected start and end dates and actual start and end dates for each task, and assigned resource(s).
 - iv. develop project management plans
 - v. organize and lead the project activities with the Southeast Consortium
 - vi. lead contractor staff in the development of project deliverables in accordance with the project schedule

- vii. perform quality assurance review of project deliverables and provide feedback to contractor project team before presenting deliverables to the Southeast Consortium for final review

The Project Manager shall have a minimum of three (3) years of experience in this job class within the last five (5) years.

- (2) Data Architect(s). The Data Architect(s) shall participate in project team meetings and design an integrated conceptual data model and process model, using CA ErWin Modeling Suite, version 7.3, which provides a visual representation of the core system entities, their attributes, and relationships between entities that can be utilized by multiple states and depicts the flexibility to meet the unique requirements of individual states. The Data Architect(s) shall develop these conceptual models utilizing business terminology to facilitate the review of these project deliverables with subject matter experts from each state in the Southeast Consortium and will use the Erwin Modeling tool to generate a data dictionary defining the model entities and attributes, each iteration published in Excel, while publishing the model(s) in PDF. The Data Architect(s) shall participate in the development of a conceptual system architecture that promotes re-configurability as dictated by the functional requirements and other system technical characteristics such as security, scalability and extensibility. The Data Architect(s) shall participate in project team meetings. The State shall provide the ErWin Modeling software which shall be installed on a State laptop and shall be utilized by the contractor's Data Architect(s) to design the conceptual data model and process model. The State shall also provide quality guidance/commentary on these models through the State project manager. The Data Architect(s) shall have excellent written and verbal communication skills. The Data Architect(s) shall have a minimum of three (3) years of experience in this job class within the last five (5) years, including relational database design, complex database analysis, and conceptual and logical modeling using the CA ErWin Modeling Suite. It is highly desirable that the Data Architect(s) have experience in at least one project of similar size and scope related to the modeling (conceptual, logical, and physical) design, and implementation of a database that services multiple but independent entities.
- (3) Business/Domain Analyst(s). The Business/Domain Analyst(s) shall serve as the liaison with business analysts and subject matter experts from participating states and the Meeting Facilitator(s). The Business/Domain Analyst(s) shall participate in the requirements definition process and, at a minimum, shall be familiar with UI terminology, UI-specific business process re-engineering, and UI law and business rules. The Business/Domain Analyst(s) shall work closely with the Technical and Data Architect(s)s to ensure business requirements are accurately translated to the technical architecture and models. The Business/Domain Analyst(s) shall conduct a Fit/Gap analysis at a detailed level, including comparison of business rules. The Business Domain Analyst shall have excellent verbal and written communication skills. The Business Domain Analyst shall have a minimum of three (3) years of experience in this job class within the last five (5) years. The Business Domain Analyst shall have a minimum of two (2) years experience in the last five (5) years in the analysis of UI benefit systems and shall have experience-based knowledge in the use of any tools used in the collaborative requirements definition process. The Business Domain Analyst shall be able to conduct Fit/Gap analysis at a detailed level, including comparison of business rules, as well as GAP analysis among the four states from an organizational and IT perspective. The Business Domain Analyst or Technical Writer(s) shall serve as a scribe at project team meetings by publishing meeting notes, gathering feedback, and obtaining final approval of all meeting notes. The Business/Domain Analyst(s) shall be responsible for the

electronic capture of the functional requirements in Use Cases and into the Southeast Consortium's Requirements Repository. Use cases shall be developed and mapped to all requirements. The Business/Domain Analyst(s) shall be familiar with best practice industry methods and techniques for developing requirements and designing software, such as the Unified Modeling Language (UML), Use Cases, Incremental Software Development, and Business Process Modeling Notation (BPMN), and shall be proficient in any requirements tool(s) used by the Contractor.

- (4) Technical Writer(s). The Technical Writer(s) will attend project team meetings, review all project deliverables, and will organize project deliverables and summarize the results of the feasibility study. The Technical Writer(s) will work closely with the project manager and other members of the contractor project team. The Technical Writer(s) or business analyst shall serve as a scribe at project team meetings by publishing meeting notes, gathering feedback, and obtaining final approval of all meeting notes. The Technical Writer(s) shall have a minimum of three (3) years of experience in this job class within the last five (5) years.
- (5) Meeting Facilitator(s). The Meeting Facilitator(s) shall be responsible for the facilitation of meetings with representatives from each State to review unemployment insurance benefit requirements that are in the scope of this project and discuss UI-specific best practice business process re-engineering, State laws and detailed business rules. The Meeting Facilitator(s) shall conduct Fit/Gap analysis at a detailed level, including comparison of business rules, as well as GAP analysis among the four states from an organizational and IT perspective. The Meeting Facilitator(s) shall have a minimum of five (5) years of experience in the business of unemployment insurance programs and laws. The Meeting Facilitator(s) shall have excellent verbal and written communication skills. The Meeting Facilitator(s) shall have a minimum of two (2) years experience in this job class within the last five (5) years. The Meeting Facilitator(s) shall have a minimum of four (4) years experience in the last seven (7) years in the analysis of UI benefit systems and detailed requirements definition, which shall include, at least, one (1) UI modernization project with a state. It is highly desirable that the Meeting Facilitator(s) have experience in leading collaborative requirements development in a project of this scope. The Meeting Facilitator(s) shall have working knowledge of the Southeast Consortium's collaboration software, MindTouch.
- (6) Technical Architect(s). The Technical Architect(s) shall be responsible for the overall design of a concept-level system Technical Architecture that meets the functional requirements and promotes design consistency (includes the application, database, and operating tiers of the system), re-configurability to satisfy variations in functionality and laws between the states, flexibility, reusability, modularity, interoperability as feasible, and scalability. The technical architecture shall identify technology components, such as the Application Database, Content Management, Web Services, SOA-related and Workflow Third-Party technologies. The technical architecture shall specify security access controls that are consistent with the State standards of each state in the Southeast Consortium. The Technical Architect(s) must have, at least, three (3) years of lead Technical Architecture experience with, at least, one (1) project of similar scope, preferably a UI System modernization project. The Technical Architect(s) shall have direct experience with technology components, such as the Application (such as J2EE and/or .NET) and the Database (such as Oracle, DB2, and/or SQL Server). Content Management, Web Services, SOA-related and Workflow Third party Products. The Technical Architect(s) shall be very

familiar with any tools used in the process of defining the concept-level technical architecture.

PLANNING PHASE, HIGH LEVEL

- A.10. Project Management Processes and Deliverables. The Contractor shall perform project management processes and document project management deliverables in accordance with this agency's project management methodology and customized to meet the requirements of this project, as determined by the State. The Contractor shall be required to complete project management activities and deliverables including, but not limited to, the following during the Product Development Planning Phase of this project and shall be required to update these deliverables in subsequent phases of this project to reflect current and more detailed information. See Contract Attachment B for Deliverables Listing by Phase.

Project Plan. The Contractor shall utilize the templates in this State agency's IT Methodology, as referenced in Contract Section A.7, and shall document a project plan, including but not limited to the following content:

- a. Introduction
- b. Project Definitions. The content of this section shall include, but not be limited to, the following: project overview; project objectives (drivers); project goals, strategy, and structure; project scope; project success criteria; project stakeholders; and project resources.
- c. Management Plan and Approach. The Contractor shall document a Management Plan and Approach for this project. The content of this section shall include, but not be limited to, the following:
 - (1) Project Schedule. The Contractor shall develop a project schedule that illustrates the intent to successfully complete all project activities and deliverables and to obtain the State's approval of each within the contract term. The content of this schedule shall include, but not be limited to, the following: effort and cost summary; milestone schedule. The Contractor Project Manager shall create and maintain a project schedule using Microsoft Project software that shall identify the milestones, detailed project tasks and activities, assigned resources and their roles, schedule, and project deliverables. The schedule shall provide adequate time for the State to review, provide feedback, and approval all deliverables, revisions, or corrections. The Contractor shall complete all requirements of this contract and obtain State approval of all required deliverables within the contract term defined in Contract Section B. The initial project schedule shall be mutually agreed upon between the Southeast Consortium and the Contractor within two (2) weeks of submission of the project schedule, with the State having final authority for approval. Any subsequent changes to the project schedule shall require State approval.
 - (2) Project Assumptions. The Contractor shall define the assumptions used in the development of this Project Plan.
 - (3) Project Constraints. The Contractor shall identify the constraints, if any, used in the development of this Project Plan. Constraints are limits on the use of resources.
 - (4) Potential Project Risks. The Contractor shall provide a summary of the major risk factors and a summary of how you will be mitigating the risk. A Risk is a discrepancy between what you need to have happen, and what may happen. It must have two components in order to be measurable, an anticipated impact and

an estimate of the likelihood it will happen. This is a high level summary of the Project Risk Assessment Analysis which is an attachment to the Project Plan Document.

- (5) Project Communication Plan. The Contractor shall prepare a Communication Plan that documents each activity/information that serves as project communication. For each type of communication, the contractor shall define the media used, frequency of communication, and the audience(s) that receive the communication. For example, the Contractor shall prepare a semi-monthly project status report in electronic format for presentation to the project steering committee and the project team. The Contractor shall submit the Communication Plan to the Southeast Consortium for review and approval.

- d. Technical Plan and Approach. The Contractor shall document a Technical Plan and Approach that: outlines the plan for reviewing benefit operations in each state; working with the project teams of the Southeast Consortium to define and implement a planned approach to collaboratively develop "To Be" RFP requirements (functional, general system, and technical) for the development of an unemployment insurance (UI) benefit system, including the specific methods and techniques to be used; conducting a feasibility study to evaluate operational and support concept models and options; and developing and presenting findings of this study. In this plan, the Contractor shall specify all tools required to support their plan and approach and shall provide the personnel with expertise to use the tools, as defined in the plan. The Contractor shall obtain prior approval from the Southeast Consortium of all tools used for this project.

Each state in the Southeast Consortium shall provide "As Is" documentation of existing business processes to the contractor during the Planning Phase. Under the direction of the Southeast Consortium, the contractor shall perform an analysis of the existing business processes in each state to promote understanding of the current UI benefit legacy system and manual processes in order to help validate the Southeast Consortium's common areas of improvement and re-engineering goals, which shall provide the impetus for defining the "To-Be" System Requirements in subsequent project activities and phases of this project. In the process of defining the "To Be" requirements for a development RFP, the Contractor shall clearly identify differences between the four states and must provide and implement a plan for helping the four states come to an agreement on handling the differences. The "To-Be" requirements and associated architecture shall be technology independent to the maximum extent feasible, as determined by the Southeast Consortium, and shall not be tied to any Vendor framework.

- e. Change Management Approach. The Contractor shall document the approach for change management. The purpose of the Change Management Plan is to have a process in place to use when changes inevitably show up and need to be addressed during a project. The Change Management Plan includes how the Change Request process flows, the Change Request form, and the Change Request Log.
- f. Version Control Plan. The content of this section shall include the plan for managing versions of project documentation. The Contractor shall work with the Southeast Consortium to define a plan for managing documentation for this project.
- g. Terminology – Glossary of Terms and Acronyms. The content of this section shall include a glossary of terminology for this project, which shall be documented based on best business practices and agreement of states in the Southeast Consortium. This terminology section shall list any project-specific definitions or acronyms that would be useful.

- A.11. The Contractor shall perform the following activities and develop the requested project deliverables during the Product Development Planning Phase, High Level.

- a. Technical Architecture and Standards of Each State in the Southeast Consortium. The Contractor shall analyze the technical architecture and standards of each state in the Southeast Consortium. The Contractor shall facilitate meetings with project team members from each state that have expertise in the technical architecture and standards of their respective states to gain insight of the commonalities and uniqueness of each state. The Contractor shall analyze technical information collected from each state, document findings, and provide recommendations for a concept-level technical architecture and set of common standards for a new UI system developed through a collaborative approach by the states in the Southeast Consortium. The Contractor's recommendation for technical architecture and standards shall support an overall objective of the Southeast Consortium that a new UI benefit system shall promote design consistency (includes the application, database, and operating tiers of the system), re-configurability to satisfy variations in functionality and laws between states, flexibility, reusability, reliability and availability, recoverability, security, maintenance and support consistency, modularity, interoperability as feasible, and scalability. The "To-Be" technical architecture shall be technology independent, shall not be tied to any Vendor framework and shall define the third party software technologies (e.g., workflow engines, content management engine, ad-hoc reporting engine) needed to efficiently implement the functional requirements, must consider claims load, capacity, scalability, security capability, load balancing, environment requirements, technical staff requirements and system maintenance requirements.
- b. Federal and State Laws. The Contractor shall review and demonstrate understanding of the Federal Laws for the provision of UI Benefits and shall interview each state to understand each State's approach to meeting these laws. The Contractor shall review and demonstrate understanding of the State Laws for each state in the Southeast Consortium relating to the provision of UI Benefits. The Contractor shall provide a matrix and supporting documentation to document the commonalities and uniqueness of UI Benefit Laws for states in the Southeast Consortium. For areas of uniqueness, the Contractor shall recommend, as part of the technical architecture, how a common system shall accommodate these differences, with the strong desire that a given state shall be able to re-configure the system as applicable for their state.
- c. UI Benefit Roles and Policies in Each State. The Contractor shall meet with subject matter experts from each State to become familiar with UI Benefit roles and policies in each State. While some requirements are mandated by Federal or State governments, the roles of business users, organizational structure, and some policies are driven by various constraints, such as the design of legacy systems, management, and other drivers. It is important to obtain a clear understanding of these roles and policies, since opportunities for change may be discovered that are not related to Federal or State laws.
- d. "As Is" UI Benefit System Processes and Manual Processes in Each State in the Southeast Consortium. The Contractor shall perform analysis of documentation provided by each state in the Southeast Consortium that documents the "As Is" UI Benefit processes, including all system interfaces with external systems, and manual processes currently performed by UI benefits staff in each state. The Contractor shall utilize this information as a resource in preparation for the requirements definition and modeling processes and developing a plan collaborative approach among states in the Southeast Consortium for the possible development of a "To Be" UI Benefits System in the future, leading to areas of improvement as related to the "As Is" processes.
- e. "To Be" UI Benefit System Requirements
 - (1) High-Level Functional Requirements. The Contractor shall use the Southeast Consortium's repository of "best business practices" as a starting point to help

guide the development of functional requirements for the Southeast Consortium's UI benefit system. The "To-Be" functional requirements shall be technology independent and shall not be tied to any Vendor framework. The Contractor shall provide a Meeting Facilitator(s) to facilitate meetings with members of the State project teams to review the business process re-engineering goals and augment these as appropriate and with the consensus of the Southeast Consortium, and then use these to define and document high-level functional requirements for a "to be" system. For each requirement, the Contractor shall identify the State(s) that approve the requirement as written and document the exceptions and reason the requirement does not apply to one or more state(s). (i.e., [Reference to state law] prohibits this requirement in [State name])

- (2) Conceptual Process and Data Models. The Contractor shall provide a project resource with the role of Data Architect(s) (DA) to develop integrated conceptual process and data models of the "To Be" UI Benefit System requirements. The "To-Be" data and process models shall be technology independent to the maximum extent feasible, as determined by the Southeast Consortium, and shall not be tied to any Vendor framework. The DA shall participate in project team meetings when UI Benefit requirements are defined for a "To Be" solution are defined to create these models demonstrating the design of a UI Benefit System with common and reusable components that will allow States to respond quickly to future changes. The Contractor shall facilitate sessions with the Southeast Consortium that promote business process re-engineering to streamline and automate business processes through an integrated system solution. Also, these models shall provide a visual representation of a UI Benefits System that provides core components that can be utilized by other States and has the flexibility to be easily configured or customized to meet the unique UI Benefit requirements of a state.
- (3) General System Requirements. The Contractor shall provide a repository of "best business practice" general system requirements for an UI benefit system to use as a starting point for gathering requirements for a new UI Benefits system. General System requirements shall include, but not be limited to, the following: archive and backup; input methods and devices; interfacing with other applications; user interfaces; help capability; workflow; query and reporting; security and audit; error messages; and documentation. The "To-Be" general system requirements shall be technology independent and shall not be tied to any Vendor framework. The Contractor shall provide a resource to facilitate sessions with project team members from each State and document the general system requirements for a new UI Benefit system. These requirements shall not be limited to any vendor's product. The Contractor shall identify common and unique requirements for states in the Southeast Consortium.
- (4) High-Level Technical Architecture Requirements. The Contractor shall meet with technical team members from each State to review existing architecture of each state's UI Benefits System and to document high-level technical architecture requirements for a new UI Benefit system. Constraints from each state should be identified, as well as a unified hosted approach that series all four (4) states. Technical architecture options for a new UI Benefit System that could be installed in all states in the Southeast Consortium should be identified. The proposed solutions shall be flexible, modular and scalable and easily adapt to fluctuating volumes in unemployment insurance claims and program changes mandated by Federal or State government. The "To-Be" technical architecture requirements shall be technology independent and shall not be tied to any Vendor framework and should promote reuse by any other states interested. The Contractor shall provide high level guidelines and approaches as to how the four (4) state's current data will be converted into the new system. The high-

level Technical Architecture shall define all external interfaces and shall recommend the methods to interface, which shall at least include standards-based Web Services and clearly define the method(s) and approach(es) to securely interface with each state's Tax and Wage systems.

PLANNING PHASE, DETAILED LEVEL

- A.12. "To Be" UI Benefit System Requirements. The Contractor shall perform the following activities and develop the requested project deliverables during the Product Development Planning Phase, Detailed Level. See Contract Attachment B for Deliverables Listing by Phase.
- a. Detailed Functional Requirements. The Contractor shall facilitate meetings with the Southeast Consortium to define detailed level functional requirements for an UI benefit system. The Contractor shall document these requirements for a new "To Be" UI Benefit system in an approved Southeast Consortium Use Case format and map them to the high-level functional requirements defined during the Planning Phase, High-level. The "To-Be" functional requirements shall be technology independent and shall not be tied to any Vendor framework. The Contractor shall perform business process re-engineering. For each requirement, the Contractor shall identify the State(s) that approve the requirement as written and document the exceptions and reason the requirement does not apply to one or more state(s). (i.e., [Reference to state law] prohibits this requirement in [State name])
 - b. Elementary Process and Physical Data Models. The Data Architect(s) (DA) shall develop integrated elementary process and physical data models of the "To Be" UI Benefit System requirements. The "To-Be" data and process models shall be technology independent to the maximum extent feasible, as determined by the Southeast Consortium, and shall not be tied to any Vendor framework. The State shall provide quality guidance/ commentary on these models through the State project manager. Also, these models will be published via PDF, with a data dictionary provided in Excel. The DA shall participate in project team meetings when UI Benefit requirements are defined for a "To Be" solution are defined to create these models demonstrating the design of a UI Benefit System with common and reusable components that will allow States to respond quickly to future changes. The Contractor shall facilitate sessions with the Southeast Consortium that promote business process re-engineering to streamline and automate business processes through an integrated system solution. Also, these models shall provide a visual representation on a UI Benefits System that provides core components that can be exported to other States and has the flexibility to be easily configured or customized to meet the unique UI Benefit requirements of a state.
 - c. General System Requirements. The Contractor shall update General System Requirements during this phase, as required by the States. The "To-Be" general system requirements shall be technology independent and shall not be tied to any Vendor framework.
 - d. Technical Architecture Detailed Requirements. The Contractor shall meet with technical team members from each State to document detailed technical architecture requirements for the new UI Benefits System. Constraints from each state should be identified. The "To-Be" technical architecture requirements shall be technology independent and shall not be tied to any Vendor framework. Technical architecture options for a new UI Benefit System that could be installed in all states in the Southeast Consortium should be identified, as well as a hosted option that services all four (4) states. The proposed solutions shall be secure, flexible, modular, re-configurable, and scalable and easily adapt to fluctuating volumes in unemployment insurance claims, accommodate law and functional-based differences between the states and program changes mandated by Federal or State government. These technical architecture options shall not be limited to any vendor's product. The Contractor shall develop a limited, lightweight Proof of

Concept for a specific, Southeast Consortium-approved functional area that demonstrates that one code set can accommodate the four states through re-configuration of parameters and/or the use of different configuration file settings or some other techniques which must be specified.

PROJECT CLOSURE PHASE – FINDINGS AND RECOMMENDATIONS

- A.13. Upon completion of the Product Development Planning Phase, Detailed Level the Contractor shall assist the Southeast Consortium in the development and presentation of the findings and recommendations of this study. The Contractor shall facilitate meetings with the State and document deliverables including, but not limited to, the following. See Contract Attachment B for Deliverables Listing by Phase.
- a. Executive Summary. The Contractor shall develop an Executive Summary that provides an executive-level overview of the approach, findings and recommendations for this project. The Executive Summary shall include, but not be limited to, the following:
 - (1) Background and Objectives
 - (2) Scope and Approach
 - (3) Key Findings and Recommendations
 - b. Project Introduction. This project introduction shall include, but not be limited to, the following sections:
 - (1) Project Background
 - (2) Project Scope and Approach
 - (3) Description of the Functional Components of an UI Benefits System
 - (4) Description of System-Wide Functionality (i.e., workflow, security, reporting)
 - (5) Business Drivers for a new UI Benefits System
 - c. Current “As Is” System Processes and Interface Models, including Contractor Analysis. Reference Section A.10.d.
 - d. “To Be” Requirements (Functional). Reference Sections A.11.e.1) and A.12.a. The "To-Be" functional requirements shall be technology independent and shall not be tied to any Vendor framework.
 - e. “To Be” Data and Process Models, including Context Diagrams depicting required Interfaces for each State. Reference Sections A.11.e.2) and A.12.b. The "To-Be" data and process models shall be technology independent and shall not be tied to any Vendor framework.
 - f. “To Be” Requirements (General System). Reference Sections A.11.e.3) and A.12.c. The "To-Be" general system requirements shall be technology independent and shall not be tied to any Vendor framework.
 - g. “To Be” Requirements/Recommended Options for Technical Architecture. Reference Sections A.11.e.4) and A.12.d. The contractor shall work with the state project teams and document recommended options for the technical architecture that satisfies Southeast Consortium requirements. The technical architecture shall provide flexibility, scalability, and modularity to facilitate the timely implementation of system changes for the life of the system to meet new Federal and State laws and to respond to fluctuating rates of unemployment. The "To-Be" requirements/recommended options for the technical architecture shall be technology independent and shall not be tied to any Vendor framework.

- h. Southeast Consortium-based Security Strategy. The contractor shall work with the state to define the Southeast Consortium-based security strategy. The contractor shall document the Southeast Consortium-based security strategy.”
- i. Deployment Strategy Options. The contractor shall work with the state to define deployment strategy options. The contractor shall document the deployment strategy options.
- j. Future Maintenance Options and Strategy. The contractor shall work with the state to define future maintenance options and strategies for the U.I. Benefit system. The contractor shall document the future maintenance options and strategy.
- k. Terminology – Glossary of Terms and Acronyms. The Contractor shall update the Terminology deliverable developed during the Planning Phase, High-level, as described in Contract Section A.10.g, to reflect any changes required to finalize the document for this section of the Closure Phase documentation.
- l. Cost-Benefit Models by Option. The contractor shall document a cost-benefit model for each system option from this study and shall determine the most cost effective model to be developed that would contain UI benefits core functions and could subsequently be exported and implemented by other states without the need to significantly customize the system, and/or be hosted in one state that provides automated services to other states. Reference Section A.2.
- m. High-Level Implementation Plan Alternatives. The contractor shall document high-level implementation plan alternatives.

B. CONTRACT TERM:

This Contract shall be effective for the period commencing on March 29, 2010, and ending on September 28, 2011. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

- B.1. Term Extension. The State reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one year and a total contract term of no more than five (5) years, provided that such an extension of the contract term is effected prior to the current, contract expiration date by means of an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the State’s maximum liability will also be effected through an amendment to the Contract, and shall be based upon payment rates provided for in the original Contract.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed **WRITTEN DOLLAR AMOUNT (\$NUMBER)**. The payment rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in Section C.3. 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.

C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.

C.3. Payment Methodology for Fixed Cost. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1.

- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in Section A.
- b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment methodologies:

Payment Methodology Based on Completion of Product Development Phase Milestones

Cost Item Description	Cost Amount For Contract Term March 29, 2010 – Sept. 28, 2011
Total Fixed Cost for Feasibility Study	\$(NUMBER)

The Total Fixed Cost for Feasibility Study stated above shall be paid to the vendor in installments contingent upon completion of Product Development Phase Milestones, as follows:

Product Development Phase Milestone	Cost by Phase	Retainage Amount *	Payment Amount
Planning Phase, High-Level (30% of Total Fixed Cost for Feasibility Study)	\$(NUMBER)	\$[NUMBER] 20% of Planning Phase, High-level	\$[NUMBER]
Planning Phase, Detailed Level (35% of Total Fixed Cost for Feasibility Study)	\$(NUMBER)	\$[NUMBER] 20% of Planning Phase, Detailed Level	\$[NUMBER]
Closure Phase (35% of Total Fixed Cost for Feasibility Study)	\$(NUMBER)	None	\$[NUMBER]

Upon completion of each Product Development Phase milestone, the Contractor shall submit an invoice for the milestone payment amount, in form and substance acceptable to the State, prior to any payment.

* The total retainage amount shall be paid to the Contractor within thirty (30) days of completion of the Closure Phase after the State's confirmation is provided that all project activities and deliverables have been completed by the Contractor and approved by the State

- c. The Contractor shall be compensated for changes requested and performed pursuant to Contract Section A.8., without a formal amendment of this contract based upon the payment rates detailed in the schedule below and as agreed pursuant to said Section

A.8., PROVIDED THAT compensation to the Contractor for such “change order” work shall not exceed TEN PERCENT (10%) of the total fixed cost for the feasibility study detailed in subsection b., above.

Change Order Service Description	Amount (per compensable increment) For Contract Term March 29, 2010 – Sept. 28, 2011
Project Manager	\$ NUMBER per hour
Data Architect	\$ NUMBER per hour
Business/Domain Analyst	\$ NUMBER per hour
Technical Writer	\$ NUMBER per hour
Meeting Facilitator	\$ NUMBER per hour
Technical Architect	\$ NUMBER per hour

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

C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in Section C.3, above, and as required below prior to any payment.

a. The Contractor shall submit invoices no more often than monthly, with all necessary supporting documentation, to:

TN Department of Labor and Workforce Development
 Fiscal Services Division
 220 French Landing Drive, A-4
 Nashville, TN 37243

b. The Contractor agrees that each invoice submitted shall clearly and accurately (all calculations must be extended and totaled correctly) detail the following required information.

- (1) Invoice/Reference Number (assigned by the Contractor);
- (2) Invoice Date;
- (3) Invoice Period (period to which all invoiced charges are applicable);
- (4) Contract Number (assigned by the State to this Contract);
- (5) Account Name: Department of Labor and Workforce Development, Employment Security Division;
- (6) Account/Customer Number (uniquely assigned by the Contractor to the above-referenced Account Name);
- (7) Contractor Name;
- (8) Contractor Federal Employer Identification Number or Social Security Number (as referenced in this Contract);
- (9) Contractor Contact (name, phone, and/or fax for the individual to contact with billing questions);
- (10) Contractor Remittance Address;
- (11) Complete Itemization of Charges, which shall detail the following:

- i. Service or Milestone Description (including name /title as applicable) of each service invoiced;
 - ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced;
 - iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced;
 - iv. Amount Due by Service; and
 - v. Total Amount Due for the invoice period.
 - c. The Contractor understands and agrees that an invoice to the State under this Contract shall:
 - (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
 - (2) not include any future work but will only be submitted for completed service; and
 - (3) not include sales tax or shipping charges.
 - d. The Contractor agrees that timeframe for payment (and any discounts) begins when the State is in receipt of each invoice meeting the minimum requirements above.
 - e. The Contractor shall complete and sign a "Substitute W-9 Form" provided to the Contractor by the State. The taxpayer identification number contained in the Substitute W-9 submitted to the State shall agree to the Federal Employer Identification Number or Social Security Number referenced in this Contract for the Contractor. The Contractor shall not invoice the State for services until the State has received this completed form.
- C.6. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.
- C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.
- 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 which are or shall become due and payable to the State of Tennessee by the Contractor.
- C.9. Automatic Deposits. The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Contractor by the State. Once this form has been completed and submitted to the State by the Contractor 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 (ACH). The Contractor shall not invoice the State for services until the Contractor has completed this form and submitted it to the State.
- D. STANDARD TERMS AND CONDITIONS:**
- D.1. Required Approvals. The State is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.

- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. 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 violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract 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 Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. 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 disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Prohibition of Illegal Immigrants. The requirements of Public Acts of 2006, Chapter Number 878, of the state of Tennessee, 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 hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment A, hereto, semi-annually during the period of this Contract. Such 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 period of this Contract, 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 relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an

illegal immigrant to perform work relative to this Contract. Attestations obtained from such 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. Said 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 Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.
- D.9. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) 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.10. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*
- D.11. 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.12. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.13. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon 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 such 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 hereto.
- D.14. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either 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 shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.

- D.15. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.16. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.17. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.18. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.19. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, 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 relating hereto, whether written or oral.
- D.20. 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 hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.21. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of 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, these special terms and conditions shall control.
- E.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. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Melvin O'Neal, Contract Coordinator
TN Department of Labor & Workforce Development
220 French Landing Drive, A-4
Nashville, TN 37243
RFP.Labor@tn.gov

Telephone # 615-532-1071
FAX # 615-741-3002

The Contractor:

NAME & TITLE OF CONTRACTOR CONTACT PERSON
CONTRACTOR NAME
ADDRESS
EMAIL ADDRESS
Telephone # NUMBER
FAX # NUMBER

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

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in *Tennessee Code Annotated*, Section 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 pursuant to *Tennessee Code Annotated*, Title 8, Chapter 35, Part 3 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 may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the period of this Contract.
- E.5. Voluntary Buyout Program. The Contractor acknowledges and understands that, for a period of two years beginning August 16, 2008, restrictions are imposed on former state employees who received a State of Tennessee Voluntary Buyout Program (VBP) severance payment with regard to contracts with state agencies that participated in the VBP.
- a. The State will not contract with either a former state employee who received a VBP severance payment or an entity in which a former state employee who received a VBP severance payment or the spouse of such an individual holds a controlling financial interest.
 - b. The State may contract with an entity with which a former state employee who received a VBP severance payment is an employee or an independent contractor. Notwithstanding the foregoing, the Contractor understands and agrees that there may be unique business circumstances under which a return to work by a former state employee who received a VBP severance payment as an employee or an independent contractor of a State contractor would not be appropriate, and in such cases the State may refuse Contractor personnel. Inasmuch, it shall be the responsibility of the State to review Contractor personnel to identify any such issues.

c. With reference to either subsection a. or b. above, a contractor may submit a written request for a waiver of the VBP restrictions regarding a former state employee and a contract with a state agency that participated in the VBP. Any such request must be submitted to the State in the form of the *VBP Contracting Restriction Waiver Request* format available from the State and the Internet at: www.state.tn.us/finance/rds/ocr/waiver.html. The determination on such a request shall be at the sole discretion of the head of the state agency that is a Party to this Contract, the Commissioner of Finance and Administration, and the Commissioner of Human Resources.

E.6. Limitation of Liability. The parties agree that the Contractor's liability 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, or fraudulent conduct.

E.7. 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 temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the residual value of the property at the time of loss.

E.8. Incorporation of Additional Documents. Included in this Contract by reference are the following documents:

- a. The Contract document and its attachments
- b. All Clarifications and addenda made to the Contractor's Proposal
- c. The Request for Proposal and its associated amendments
- d. Technical Specifications provided to the Contractor
- e. The Contractor's Proposal

In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these documents shall govern in order of precedence detailed above.

E.9. Workpapers Subject to Review. The Contractor shall make all audit, accounting, or financial analysis workpapers, notes, and other documentation available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of 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 undersigned, 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 this 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 section 1352, title 31, *U.S. Code*.

- E.11. Prohibited Advertising. The Contractor shall not refer to this Contract or the Contractor's relationship with the State hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed. It is expressly understood and agreed that the obligations set forth in this section shall survive the termination of this Contract in perpetuity.
- E.12. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

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. Nothing in this paragraph shall permit Contractor to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties.

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

- E.13. 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) Workers' Compensation/ Employers' Liability (including all states coverage) with a limit not less than the relevant statutory amount or one million dollars (\$1,000,000) per occurrence for employers' liability whichever is greater.
 - (2) 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.

(3) Automobile Coverage (including owned, leased, hired, and non-owned vehicles) with a bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence.

b. At any time State may require the Contractor to provide a valid Certificate of Insurance 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. Failure to provide required evidence of insurance coverage shall be a material breach of this Contract.

E.14. 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 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. 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.

E.15. State Ownership of Work Products. The State shall have ownership, right, title, and interest, including ownership of copyright, in all work products, including computer source code, created, designed, developed, derived, documented, installed, or delivered under this Contract subject to the next subsection and full and final payment for each "Work Product." The State shall have royalty-free and unlimited rights and license to use, disclose, reproduce, publish, distribute, modify, maintain, or create derivative works from, for any purpose whatsoever, all said Work Products.

- a. To the extent that the Contractor uses any of its pre-existing, proprietary or independently developed tools, materials or information ("Contractor Materials"), the Contractor shall retain all right, title and interest in and to such Contractor Materials, and the State shall acquire no right, title or interest in or to such Contractor Materials EXCEPT the Contractor grants to the State an unlimited, non-transferable license to use, copy and distribute internally, solely for the State's internal purposes, any Contractor Materials reasonably associated with any Work Product provided under the Contract.
- b. The Contractor shall furnish such information and data as the State may request, including but not limited to computer code, that is applicable, essential, fundamental, or

intrinsic to any Work Product and Contractor Materials reasonably associated with any Work Product, in accordance with this Contract and applicable state law.

- c. Nothing in this Contract shall prohibit the Contractor's use for its own purposes of the general knowledge, skills, experience, ideas, concepts, know-how, and techniques obtained and used during the course of providing the services requested under this Contract.
- d. Nothing in the Contract shall prohibit the Contractor from developing for itself, or for others, materials which are similar to and/or competitive with those that are produced under this Contract.

E.16. 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 proposal responding to RFP-33710-65910 (Attachment 6.2 B.15) and resulting in this Contract.

The Contractor shall assist the State in monitoring the Contractor's performance of this commitment by providing, as requested, a quarterly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, and persons with a disability. Such reports shall be provided to the state of Tennessee Governor's Office of Diversity Business Enterprise in form and substance as required by said office.

IN WITNESS WHEREOF,	
CONTRACTOR LEGAL ENTITY NAME:	
CONTRACTOR SIGNATURE	DATE
PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)	
TN DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT:	
JAMES G. NEELEY, COMMISSIONER	DATE

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:

CONTRACTOR LEGAL ENTITY NAME:

FEDERAL EMPLOYER IDENTIFICATION NUMBER:
(or Social Security Number)

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

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION

DELIVERABLES LISTING BY PHASE

Deliverable Name	Activity Description	Contract Reference	Phase Created/Updated
Hardware, software, and supplies for Contractor Staff	Provide hardware, software, and supplies for contractor staff	A.3, A.3.a. through A.3.d., A.4	Planning Phase, High Level
Written certification of completion of project deliverables for each phase approved by the State & Contractor	Written acknowledgement of completion of project deliverables for each phase shall be approved by the State and the Contractor	A.6	Planning Phase, High Level; Planning Phase, Detailed Level, and Project Closure Phase
Project Plan: Introduction		A.10, A.10.a.	Planning Phase, High Level
Project Plan: Project Definitions		A.10, A.10.b.	Planning Phase, High Level
Project Plan: Management Plan & Approach - Project Schedule		A.9.a., A.10, A.10.c, A.10.c.1	Initial with proposal, updated in Planning Phase, high level – PSC approval required for each new release (update) to project schedule
Project Plan: Management Plan & Approach – Project Assumptions		A.9.a., A.10, A.10.c., A.10.c.2	Initial with proposal, updated in Planning Phase, high level – PSC approval required for each new release (update) to project schedule
Project Plan: Management Plan & Approach – Project Constraints		A.9.a., A.10, A.10.c., A.10.c.3	Initial with proposal, updated in Planning Phase, high level – PSC approval required for each new release (update) to project schedule
Project Plan: Management Plan & Approach – Potential Project Risks		A.9.a., A.10, A.10.c., A.10.c.4	Created in Planning Phase, High Level; Updated in Subsequent Phases, based on approval of PSC
Project Plan: Management Plan & Approach: - Project Communication Plan		A.9.a., A.10, A.10.c., A.10.c.5	Created in Planning Phase, High Level; Updated in Subsequent Phases, based on approval of PSC
Project Plan: Technical Plan & Approach		A.9.a., A.10, A.10.d.	Created in Planning Phase, High Level; Updated in Subsequent Phases, based on approval of PSC
Project Plan: Change Management Approach		A.10, A.10.e.	Created in Planning Phase, High Level; Updated in Subsequent Phases, based on state approval

Deliverable Name	Activity Description	Contract Reference	Phase Created/Updated
Project Plan: Version Control Plan		A.10, A.10.f.	Created in Planning Phase, High Level; Updated in Subsequent Phases, based on state approval
Project Plan: Terminology – Glossary of Terms and Acronyms		A.10, A.10.g., A.13.k.	Created in Planning Phase, High Level; Updated in Planning Phase, Detailed Level and Project Closure Phase
Document detailing results of contractor analysis of “As Is” Benefit processes, system and manual, and interfaces of each state in the Southeast Consortium	The contractor shall perform an analysis of the existing business processes in each state to promote understanding of the current UI benefit legacy systems and manual processes in preparation to help validate the Southeast Consortium’s common areas of improvement and re-engineering goals.	A.1., A.9.c., A.11.d	Planning Phase, High Level
Integrated Conceptual Data and Process Models		A.9.c.2, A.11.e.2	Planning Phase, High Level
Technical Architecture and Standards of Each Southeast Consortium State		A.11, A.11.a.	Planning Phase, High Level
Federal and State Laws		A.11, A.11.b.	Planning Phase, High Level
UI Benefit Roles and Policies in Each State	Provide and document clear understanding of roles and policies within each state that drives current legacy systems, which may be subject to change in the “To Be” system	A.11, A.11.c.	Planning Phase, High Level
“To Be” UI Benefit System Requirements: High-Level Functional Requirements	Collaborative “To Be” Functional Requirements	A.11, A.11.e.1	Planning Phase, High Level
“To Be” UI Benefit System Requirements: Conceptual Process and Data Models	Integrated “To Be” Conceptual Process and Data Models	A.11, A.11.e.2	Planning Phase, High Level
“To Be” UI Benefit System Requirements: General System Requirements		A.11, A.11.e.3, A.12.c.	Planning Phase, High Level
“To Be” UI Benefit System Requirements: High Level Technical Architecture Requirements	Includes initial data conversion concepts	A.11, A.11.e.4	Planning Phase, High Level
“To Be” Detailed Functional		A.12, A.12.a.	Planning Phase, Detailed Level

Deliverable Name	Activity Description	Contract Reference	Phase Created/Updated
Requirements			
"To Be" Elementary Process and Physical Data Models		A.12, A.12.b.	Planning Phase, Detailed Level
"To Be" UI Benefit System Requirements: General System Requirements		A.12, A.12.c.	Planning Phase Detailed Level
"To Be" Technical Architecture Detailed Requirements		A.12, A.12.d.	Planning Phase, Detailed Level
Final Report		A.13, A.13.a. through A.13.h.	Project Closure Phase
Deployment Strategy Options		A.13, A.13.i.	Project Closure Phase
Future Maintenance Options and Strategy		A.13, A.13.j.	Project Closure Phase
Cost-Benefit Models by Option		A.13, A.13.l.	Project Closure Phase
High-Level Implementation Plan Alternatives		A.13, A.13.m.	Project Closure Phase