



**STATE OF TENNESSEE  
TREASURY DEPARTMENT**

**REQUEST FOR PROPOSALS  
FOR  
UNCLAIMED PROPERTY SYSTEM AND SERVICES  
RFP # 30901- 53423**

**RFP CONTENTS**

**SECTIONS:**

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

**ATTACHMENTS:**

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

## 1. INTRODUCTION

---

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

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

### 1.1. Statement of Procurement Purpose

The State Treasurer is responsible for administering Tennessee’s Unclaimed Property Act, which is codified in Tennessee Code Annotated, Section 66-29-101 et seq. (the “Act”). Under the Act, companies within and outside the State of Tennessee are required to turn over to the State unclaimed property belonging to its residents (hereinafter referred to as “Holders”). Unclaimed property is caused when financial assets are forgotten or lost due to factors that include change of address, name change, clerical errors, or lack of action on the part of the owner. Unclaimed property consists of intangible property such as dormant bank accounts, uncashed payroll checks, unclaimed security deposits, insurance proceeds etc. The State is then responsible for locating and returning as much unclaimed property to the rightful owner as expeditiously as possible. RFP Attachment 6.7 provides a breakdown of how much unclaimed property has been collected and paid out as of June 30, 2022.

Currently, the State has a computerized unclaimed property management system called Clearview Connect, which is a vendor provided system. The State’s website for claiming unclaimed property can be found at ClaimItTN.gov and the State’s website for reporting unclaimed property can be found at ReportItTN.gov. Also, the State utilizes a contractor (Avenu Unclaimed Property Systems, LLC) to help process some claims and answer calls.

The State seeks a contract for a **comprehensive unclaimed property management solution** that will replace our computerized unclaimed property management system (Clearview Connect), the State’s website for claiming unclaimed property (ClaimItTN.gov) and the State’s website for reporting unclaimed property (ReportItTN.gov), and which the State expects to provide the following:

- 1.1.1. **Unclaimed Property Administration Application**: The system would need to be a web-based application that integrates a public facing unclaimed property Holder-reporting web application and a public facing searchable claims web application. The system would need to be able to interface with other state or vendor systems (payments, data matching, etc.), which interfaces must be provided by the successful vendor as a part of this procurement. The system would need to capture all information received from the unclaimed property Holder; audit progress; track all security corporate actions; and capture all claims processing information. The system would need to include a document management system with workflows.
- 1.1.2. **Holder Reporting Application**: This would need to be a public facing web application with registered users that will allow unclaimed property Holders to report and remit their unclaimed property. The web application would need to be able to check and verify that all file submissions are in the correct NAUPA approved format. For files that are rejected, it would need to be able to provide specific information about what is wrong with the file. It would need to be able to accept various payment methods but must include at least ACH Debit and ACH Credit. The application must also be able to import the data (Property and Receipt information) into the main Computer System described in Section 1.1.1 above.
- 1.1.3. **Property Search & File Claims Application**: This would need to be a public facing web application with optional registered uses that will allow claimants to search for their unclaimed property and file a claim. The system must have a process to verify the claimant’s identity and based on the State’s parameters, automate the processing of claims. The system would need to

integrate a fraud detection process to be able to identify unauthorized claims. For claims that are not eligible for the automation, the web application must provide the claimant with a claim form that contains a description of the specific required documentation the claimant must provide based on that claimant's circumstances. The application must enable the claimant to upload any documentation required.

- 1.1.4. **Enterprise Content Management System:** If requested by the State, the successful respondent shall provide an enterprise content management system. This system must store documents uploaded by unclaimed property Holders, claimants and State unclaimed property personnel and allow for State personnel to easily access those imaged documents. The documents would need to be integrated within the Computer System described in Section 1.1.1. The Computer System and/or the Document Management System must include workflow processes as to how this will occur.
- 1.1.5. **Data Protection:** The successful respondent will be responsible for hosting the Computer System, the web applications, and the data. The System, applications and data must be accessible 24/7 (with agreed downtime for service or upgrades). The successful respondent will also be required to document proper controls to safeguard the data.
- 1.1.6. **Claim Processing:** For claims that are not eligible (due to complexity, dollar value, etc.) for automated processing, the State is interested in a solution where many of those claims are processed by a third-party vendor's personnel. The State will provide procedures for the claim process. The successful respondent must process these claims within fourteen calendar days of receipt of the claim as provided for in Section A.10.a.(1) of the *Pro Forma* Contract (RFP Attachment 6.6). See RFP Attachment 6.7 for claim volume.
- 1.1.7. **Call Center:** The successful respondent must also provide call center services; namely, answering all calls to the State's unclaimed property division and making calls to claimants. The State will provide procedures and call scripts for the call center. The successful respondent will be expected to answer those calls within sixty (60) seconds of receipt as provided for in Section A.10.a.(2) of the *Pro Forma* Contract (RFP Attachment 6.6). All calls will be recorded by the successful respondent and available to the State. See RFP Attachment 6.7 for claim volume.

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

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

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

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

## 1.3. **Nondiscrimination**

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

## 1.4. **RFP Communications**

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

**RFP # 30901 -53423**

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

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

Dawn Rochelle  
Solicitation Coordinator  
State of Tennessee, Treasury Department  
(615) 253-8770  
[Dawn.Rochelle@tn.gov](mailto:Dawn.Rochelle@tn.gov)

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

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

Jamie Formont  
Director of Human Resources  
Telephone: (615) 734-2245  
Email: [jamie.formont@tn.gov](mailto:jamie.formont@tn.gov)

- 1.4.3. Only the State's official, written responses and communications with Respondents are binding with regard to this RFP. Oral communications between a State official and one or more Respondents are unofficial and non-binding.
- 1.4.4. Potential Respondents must ensure that the State receives all written questions and comments, including questions and requests for clarification, no later than the Written Questions & Comments Deadline detailed in the RFP Section 2, Schedule of Events. Any written questions or comments must be e-mailed to the Solicitation Coordinator at [dawn.rochelle@tn.gov](mailto:dawn.rochelle@tn.gov).
- 1.4.5. Respondents must assume the risk of dispatching any communication or response to the State. The State assumes no responsibility for delays in the State's receipt of any communication or response from Respondents due to technical or other filing delays.
- 1.4.6. The State will convey all official responses and communications related to this RFP to the prospective Respondents from whom the State has received a Notice of Intent to Respond (refer to RFP Section 1.8).
- 1.4.7. The State reserves the right to determine, at its sole discretion, the method of conveying official, written responses and communications related to this RFP. Such written communications may

be transmitted by mail, hand-delivery, facsimile, electronic mail, Internet posting, or any other means deemed reasonable by the State. For internet posting, please refer to the following website: <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/supplier-information/request-for-proposals--rfp--opportunities1.html>.

- 1.4.8. The State reserves the right to determine, at its sole discretion, the appropriateness and adequacy of responses to written comments, questions, and requests related to this RFP. The State's official, written responses will constitute an amendment of this RFP.
- 1.4.9. Any data or factual information provided by the State (in this RFP, an RFP amendment or any other communication relating to this RFP) is for informational purposes only. The State will make reasonable efforts to ensure the accuracy of such data or information, however it is the Respondent's obligation to independently verify any data or information provided by the State. The State expressly disclaims the accuracy or adequacy of any information or data that it provides to prospective Respondents.

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

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

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

- 1.6.1. Each prospective Respondent must carefully review this RFP, including but not limited to, attachments, the RFP Attachment 6.6., *Pro Forma* Contract, and any amendments, for questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively called "questions and comments").
- 1.6.2. Any prospective Respondent having questions and comments concerning this RFP must provide them in writing to the State no later than the Written Questions & Comments Deadline detailed in the RFP Section 2, Schedule of Events.
- 1.6.3. Protests based on any objection to the RFP shall be considered waived and invalid if the objection has not been brought to the attention of the State, in writing, by the Written Questions & Comments Deadline.

1.7. **Pre-Response Teleconference**

A Pre-response Teleconference will be held at the time and date detailed in the RFP Section 2, Schedule of Events. Pre-response Teleconference attendance is not mandatory. To participate in the Teleconference, contact the Solicitation Coordinator, Dawn Rochelle, at (615) 253-8770 or via e-mail at [Dawn.Rochelle@tn.gov](mailto:Dawn.Rochelle@tn.gov) for further instructions.

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

1.8. **Notice of Intent to Respond**

Before the Notice of Intent to Respond Deadline detailed in the RFP Section 2, Schedule of Events,

prospective Respondents should submit to the Solicitation Coordinator a Notice of Intent to Respond (in the form of a simple e-mail or other written communication). Such notice should include the following information:

- the business or individual's name (as appropriate);
- a contact person's name and title; and
- the contact person's mailing address, telephone number, facsimile number, and e-mail address.

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

1.9. **Response Deadline**

A Respondent must ensure that the State receives a response no later than the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events. The State will not accept late responses, and a Respondent's failure to submit a response before the deadline will result in disqualification of the response. Respondents should be mindful of any potential delays due to technical, or other filing delays whether foreseeable or unforeseeable.

## 2. RFP SCHEDULE OF EVENTS

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

EVENT	TIME (central time zone)	DATE
1. RFP Issued		January 30, 2023
2. Disability Accommodation Request Deadline	2:00 p.m.	February 2, 2023
3. Pre-response Teleconference	2:00 p.m.	February 3, 2023
4. Notice of Intent to Respond Deadline	2:00 p.m.	February 6, 2023
5. Written "Questions & Comments" Deadline	2:00 p.m.	February 9, 2023
6. State Response to Written "Questions & Comments"		February 14, 2023
7. Technical Response and Cost Proposal Deadline	2:00 p.m.	February 27, 2023
8. State Completion of Technical Response Evaluations		March 3, 2023
9. State Schedules Respondent Oral Presentations (Respondent Finalists Only)		March 6, 2023
10. Respondent Oral Presentations (Finalists Only)	8 a.m. – 4:30 p.m.	March 7 – March 8, 2023
11. State Opening & Scoring of Cost Proposals (Finalists Only)		March 9, 2023
12. Negotiations (Optional to the State)		March 10 – March 15, 2023
13. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection		March 16, 2023
14. End of Open File Period		March 23, 2023
15. State sends contract to Contractor for signature		March 28, 2023
16. Contractor Signature Deadline	2:00 p.m.	March 29, 2023

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

### 3. RESPONSE REQUIREMENTS

---

#### 3.1. Response Form

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

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

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

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

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

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



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

### 3.2. Response Delivery

- 3.2.1. A Respondent must ensure that both the original Technical Response and Cost Proposal documents meet all form and content requirements, including all required signatures, as detailed within this RFP, as may be amended.
- 3.2.2. A Respondent must submit its Technical Response and Cost Proposal documents as specified below.
  - 3.2.2.1. Technical Response:

The Technical Response document should be in the form of one (1) digital document in “PDF” format or other easily accessible digital format attached to an e-mail to the Solicitation Coordinator. Both the subject and file name should both be clearly identified as follows:

**“RFP # 30901-53423 TECHNICAL RESPONSE ORIGINAL”**

The customer references should be delivered by each reference in accordance with RFP Attachment 6.2, Section B.18.
  - 3.2.2.2. Cost Proposal:

The Cost Proposal should be in the form of one (1) digital document in “PDF” or “XLS” format or other easily accessible digital format attached to an e-mail to the Solicitation Coordinator. Both the subject and file name should both be clearly identified as follows:

**“RFP # 30901-53423 COST PROPOSAL ORIGINAL”**

An electronic or facsimile signature, as applicable, on the Cost Proposal is acceptable.
- 3.2.3. The Technical Response and Cost Proposal documents must be dispatched to the Solicitation Coordinator in separate e-mail messages.
- 3.2.4. A Respondent must ensure that the State receives a response no later than the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events. The Response must be delivered to the Solicitation Coordinator via e-mail at dawn.rochelle@tn.gov. In the event a Respondent's Response with all attachments and supporting documentation will exceed 15 megabytes in total, the Respondent must place the documents in a zip file or make two or more submissions such that the documents per e-mail submission do not exceed 15 megabytes.

### 3.3. Response & Respondent Prohibitions

- 3.3.1. A response must not include alternate contract terms and conditions. If a response contains such terms and conditions, the State, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it.

- 3.3.2. A response must not restrict the rights of the State or otherwise qualify either the offer to deliver goods or provide services as required by this RFP or the Cost Proposal. If a response restricts the rights of the State or otherwise qualifies either the offer to deliver goods or provide services as required by this RFP or the Cost Proposal, the State, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it.
- 3.3.3. A response must not propose alternative goods or services (*i.e.*, offer services different from those requested and required by this RFP) unless expressly requested in this RFP. The State may consider a response of alternative goods or services to be non-responsive and reject it.
- 3.3.4. A Cost Proposal must be prepared and arrived at independently and must not involve any collusion between Respondents. The State will reject any Cost Proposal that involves collusion, consultation, communication, or agreement between Respondents. Regardless of the time of detection, the State will consider any such actions to be grounds for response rejection or contract termination.
- 3.3.5. A Respondent must not provide, for consideration in this RFP process or subsequent contract negotiations, any information that the Respondent knew or should have known was materially incorrect. If the State determines that a Respondent has provided such incorrect information, the State will deem the Response non-responsive and reject it.
- 3.3.6. A Respondent must not submit more than one Technical Response and one Cost Proposal in response to this RFP, except as expressly requested by the State in this RFP. If a Respondent submits more than one Technical Response or more than one Cost Proposal, the State will deem all of the responses non-responsive and reject them.
- 3.3.7. A Respondent must not submit a response as a prime contractor while also permitting one or more other Respondents to offer the Respondent as a subcontractor in their own responses. Such may result in the disqualification of all Respondents knowingly involved. This restriction does not, however, prohibit different Respondents from offering the same subcontractor as a part of their responses (provided that the subcontractor does not also submit a response as a prime contractor).
- 3.3.8. The State shall not consider a response from an individual who is, or within the past six (6) months has been, a State employee. For purposes of this RFP:
- An individual shall be deemed a State employee until such time as all compensation for salary, termination pay, and annual leave has been paid;
  - A contract with or a response from a company, corporation, or any other contracting entity in which a controlling interest is held by any State employee shall be considered to be a contract with or proposal from the employee; and
  - A contract with or a response from a company, corporation, or any other contracting entity that employs an individual who is, or within the past six (6) months has been, a State employee shall not be considered a contract with or a proposal from the employee and shall not constitute a prohibited conflict of interest.
- 3.3.9. This RFP is also subject to Tenn. Code Ann. § 12-4-101—105.

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

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

3.5. **Response Withdrawal**

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

3.6. **Additional Services**

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

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

3.7. **Response Preparation Costs**

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

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

---

### **4.1. RFP Amendment**

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

### **4.2. RFP Cancellation**

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

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

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

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

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

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

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

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

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

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

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

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

#### 4.6. **Insurance**

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

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

- 4.7.1. All persons, agencies, firms, or other entities that provide legal or financial opinions, which a Respondent provides for consideration and evaluation by the State as a part of a response to this RFP, shall be properly licensed to render such opinions.
- 4.7.2. Before the Contract resulting from this RFP is signed, the apparent successful Respondent (and Respondent employees and subcontractors, as applicable) must hold all necessary or appropriate business or professional licenses to provide the goods or services as required by the contract. The State may require any Respondent to submit evidence of proper licensure.
- 4.7.3. Before the Contract resulting from this RFP is signed, the apparent successful Respondent must be registered with the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. The State shall not award a contract unless the Respondent provides proof of such registration or provides documentation from the Department of Revenue that the Contractor is exempt from this registration requirement. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation. To register, please visit the Department of Revenue's Tennessee Taxpayer Access Point (TNTAP) website for Online Registration and the Vendor Contract Questionnaire. These resources are available at the following:  
[https://tntap.tn.gov/eservices/\\_/#1](https://tntap.tn.gov/eservices/_/#1)

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

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

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

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

4.9.3. No payment will be obligated or made until the relevant Contract is approved as required by applicable statutes and rules of the State of Tennessee.

4.9.3.1. The State shall not be liable for payment of any type associated with the Contract resulting from this RFP (or any amendment thereof) or responsible for any goods delivered or services rendered by the Contractor, even goods delivered or services rendered in good faith and even if the Contractor is orally directed to proceed with the delivery of goods or the rendering of services, if it occurs before the Contract Effective Date or after the Contract Term.

4.9.3.2. All payments relating to this procurement will be made in accordance with the Payment Terms and Conditions of the Contract resulting from this RFP (refer to RFP Attachment 6.6., *Pro Forma* Contract, Section C).

4.9.3.3. If any provision of the Contract provides direct funding or reimbursement for the competitive purchase of goods or services as a component of contract performance or otherwise provides for the reimbursement of specified, actual costs, the State will employ all reasonable means and will require all such documentation that it deems necessary to ensure that such purchases were competitive and costs were reasonable, necessary, and actual. The Contractor shall provide reasonable assistance and access related to such review. Further, the State shall not remit, as funding or reimbursement pursuant to such provisions, any amounts that it determines do not represent reasonable, necessary, and actual costs.

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

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

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

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

Notwithstanding the above, *Pro Forma* Contract Section A.7. (RFP Attachment 6.6) provides for limited service "change orders" without a formal Contract Amendment upon the documented mutual agreement by the 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 Respondents will be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

4.13. **Next Ranked Respondent**

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

## 5. EVALUATION & CONTRACT AWARD

---

### 5.1. Evaluation Categories & Maximum Points

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

EVALUATION CATEGORY	MAXIMUM POINTS POSSIBLE
<b>General Qualifications &amp; Experience</b> (refer to RFP Attachment 6.2., Section B)	<b>25</b>
<b>Technical Qualifications, Experience &amp; Approach</b> (refer to RFP Attachment 6.2., Section C)	<b>45</b>
<b>Oral Presentations – RESPONDENT FINALISTS ONLY</b> (refer to RFP Attachment 6.2., Section D)	<b>10</b>
<b>Cost Proposal – RESPONDENT FINALISTS</b> (refer to RFP Attachment 6.3.)	<b>20</b>

### 5.2. Evaluation Process

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

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

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

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

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



- c. the State will determine the response to be non-responsive to the RFP and reject it.
- 5.2.1.3. Proposal Evaluation Team members will independently evaluate each Technical Response (that is responsive to the RFP) against the evaluation criteria in this RFP, and will score each in accordance with the RFP Attachment 6.2., Technical Response & Evaluation Guide.
- 5.2.1.4. For each response evaluated, the Solicitation Coordinator will calculate the average of the Proposal Evaluation Team member scores for RFP Attachment 6.2., Technical Response & Evaluation Guide, and record each average as the response score for the respective Technical Response section.
- 5.2.1.5. The Solicitation Coordinator will invite the top three (3) ranked Respondents to make an Oral Presentation. The ranking will be determined after the Technical Response score is totaled and ranked (e.g., 1 – the best evaluated ranking, etc.). In the event of a tie score in the top three rankings from among those Respondents, the Solicitation Coordinator will identify all responsive and responsible Respondents that received those scores. The Solicitation Coordinator will invite each Respondent Finalist to make an oral presentation. The Respondent must provide a hard copy of its presentation materials to the Solicitation Coordinator the day before the Respondent's presentation.
  - 5.2.1.5.1. The Oral Presentations are mandatory. The Solicitation Coordinator will schedule Respondent Presentations during the period indicated by the RFP Section 2, Schedule of Events. The Solicitation Coordinator will make every effort to accommodate each Respondent's schedules. When the Respondent Presentation schedule has been determined, the Solicitation Coordinator will contact Respondents with the relevant information as indicated by RFP Section 2, Schedule of Events.
  - 5.2.1.5.2. Respondent Presentations are only open to the invited Respondent, Proposal Evaluation Team members, the Solicitation Coordinator, and any technical consultants who are selected by the State to provide assistance to the Proposal Evaluation Team.
  - 5.2.1.5.3. Oral Presentations provide an opportunity for Respondents to explain and clarify their responses and for the State to better understand the practical application of the good or service as applicable. Respondents must not materially alter their responses and Presentations will be limited to addressing the items detailed in RFP Attachment 6.2., Technical Response & Evaluation Guide. Respondent pricing shall not be discussed or provided during Oral Presentations.
  - 5.2.1.5.4. The State will maintain an accurate record of each Respondent's Oral Presentation session. The record of the Respondent's Oral Presentation shall be available for review when the State opens the procurement files for public inspection.
  - 5.2.1.5.5. Proposal Evaluation Team members will independently evaluate each Oral Presentation in accordance with the RFP Attachment 6.2., Technical Response & Evaluation Guide, Section D.
  - 5.2.1.5.6. The Solicitation Coordinator will calculate and document the average of the Proposal Evaluation Team member scores for RFP Attachment 6.2., Technical Response & Evaluation Guide, Section D, and record that number as the score for Respondent's Technical Response section.

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

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

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

- 5.3.2. The procuring agency head will determine the apparent best-evaluated Response. To effect a contract award to a Respondent other than the one receiving the highest evaluation process score, the head of the procuring agency must provide written justification and obtain the written approval of the Chief Procurement Officer and the Comptroller of the Treasury.
- 5.3.3. The State will issue a Notice of Intent to Award identifying the apparent best-evaluated response and make the RFP files available for public inspection at the time and date specified in the RFP Section 2, Schedule of Events.

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

- 5.3.4. The Respondent identified as offering the apparent best-evaluated response must sign a contract drawn by the State pursuant to this RFP. The Contract shall be substantially the same as the RFP Attachment 6.6., *Pro Forma* Contract. The Respondent must sign the contract by the Contractor Signature Deadline detailed in the RFP Section 2, Schedule of Events. If the Respondent fails to provide the signed Contract by this deadline, the State may determine that the Respondent is non-responsive to this RFP and reject the response.
- 5.3.5. Notwithstanding the foregoing, the State may, at its sole discretion, entertain limited terms and conditions or pricing negotiations prior to Contract signing and, as a result, revise the *pro forma* contract terms and conditions or performance requirements in the State's best interests, PROVIDED THAT such revision of terms and conditions or performance requirements shall **NOT** materially affect the basis of response evaluations or negatively impact the competitive nature of the RFP and contractor selection process.
- 5.3.6. If the State determines that a response is non-responsive and rejects it after opening Cost Proposals, the Solicitation Coordinator will re-calculate scores for each remaining responsive Cost Proposal to determine (or re-determine) the apparent best-evaluated response.

**RFP # 30901-53423 STATEMENT OF CERTIFICATIONS AND ASSURANCES**

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

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

- The Respondent will comply with all of the provisions and requirements of the RFP.
- The Respondent will provide all services as defined in the Scope of the RFP Attachment 6.6., *Pro Forma* Contract for the total Contract Term.
- The Respondent, except as otherwise provided in this RFP, accepts and agrees to all terms and conditions set out in the RFP Attachment 6.6., *Pro Forma* Contract.
- The Respondent acknowledges and agrees that a contract resulting from the RFP shall incorporate, by reference, all proposal responses as a part of the Contract.
- The Respondent will comply with:
  - (a) the laws of the State of Tennessee;
  - (b) Title VI of the federal Civil Rights Act of 1964;
  - (c) Title IX of the federal Education Amendments Act of 1972;
  - (d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government; and,
  - (e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government.
- To the knowledge of the undersigned, the information detailed within the response submitted to this RFP is accurate.
- The response submitted to this RFP was independently prepared, without collusion, under penalty of perjury.
- No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Respondent in connection with this RFP or any resulting contract.
- Both the Technical Response and the Cost Proposal submitted in response to this RFP shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract pursuant to the RFP.
- The Respondent affirms the following statement, as required by the Iran Divestment Act Tenn. Code Ann. § 12-12-111: "By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to §12-12-106." For reference purposes, the list is currently available online at: <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-/public-information-library.html>.

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

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

**SIGNATURE:**

\_\_\_\_\_

**PRINTED NAME & TITLE:**

\_\_\_\_\_

**DATE:**

\_\_\_\_\_

**RESPONDENT LEGAL ENTITY  
NAME:**

\_\_\_\_\_

**TECHNICAL RESPONSE & EVALUATION GUIDE**

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

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

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		The Response must be delivered to the State no later than the Response Deadline specified in the RFP Section 2, Schedule of Events.	
		The Technical Response and Cost Proposal documents were dispatched to the Solicitation Coordinator in separate e-mail messages (refer to RFP Section 3.2.3)	
		The Technical Response must NOT contain cost or pricing information of any type.	
		The Technical Response must NOT contain any restrictions of the rights of the State or other qualification of the response.	
		A Respondent must NOT submit alternate responses (refer to RFP Section 3.3.).	
		A Respondent must NOT submit multiple responses in different forms (as a prime and a subcontractor) (refer to RFP Section 3.3.).	
	<b>A.1.</b>	Provide the Statement of Certifications and Assurances (RFP Attachment 6.1.) completed and signed by an individual empowered to bind the Respondent to the provisions of this RFP and any resulting contract. The document must be signed without exception or qualification.	
	<b>A.2.</b>	Provide a statement, based upon reasonable inquiry, of whether the Respondent or any individual who shall cause to deliver goods or perform services under the contract has a possible conflict of interest ( <i>e.g.</i> , employment by the State of Tennessee) and, if so, the nature of that conflict.  NOTE: Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to cancel any award.	
	<b>A.3.</b>	Provide an official document or letter from an accredited credit bureau, verified, and dated within the last three (3) months and indicating a satisfactory credit score for the Respondent (NOTE: A credit bureau report number without the full report is insufficient and will <u>not</u> be considered responsive.)	

<b>RESPONDENT LEGAL ENTITY NAME:</b>			
<b>Response Page # (Respondent completes)</b>	<b>Item Ref.</b>	<b>Section A— Mandatory Requirement Items</b>	<b>Pass/Fail</b>
	<b>A.4.</b>	Provide a statement confirming that the Respondent currently provides an unclaimed property management system similar to the one requested in this RFP to at least five (5) different jurisdictions.	
	<b>A.5.</b>	Provide a statement that if awarded a contract under this RFP, the Respondent and its subcontractors (if applicable) will have the ability and technologies to perform all services under the contract remotely such as teleconferencing, shared document repository, and email messaging.	
<i>State Use – Solicitation Coordinator Signature, Printed Name &amp; Date:</i>			

**TECHNICAL RESPONSE & EVALUATION GUIDE**

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

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

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

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



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

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<p>(iii) names and ownership characteristics (i.e., ethnicity, gender, service-disabled veterans, or disability) of anticipated subcontractors and supply contractors.</p> <p>NOTE: In order to claim status as a Diversity Business Enterprise under this contract, businesses must be certified by the Governor's Office of Diversity Business Enterprise (Go-DBE). Please visit the Go-DBE website at <a href="https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&amp;XID=9810">https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&amp;XID=9810</a> for more information.</p> <p>(d) <u>Workforce</u>. Provide the percentage of the Respondent's total current employees by ethnicity and gender.</p> <p>NOTE: Respondents that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and subcontractors. Response evaluations will recognize the positive qualifications and experience of a Respondent that does business with enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises and who offer a diverse workforce.</p>
	<b>B.16.</b>	<p>Provide a statement of whether or not the Respondent has any current contracts with the State of Tennessee or has completed any contracts with the State of Tennessee within the previous five (5) year period. If so, provide the following information for all of the current and completed contracts:</p> <p>(a) the name, title, telephone number and e-mail address of the State contact knowledgeable about the contract;</p> <p>(b) the procuring State agency name;</p> <p>(c) a brief description of the contract's scope of services;</p> <p>(d) the contract period; and</p> <p>(e) the contract number.</p>
	<b>B.17.</b>	<p>Provide a statement and any relevant details addressing whether the Respondent is any of the following:</p> <p>(a) is presently debarred, suspended, proposed for debarment, or voluntarily excluded from covered transactions by any federal or state department or agency;</p> <p>(b) has within the past three (3) years, been convicted of, or had a civil judgment rendered against the contracting party from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;</p> <p>(c) is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed above; and</p> <p>has within a three (3) year period preceding the contract had one or more public transactions (federal, state, or local) terminated for cause or default.</p>
	<b>B.18.</b>	<p>Provide customer references from individuals who are not current or former State employees for the specific services listed in Section 1.1.; namely, for the (i) Unclaimed Property Administration Application, (ii) Holder Reporting Application, (iii) Property Search &amp; File Claims Application, (iv) Enterprise Content Management System, (v) Claim Processing and (vi) Call Center. Provide three references for each. You may use the same individual for part or all of the services.</p>

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

<b>RESPONDENT LEGAL ENTITY NAME:</b>		
<b>Response Page #</b> (Respondent completes)	<b>Item Ref.</b>	<b>Section B— General Qualifications &amp; Experience Items</b>
		<p>The standard reference questionnaire, which <u>must</u> be used and completed, is provided at RFP Attachment 6.4. References that are not completed as required may be deemed non-responsive and may not be considered.</p> <p>The Respondent will be <u>solely</u> responsible for obtaining fully completed reference questionnaires and ensuring they are e-mailed to the Solicitation Coordinator. In order to obtain and submit the completed reference questionnaires follow the process below.</p> <p>(a) Add the Respondent's name to the standard reference questionnaire at RFP Attachment 6.4. and make a copy for each reference.</p> <p>(b) Either (i) send a reference questionnaire to each reference or (ii) e-mail the reference with a copy of the standard reference questionnaire.</p> <p>(c) Instruct the reference to:</p> <p>(i) complete the reference questionnaire;</p> <p>(ii) sign and date the completed reference questionnaire; and</p> <p>(iii) e-mail the reference directly to the Solicitation Coordinator by no later than the Response Deadline date and time with the subject line of the e-mail as "[Respondent Name]" Referenced for RFP 30901-53423.</p> <p>NOTES:</p> <ul style="list-style-type: none"> <li>▪ The State will not accept late references or references submitted by any means other than that which is described above, and each reference questionnaire submitted must be completed as required.</li> <li>▪ The State will not review more than the number of required references indicated above.</li> <li>▪ While the State will base its reference check on the contents of the e-mails, the State reserves the right to confirm and clarify information detailed in the completed reference questionnaires, and may consider clarification responses in the evaluation of references.</li> <li>▪ The State is under <u>no</u> obligation to clarify any reference information.</li> </ul>
	<b>B.19.</b>	<p>List all existing clients for which the Respondent provides services similar to those requested in this RFP and indicate how long the Respondent has been providing those services to each client. Specifically, provide how long the Respondent has been providing the following services for each client:</p> <ul style="list-style-type: none"> <li>• Unclaimed property software (specify if vendor-hosted or web-based)</li> <li>• Claims portal</li> <li>• Holder reporting portal</li> <li>• Claims processing</li> <li>• Call center</li> <li>• Document imaging</li> </ul>
	<b>B.20.</b>	Describe any pending or anticipated plans to re-organize your company within itself or as part of the larger organization of which the company is a part.
		<b>SCORE (for <u>all</u> Section B—Qualifications &amp; Experience Items above):</b> <i>(maximum possible score = 25)</i>
State Use – Evaluator Identification:		



## RFP ATTACHMENT 6.2. — SECTION C

## TECHNICAL RESPONSE &amp; EVALUATION GUIDE

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

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

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

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

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	<b>C.1.</b>	Provide an overall description of the Unclaimed Property Administration Application and Enterprise Content Management system. Include any key features, processes, how communication with key stakeholders is accomplished and how the Enterprise Content Management system is incorporated with workflows in the Unclaimed Property Administration Application.		<b>5</b>	
	<b>C.2.</b>	Describe your system change management process for application and configuration updates. Include the process to request, approve, test, and track any changes. Include any restrictions or in what circumstances the vendor would be unwilling to make a change request.		<b>7</b>	
	<b>C.3.</b>	Describe any maintenance of network, hardware, operating system patches, release of applications, segregation of duties between development, testing, release management, and production support generally contained in your Support and Maintenance Plan.		<b>7</b>	
	<b>C.4.</b>	Provide a detail description of the payment process for claims. Include capabilities of integrating with the State's payment system both sending the payment and receiving payment detail information. Include the cancel and reissue process. Describe all payment types available including measures to ensure compliance with applicable regulatory payment standards.		<b>10</b>	
	<b>C.5.</b>	Provide a detailed description of the payment process for the Holder. Describe all payment types available including measures to ensure compliance with applicable regulatory payment standards. Include how the receipt is imported into the main system and then tied to the report for all payment options. Explain processes for error resolution on failed payments.		<b>10</b>	
	<b>C.6.</b>	Provide an overall description of your Property Search and File Claims Application, how it works and how you navigate. Include how the public can access the web application, search, and file a claim, and become a registered user. Include how a claim form is sent to the		<b>7</b>	

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

		claimant for claims that are not eligible for the automation process and how the system determines what evidence/documentation must be included on the claim.			
	<b>C.7.</b>	Provide a detailed description of any automation of claims approval. Include fraud prevention, fraud detection, claimant validation and what third party services are used. Include how the State can manage and set any parameters within the automation process.		<b>10</b>	
	<b>C.8.</b>	Provide an overall description of your Holder Reporting Application, how it works and how you navigate. Include a description of how the public can access the web application. Also provide a detailed description of how the validation of the NAUPA file works, how the file is tied to a Holder in the Unclaimed Property Administration Application, any automated communication with the Holder during the process, and how any payments in the Holder Reporting Application are tied to the report in the Unclaimed Property Administration Application.		<b>7</b>	
	<b>C.9.</b>	Provide an overall description of your claims processing capabilities and volume. Include within the description the structure or organization of the claims processing. Also include how many claims examiners you currently have and the location of those claims' examiners. Include how many clients you currently have for which you provide claims processing similar to that requested in this RFP. Finally, include within the description the number of claims examiners you intend to assign to this contract and the location of those examiners.		<b>10</b>	
	<b>C.10.</b>	Provide an overall description of your call center capabilities and volume. Include within the description the structure or organization of the call center. Also, include how many employees you currently have and the location of those employees in the call center. Include how many clients you currently have for which you provide call center services similar to that requested in this RFP. Finally, include within the description the number of call center representatives you intend to assign to this contract and the location of those representatives.		<b>10</b>	
	<b>C.11.</b>	Describe how reporting and analytics functionality within the System provides meaningful data for the State and the process for developing additional reporting functionality with the System.		<b>7</b>	
	<b>C.12.</b>	Describe your documented disaster recovery and business continuity plan to meet the requirements of Section E.5 of the <i>Pro Forma</i> contract (RFP Attachment 6.6), which includes a geographically different location than your primary location. How often do you test your recovery system? When did you last perform a full-scaled disaster recovery test?		<b>10</b>	
<p><i>The Solicitation Coordinator will use this sum and the formula below to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.</i></p>				<p><b>Total Raw Weighted Score:</b> <i>(sum of Raw Weighted Scores above)</i></p>	
<p><b>Total Raw Weighted Score</b></p> <hr style="width: 50%; margin: auto;"/> <p><b>Maximum Possible Raw Weighted Score</b> <i>(i.e., 5 x the sum of item weights above)</i></p>				<p><b>X 45</b> <i>(maximum possible score)</i></p>	
				<p><b>= SCORE:</b></p>	

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

*State Use – Evaluator Identification:*

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

## RFP ATTACHMENT 6.2.— SECTION D

## TECHNICAL RESPONSE &amp; EVALUATION GUIDE

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

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

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

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

<b>RESPONDENT LEGAL ENTITY NAME:</b>			
<b>Oral Presentation Items</b>		<b>Item Score</b>	<b>Evaluation Factor</b>
<b>D.1.</b>	<b>Describe how your system can meet the requirements of this RFP and <i>Pro Forma</i> contract. Provide a demonstration of your Unclaimed Property Administration Application, Holder Reporting Application, Property Search &amp; File Claims Application and Enterprise Content Management System.</b>		<b>60</b>
<b>D.2.</b>	<b>Elaborate on the vendor's ability to process claims and provide call center functions. Include the vendor's ability to adjust to an increase or decrease in claim or call volume.</b>		<b>40</b>
<b>Total Raw Weighted Score</b> ( <i>sum of Raw Weighted Scores above</i> ):			
The Solicitation Coordinator will use this sum and the formula below to calculate the score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.			
$\frac{\text{total raw weighted score}}{\text{maximum possible raw weighted score}}$ <i>(i.e., 5 x the sum of item weights above)</i>		<b>X 10</b> <i>(maximum section score)</i>	<b>= SCORE:</b>
<i>State Use – Evaluator Identification:</i>			
<i>State Use – Solicitation Coordinator Signature, Printed Name &amp; Date:</i>			

**RFP ATTACHMENT 6.3.****COST PROPOSAL & SCORING GUIDE**

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

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

The rates quoted below are firm for the first year of the contract and are not subject to change, except as provided in Section A.10. of the *Pro Forma* Contract (RFP Attachment 6.6). For subsequent years, the quoted charge will be adjusted by the percentage increase, if any, in the average Consumer Price Index as described in Section C.3 of the *Pro Forma* Contract (RFP Attachment 6.6).

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

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

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

<b>RESPONDENT SIGNATURE:</b>			
<b>PRINTED NAME &amp; TITLE:</b>			
<b>DATE:</b>			
<b>RESPONDENT LEGAL ENTITY NAME:</b>			
<b>Cost Item Description</b>	<b>Proposed Cost</b>	<b>State Use Only</b>	
		<b>Evaluation Factor</b>	<b>Evaluation Cost (cost x factor)</b>
Project Implementation/Conversion as described in Section A.3. of the <i>Pro Forma</i> Contract (RFP Attachment 6.6)	\$ _____ one-time charge	1	



## RFP ATTACHMENT 6.3. (continued)

RESPONDENT LEGAL ENTITY NAME:			
Cost Item Description	Proposed Cost	State Use Only	
		Evaluation Factor	Evaluation Cost (cost x factor)
Unclaimed Property Administration Application as described in Section A.2. of the <i>Pro Forma</i> Contract (RFP Attachment 6.6), the associated Support and Maintenance; Problem Resolution; Consulting Services; and Training as described in Section A.4. of the <i>Pro Forma</i> Contract (RFP Attachment 6.6) and the associated User Licenses; Identification Authentication Services described in Section A.5. of the <i>Pro Forma</i> Contract (RFP Attachment 6.6)	\$ _____ per quarter (prorated as applicable)	40	
Holder Reporting Application as described in Section A.2. of the <i>Pro Forma</i> Contract (RFP Attachment 6.6), the associated Support and Maintenance; Problem Resolution; Consulting Services; and Training as described in Section A.4. of the <i>Pro Forma</i> Contract (RFP Attachment 6.6) and the associated User Licenses; Identification Authentication Services described in Section A.5. of the <i>Pro Forma</i> Contract (RFP Attachment 6.6)	\$ _____ per quarter (prorated as applicable)	40	
Property Search & File Claims Application as described in Section A.2. of the <i>Pro Forma</i> Contract (RFP Attachment 6.6), the associated Support and Maintenance; Problem Resolution; Consulting Services; and Training as described in Section A.4. of the <i>Pro Forma</i> Contract (RFP Attachment 6.6) and the associated User Licenses; Identification Authentication Services described in Section A.5. of the <i>Pro Forma</i> Contract (RFP Attachment 6.6)	\$ _____ per quarter (prorated as applicable)	40	
If requested by the State, Enterprise Content Management System as described in Section A.2. of the <i>Pro Forma</i> Contract (RFP Attachment 6.6), the associated Support and Maintenance; Problem Resolution; Consulting Services; and Training as described in Section A.4. of the <i>Pro Forma</i> Contract (RFP Attachment 6.6) and the associated User Licenses; Identification Authentication Services described in Section A.5. of the <i>Pro Forma</i> Contract (RFP Attachment 6.6)	\$ _____ per quarter (prorated as applicable)	40	

## RFP ATTACHMENT 6.3. (continued)

RESPONDENT LEGAL ENTITY NAME:			
Cost Item Description	Proposed Cost	State Use Only	
		Evaluation Factor	Evaluation Cost (cost x factor)
Storage of documents for Enterprise Content Management System in excess of one (1) terabyte as provided in Section A.2.b. of the <i>Pro Forma</i> Contract (RFP Attachment 6.6)	\$ _____ per month per terabyte	120	
Unclaimed Property Claims Processing for Non-Fast-Track Claims as described in Section A.8. of the <i>Pro Forma</i> Contract (RFP Attachment 6.6). <b>Note:</b> For payment purposes, "processed" means that a claim has been approved, denied, returned to the State or is in such other status as may be set forth in the Claims Processing Procedures.	\$ _____ per claim processed	300,000	
Unclaimed Property Claims Processing for Fast-Track claims as described in Section A.8. of the <i>Pro Forma</i> Contract (RFP Attachment 6.6) where level one validation (as defined in <i>Pro Forma</i> Contract Attachment 1) is used. <b>Note:</b> For payment purposes, "processed" means that a claim has been approved, denied, returned to the State or is in such other status as may be set forth in the Claims Processing Procedures.	\$ _____ per claim processed	400,000	
Unclaimed Property Claims Processing for Fast-Track claims as described in Section A.8. of the <i>Pro Forma</i> Contract (RFP Attachment 6.6) where level one validation (as defined in <i>Pro Forma</i> Contract Attachment 1) is used. <b>Note:</b> For payment purposes, "processed" means that a claim has been approved, denied, returned to the State or is in such other status as may be set forth in the Claims Processing Procedures.	\$ _____ per property included within each individual claim processed	600,000	
Unclaimed Property Claims Processing for Fast-Track claims as described in Section A.8. of the <i>Pro Forma</i> Contract (RFP Attachment 6.6) where level two validation (as defined in <i>Pro Forma</i> Contract Attachment 1) is used. <b>Note:</b> For payment purposes, "processed" means that a claim has been approved, denied, returned to the State or is in such other status as may be set forth in the Claims Processing Procedures.	\$ _____ per claim processed	10,000	
Answering or Making Calls as described in Section A.9. of the <i>Pro Forma</i> Contract	\$ _____ per minute per call	500,000	
Change Orders as described in and subject to the terms and limitations detailed in Section A.7 of the <i>Pro Forma</i> Contract	\$ _____ per hour	1,000	

**RFP ATTACHMENT 6.3. (continued)**

<b>RESPONDENT LEGAL ENTITY NAME:</b>			
Cost Item Description	Proposed Cost	State Use Only	
		Evaluation Factor	Evaluation Cost (cost x factor)
<b>EVALUATION COST AMOUNT</b> (sum of evaluation costs above): The Solicitation Coordinator will use this sum and the formula below to calculate the Cost Proposal Score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.			
$\frac{\text{lowest evaluation cost amount from all proposals}}{\text{evaluation cost amount being evaluated}}$		$\times 20$ (maximum section score)	= <b>SCORE:</b>
State Use – Solicitation Coordinator Signature, Printed Name & Date:			

**REFERENCE QUESTIONNAIRE**

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

The Respondent will be solely responsible for obtaining completed reference questionnaires as required (refer to RFP Attachment 6.2., Technical Response & Evaluation Guide, Section B, Item B.18.).

**RFP # 30901-53423 REFERENCE QUESTIONNAIRE**

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

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

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

- (1) complete this questionnaire (either using the form provided or an exact duplicate of this document);
- (2) sign and date the completed questionnaire. An electronic signature is acceptable; and
- (3) email the completed questionnaire to Dawn Rochelle whose e-mail address is dawn.rochelle@tn.gov.

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

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

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

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

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

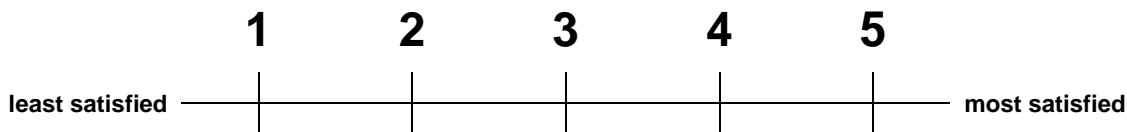
*Please respond by circling the appropriate number on the scale below.*

	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	
least satisfied						most satisfied

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

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

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

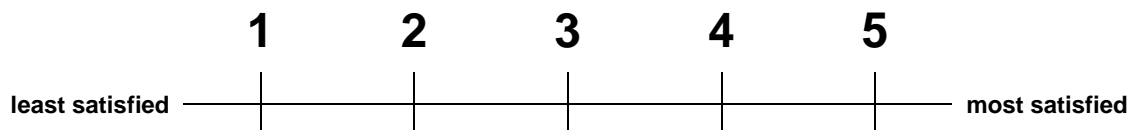


What, if any, comments do you have regarding the score selected above?

## RFP # 30901-53423 REFERENCE QUESTIONNAIRE — PAGE 3

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

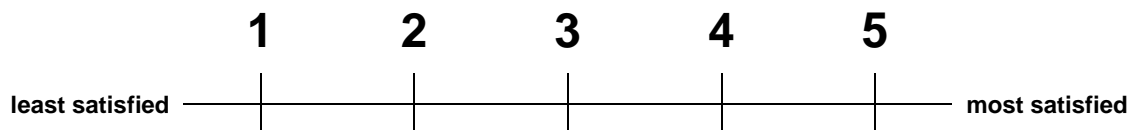
*Please respond by circling the appropriate number on the scale below.*



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

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

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



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

(13) Please identify which of the following services are provided by the reference subject and for how long, for each of the following:

- Unclaimed property software (identify if the system is vendor-hosted and whether it is web-based.)
- Claims portal
- Holder reporting portal
- Claims processing
- Call center
- Document imaging

**REFERENCE SIGNATURE:**

(by the individual completing this request for reference information)

**DATE:**

## RFP ATTACHMENT 6.5.

## SCORE SUMMARY MATRIX

	<i>RESPONDENT NAME</i>		<i>RESPONDENT NAME</i>		<i>RESPONDENT NAME</i>	
<b>GENERAL QUALIFICATIONS &amp; EXPERIENCE</b> (maximum: 25)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	<b>AVERAGE:</b>		<b>AVERAGE:</b>		<b>AVERAGE:</b>	
<b>TECHNICAL QUALIFICATIONS, EXPERIENCE &amp; APPROACH</b> (maximum: 45)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	<b>AVERAGE:</b>		<b>AVERAGE:</b>		<b>AVERAGE:</b>	
<b>ORAL PRESENTATION</b> (maximum: 10)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	<b>AVERAGE:</b>		<b>AVERAGE:</b>		<b>AVERAGE:</b>	
<b>COST PROPOSAL</b> (maximum: 20)	<b>SCORE:</b>		<b>SCORE:</b>		<b>SCORE:</b>	
<b>TOTAL RESPONSE EVALUATION SCORE:</b> (maximum: 100)						
<i>Solicitation Coordinator Signature, Printed Name &amp; Date:</i>						



**RFP # 30901-53423 *PRO FORMA* CONTRACT**

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

**CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF TREASURY  
AND  
[CONTRACTOR NAME]**

This Contract, by and between State of Tennessee, Department of Treasury ("State") and [CONTRACTOR LEGAL ENTITY NAME] ("Contractor"), is for the provision of unclaimed property services, as further defined in the "SCOPE." State and Contractor may be referred to individually as a "Party" or collectively as the "Parties" to this Contract.

The Contractor is [A/AN INDIVIDUAL, FOR-PROFIT CORPORATION, NON-PROFIT CORPORATION, SPECIAL PURPOSE CORPORATION OR ASSOCIATION, PARTNERSHIP, JOINT VENTURE, OR LIMITED LIABILITY COMPANY].

Contractor Place of Incorporation or Organization: [LOCATION]

Contractor Edison Registration ID # [NUMBER]

**A. SCOPE:**

- A.1. The Contractor shall provide all goods or services and deliverables as required, described, and detailed below and shall meet all service and delivery timelines as specified by this Contract.
- A.2. System Requirements for the Unclaimed Property Administration Application, Holder Reporting Application, and Property Search and File Claims Application.
- a. Basic System Requirements. The Contractor shall deliver and provide to the State an Unclaimed Property Administration Application, Holder Reporting Application, and a Property Search and File Claims Application as described in Contract Attachment 1 to this Contract (collectively, the "System"). The System shall be hosted by the Contractor at its own data centers or in the cloud. The Contractor represents that the System, as implemented, shall meet the functional requirements indicated on Contract Attachment 1. The Contractor acknowledges and agrees that no additional or modified software to the base system software will be needed to meet such functional requirements, except as specifically provided in Contract Attachment 1. The System must be available twenty-four (24) hours a day, seven (7) days a week, except for downtime for service or upgrades as mutually agreed between the Parties pursuant to Section A.14 below.
  - b. Enterprise Content Management. If requested by the State, the Contractor shall provide enterprise content management, capable of storing and accessing images, as part of the System in accordance with Contract Attachment 1.A. The Contractor shall index all documents stored on the System in accordance with processes mutually agreed to by the Parties in accordance with Section A.14.
  - c. Data. Upon request by the State, the Contractor shall provide to, or otherwise make available for download by, the State a complete backup of all State data (including images) held by the Contractor, in the format or medium required by the State in its reasonable discretion. The Contractor agrees that all records contained in the System shall be the property of the State. The Contractor agrees that any forms and/or records created for the State, even if such records are based upon templates of the Contractor, shall be property of the State.
  - d. System Environments. The Contractor shall provide three (3) distinct environments with respect to the System; namely, Quality Assurance, User Acceptance Testing and Production. The Quality Assurance environment shall be used by the Contractor for functional testing of the application and data changes. User Acceptance Testing (UAT) environment will be made available to the State for user acceptance testing and shall be used by the Contractor to confirm the installation package and any future application updates, configuration settings

and database scripts, can be successfully implemented before running in a production environment.

### A.3. Project Implementation/Conversion.

- a. The Contractor is responsible for the implementation/conversion process to deliver basic system requirements as outlined in Section A.2.a. and Section A.2.b. of this Contract. All services hereunder shall be transitioned to and implemented by the Contractor as soon as administratively possible, but by no later than September 15, 2023. The Contractor understands and agrees that the Contractor shall not begin receiving any payments under this Contract until the System is implemented. For purposes of this Contract, "implemented" means that the System is placed into production and meets the functional requirements identified in Contract Attachment 1 and documents and data have been migrated in accordance with Section A.3.e. hereof. The fees described in Section C.3. shall be payable beginning the month the State acknowledges in writing to the Contractor that implementation is complete and authorizes the Contractor to begin performing the services contemplated under this Contract.
- b. The Contractor shall provide a project implementation document to the State no later than thirty (30) days after the Effective Date of this Contract. The Contractor shall maintain the plan and ensure that it is updated weekly and provided to the State.
- c. The project implementation plan shall comprehensively detail all aspects of implementation, which includes all tasks with deliverable dates necessary to satisfactorily migrate the current data and documents and implement all components of the System.
- d. During the implementation period, the Contractor shall provide sufficient staff who are knowledgeable and experienced in determining and obtaining the appropriate and adequate Contractor resources as needed to address the various issues and matters arising during this period, and who will remain available to the State in such capacity until the conversion is complete and daily operations stabilize.
- e. If requested by the State, the Contractor shall facilitate the migration of the State's unclaimed property electronic content (i.e., images and indexes) existing as of the Effective Date of this Contract, in accordance with the process mutually agreed between the Parties. The System will not be considered fully implemented until this migration is substantially complete, as determined in writing by the State.
- f. User Acceptance Testing (UAT) will begin upon completion of the software configuration as required and user training according to the work plan agreed between the Parties. UAT will verify System functionality against predefined acceptance criteria agreed to in writing by the parties. Testing will end upon issuance of a letter of UAT Acceptance by the State to the Contractor. The Contractor's project manager shall certify in writing to the State that the Contractor's own staff has successfully executed all prerequisite Contractor testing and shall report the actual testing results to the State prior to the start of any testing executed by State staff. UAT shall be performed in a copy of the production environment and can serve as a performance and stress test of the System. The Contractor shall provide test scripts and assist as needed in the State's UAT activities.
- g. Prior to migrating the System from the User Acceptance Testing (UAT) environment to the Production environment during the implementation, the System shall have a Penetration Test performed to verify secure coding and configuration practices were implemented to keep the State's data in the Contractor's systems safe from intentional or non-intentional attacks.
- h. Except as provided in this Section A.3.h. below, if the Contractor does not deliver basic system requirements as outlined in Section A.2.a. and Section A.2.b. by the delivery date provided on the project implementation plan described in Section A.3., the cost for the Project Implementation/Conversion services described in Section C shall be reduced by five percent (5%) for each seven (7) calendar day period that the delivery is delayed. In addition to such

reduction and except as provided in this Section A.3.h., the Contractor shall further forfeit its first quarter fees for the Unclaimed Property Administration Application, Holder Reporting Application, and a Property Search and File Claims Application described in Section C should the Project Implementation/Conversion services are not completed by October 13, 2023.

Notwithstanding the preceding paragraph, if the delay (i) is the result of the State's failure to furnish the Contractor with reasonable access to information or staff as shall be necessary to meet the applicable dates specified in this Section, or (ii) is the result of changes requested by the State, then the Contractor's time in which to perform shall be extended an equal number of days corresponding to the delay. The Contractor shall not be entitled to any extension unless the Contractor promptly informed the State in writing of the specific delay which prevented performance so that the State could act on such.

A.4. System Support and Maintenance; Problem Resolution; Consulting Services; and Training.

- a. The Contractor shall provide support and maintenance for the System that shall commence with the implementation of the System as outlined in Section A.3. The Contractor shall maintain the System at or above the "Operative" level (i.e., functions in accordance with the documentation and technical specifications for the System as set forth in Contract Attachment 1. The Contractor shall provide to the State a Support and Maintenance Plan prior to implementation of the System. The State will review and approve the Support and Maintenance Plan prior to implementation of the System. At a minimum, the plan shall provide details for the following responsibilities of the Contractor:
- (1) Hosting of the System, maintaining operating systems, maintaining all software components of the solution, file transfers and processing, system performance, system availability, availability of support, and disaster recovery services.
  - (2) Incorporating any improvements, enhancements and new releases of the System developed by the Contractor that are generally made available to other licensees of the System along with the explanatory reference documentation. Such modifications shall not degrade current performance levels and in all respects shall be compatible with then-existing State business uses for the System. Documentation of the existing System shall be changed as necessary for purposes of removing errors, providing consistency of interpretation and/or documenting improvements. All such improvements, enhancements and new releases shall be considered part of the System.
  - (3) Providing to the State updates to any portions of the System released at no cost to the Contractor by other software suppliers. Such updates shall be tested by the Contractor prior to furnishing the updates to the State.
  - (4) Providing contact information for real-time System support, available from 8:00am CST to 5:00pm CST and access to the Contractor's online support documentation via the Contractor's website.
  - (5) Diagnosing, verifying, and correcting errors, malfunctions, and defects in the System. At the State's request, the Contractor shall correct any System error or malfunction caused by the State or by the act or event beyond the control of the Contractor and, upon correction of the error or malfunction, the State shall pay the Contractor for such services in accordance with the change order procedures prescribed in Section A.7. of this Contract below.
  - (6) Providing to the State registration to electronic meetings hosted by the Contractor for the purpose of providing training and information sharing.
  - (7) Providing to the State a process for issue reporting and resolution including access for a minimum of two State users to an issue resolution portal or website. The

Contractor shall provide levels of severity for issues and service level agreement for resolutions based upon level of severity.

(8) Providing five (5) days per year of training services to the State relative to the operation and use of the System. The training shall occur on such dates and at such times as shall be mutually agreed to by the Parties. The training shall be provided at the State's facilities in Nashville, Tennessee, or, at the State's option, via web-based. If the training is conducted at the State's facilities, the State shall provide office space for use by State and Contractor personnel. The State's commitment to provide office space applies only to the Contractor staff required to carry out the training services. On an annual basis, the Contractor shall provide to the State two (2) user registrations to personally attend user training conferences as may be hosted by the Contractor.

b. The State shall designate from time to time one person who shall be responsible for coordinating requests for services under this Contract. At the State's discretion, the State may designate two (2) additional persons who may coordinate requests for services hereunder. When appropriate, the Contractor shall work with other State personnel to explain the System and solve problems.

A.5. User Licenses; Identification Authentication Services.

a. User Licenses. The Contractor shall provide the State with unlimited user licenses for the System at no additional charge to the State. Each license is non-exclusive, limited, and non-sublicensable.

b. Identification Authentication Services. In accordance with the process and terms contained in Contract Attachment 1, the Contractor shall utilize the Contractor's third-party identification authentication services to automate and fast track paperless claims while minimizing unauthorized claims. Identification authentication results shall be stored within the System for review by the State, in accordance with terms outlined in Contract Attachment 1. The State and the Contractor shall develop mutually agreeable procedures for the use of these services as provided in Section A.14. It shall be the Contractor's responsibility to obtain and pay for the requisite licenses to use the 3<sup>rd</sup> Party Database.

A.6. Correction of Deficiencies. Any corrections of deficiencies relating to the Contract Scope of Services requirements or deliverables and any investigation necessary to determine the source of such deficiencies shall be completed by the Contractor at no cost to the State.

A.7. Change Orders.

a. Scope. The State may, at its sole discretion and with written notice to the Contractor, request changes to the System or Website without a formal amendment to this Contract. Such changes may include changes as are required in order to conform to State or federal regulations, rules, statutes and court interpretations thereof involving unclaimed property and accounting, or such changes as are necessary due to State personnel changes (e.g., new State Treasurer or Unclaimed Property Director name on claim forms and correspondence). Other changes might involve System or Website customization for State specific tasks, development of custom System or Website reports, modifying System or Website functions and workflow, changing claims payment formats, and correcting and troubleshooting NAUPA files. All such changes and enhancements, once made, shall be considered part of the System or Website, as applicable, thereby entitling the State to the maintenance and support services described in Sections A.4 above with respect to such changes and enhancements.

It is expressly understood and agreed that regular System updates and changes, and routine enhancements of the System and Services, will not require a change order, and the cost of which is included in the base fees set forth in Section C.b.

- b. Change Order Creation. After receipt of a written request for additional services from the State, the Contractor shall respond to the State, within a maximum of ten (10) business days, with a written proposal for completing the service. The Contractor's 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) and delivery date;
  - (4) the maximum number of person hours required for the change(s); and.
  - (5) the maximum cost for the change(s)— this maximum cost shall in no instance exceed the product of the person hours required multiplied by the appropriate payment rate proposed for such work.

The Change Order may include a flat fee for the proposed work. This flat fee shall in no instance exceed the product of the estimated person hours required multiplied by the appropriate payment rate proposed for such work. In the event the Parties agree to a flat fee for the work, the Contractor shall not be paid the hourly rate set forth in this Contract and instead the flat fee shall constitute payment in full for the work. The Contractor shall not perform any additional service until the State has approved the proposal. If approved, the State will sign the proposal, and it shall constitute a Change Order between the Parties pertaining to the specified change(s) and shall be incorporated, hereby, as a part of this Contract.

- c. Change Order Performance. Subsequent to creation of a Change Order, the Contractor shall complete the required services in a test environment, perform all applicable testing, provide test results to the State as requested.
- d. Change Order Acceptance. The State will determine if UAT testing is desired, execute all UAT testing if applicable and be the sole judge of the acceptable completion of work, and, upon such determination, shall provide the Contractor written approval. Said acceptance, testing if applicable and approval shall not be unreasonably withheld or delayed.
- e. Change Order Remuneration. The State will remunerate the Contractor only for acceptable work. All acceptable work performed pursuant to an approved Change Order, without a formal amendment of this Contract, shall be remunerated in accordance with and further limited by Contract Section C.3.c. In no instance shall the State be liable to the Contractor for any amount exceeding the maximum cost specified by the Change Order authorizing the services. Upon State approval of the work, the Contractor shall invoice the State in accordance with the relevant provisions of this Contract. If the Contractor does not deliver the solution by the delivery date on the Change Order and the delay (i) is not the result of the State's failure to provide the Contractor with reasonable access to information or staff as shall be necessary to provide the solution or (ii) is not the result of changes to the Change Order requested by the State, the cost indicated on the Change Order will be reduced by fifteen percent (15%) for each seven (7) calendar day period that the delivery is delayed. To prevent such reduction, the Contractor shall promptly inform the State in writing of the specific delay which is preventing performance so that the State can act on such. The Contractor's time in which to provide the solution shall be extended an equal number of days corresponding to the delay. However, the Contractor shall not be entitled to the extension unless the Contractor informed the State in writing of the specific delay as provided in this section.

A.8. Unclaimed Property Claims Processing.

- a. In General. The Contractor shall review and process all unclaimed property claims, assigned by the State to the Contractor hereunder and in accordance with guidelines and

procedures (“Claims Processing Procedures”) as shall be mutually agreed to in writing by the Parties, and which may be modified from time to time by the Parties. The Claims Processing Procedures shall contain the various parameters to determine which type of claims are capable of being handled through automation and, therefore, considered Fast-Track claims.

- b. Claim and Property Data. The Contractor shall utilize the System and (as determined by the State) either the State’s imaging system (Perceptive Content) or the Contractor’s Enterprise Content Management System, to view claim-related documents. All documents will be imaged by the State and uploaded into the applicable document management system for the Contractor to view. All work of the Contractor shall be documented in the System. If the State requires use of the State’s imaging system, the State will establish a secure Business to Business VPN tunnel with the Contractor per the requirements in Contract Attachment 1.
  - c. Claim Processing.
    - (1) Claims shall be assigned by the State to the Contractor. Unless otherwise agreed to in writing by the State, the Contractor shall process all claims in the order in which they are received so that the oldest claims are processed first. The Contractor shall use the process described in the Claims Processing Procedures, which shall be mutually agreed upon by the Parties to manage and track all the claims that have been assigned by the Contractor to its various claims processors. All claims assigned to the Contractor hereunder shall be processed by the Contractor within the time frame described in Section A.10.a.(1) below. Any forms or letters to be sent shall be mutually agreed to by the Parties.
    - (2) In accordance with the Claims Processing Procedures, the Contractor shall direct its claims processors to access Lexis Nexis - Accurint (or such other third-party database as approved by the State in writing), hereinafter referred to as the “3<sup>rd</sup> Party Database”, in order to verify the claimant information and ensure that the claim is being paid to the correct individual. It shall be the Contractor’s responsibility to obtain and pay for the requisite licenses to use the 3<sup>rd</sup> Party Database.
  - d. Erroneous Payments. Payments made by the State to the wrong person shall be the responsibility of the Contractor if, based on the information provided in the System, Perceptive Content or the Contractor’s Enterprise Content Management System and the information obtained from the 3<sup>rd</sup> Party Database, the Contractor approved the claim of a person who is not entitled to the payment. The Contractor shall repay the State the amount of any such erroneous payment within thirty (30) calendar days of the earlier of its discovery by the Contractor or notification by the State to the Contractor.
  - e. Errors in Claims Processing. The Contractor acknowledges and agrees that it is critical that the Contractor accurately process all claims. In order to ensure accuracy is maintained, the State, at its sole discretion, may pull a sample of claims each billable period. If in any given month, more than five percent (5%) of the claims which the Contractor approves or denies contain errors, the State may reduce the number of claims assigned to that particular claims processor or to the Contractor in total. Examples of the type errors covered by this Section include, but are not limited to, incorrect claimant information or mailing address entered into the System by the Contractor, paying incorrect owner, or incomplete claim because not all properties owed to the claimant were included and processed with the claim.
- A.9. Call Center Services. The Contractor shall perform the following call center services hereunder and in accordance with guidelines and procedures as shall be mutually agreed to in writing by the Parties. The call center shall be based in the southeastern United States.
- a. Acquisition and Maintenance of Toll Free Telephone Call Center. The Contractor shall utilize the State’s existing toll-free telephone number that is dedicated to the State for the

purpose of answering on behalf of the State all incoming initial unclaimed property claimant inquiries. The call center shall be staffed by the Contractor with personnel who are trained to answer initial claimant inquiries. The Contractor shall transfer said number to the State at no cost to the State such that the State or its designee can maintain the same number for continuous, uninterrupted use after the termination of this Contract. The call center shall be operable each day except Saturdays, Sundays and legal holidays as defined in Tennessee Code Annotated, Section 15-1-101, as amended, during the hours of 7:00 A.M. to 4:30 P.M. Central Time.

- b. Call Scripts. The Contractor shall develop for the State's approval the scripts to be used for answering each type of call. The scripts shall also provide guidance on when a call is to be transferred to a Contractor supervisor or to the State. The Contractor acknowledges and understands that the types of initial claimant inquiries may include, but are not limited to, (i) whether the State is holding unclaimed property for the claimant, (ii) what is the value of the unclaimed property the State is holding for the claimant, (iii) what is the status of the claimant's claim, (iv) when should the claimant receive the property, and (v) such other inquiries as may be contained in the State-approved scripts.
- c. Answering Calls. The Contractor's personnel assigned to answer initial claimant call inquiries shall access the System and (as determined by the State) either the State's imaging system or the Contractor's Enterprise Content Management System in order to provide accurate information that the caller is seeking, if appropriate. If the Contractor cannot satisfactorily answer the claimant's question, the call shall be transferred to a supervisor with the Contractor. If the Contractor's supervisor cannot satisfactorily answer the claimant's question, the Contractor shall follow the agreed upon procedures on how to escalate the issue to the State. The Contractor's personnel shall record in the System a summary of each call so that there is a permanent record of the conversation which can be used by a claims processor or if the claimant calls at a different time. All claim calls received through the call center shall be answered by the Contractor's personnel within the time frame described in Section A.10.a.(2) below. The Parties shall establish written procedures as provided for in this Section that the Contractor's personnel must adhere to in telephone communications with claimants and callers, including, but not limited to, sharing and confirming information to a caller.
- d. Making Calls. When the Contractor's personnel processes claims under this Contract and the Contractor is unable to approve the claim and requests more information, the Contractor's personnel shall make a call to the claimant to explain the circumstances of the claim to the claimant. If the claimant does not answer the call, the Contractor shall leave a voice message, if possible, letting the claimant know the Contractor is calling regarding the claimant's claim and provide a method of contact back. The Contractor shall note such calls in the System.
- e. Recording of Calls. All calls received and made shall be recorded by the Contractor and made available upon request to the State for at least six (6) months from the date of the call. The date and general time of the call shall be preserved as a part of the recording. The Contractor shall ensure that the recordings can be accessed by the claimant's phone number, unless the number is blocked. The Parties shall mutually develop written procedures on the manner by which recordings can be accessed for phone numbers that are blocked.
- f. Customer Care and Sample Call Reviews. To ensure that call center personnel are managing calls appropriately, providing accurate responses, being polite, using the required script and providing a positive overall experience to the caller, the Contractor shall pull and listen to an agreed upon number of sample calls received and made each billable period. The Contractor's management shall score the call based upon agreed criteria and shall discuss any deficiencies noted with the appropriate personnel who answered and otherwise handled the call. The Contractor shall provide the State with the score results from the previous month. The results shall be submitted at the same time the Contractor submits its invoice for services rendered during that previous month. If in



any given month, more than five percent (5%) of the calls are not being managed appropriately, the State may reduce the number of calls that may be answered by that particular call center operator or to the Contractor in total. At the State's request and in the State's reasonably requested timeframe, the Contractor shall provide call recordings to the State. Such request may include, but need not be limited to, specific calls, calls within a certain timeframe or a general sample.

- g. Call Management Report. The Contractor shall provide to the State a call management report with each invoice it submits to the State under Section C.5 below. The report shall contain summary and detailed information for each call received and made during the previous billable period. The report shall include the types of information described in the written procedures mutually agreed to by the Parties, and such other information that is agreed to in writing by the Parties.
- A.10. Performance Standards Guarantee. The Contractor agrees the following performance standards shall be met or exceeded and that if such standards are not met, the Contractor's compensation shall be reduced as described in Section A.10.b.:
- a. Standards.
- (1) Each claim assigned to the Contractor under Section A.8.c. above shall be processed (either Approved, Request More Information, Denied or Returned to the State) within fourteen (14) calendar days of being assigned to the Contractor. If the Contractor requests additional information from the claimant, the Contractor shall have an additional fourteen (14) calendar days from the date the information is received to either approve the claim, request more information, deny the claim or return the claim to the State. A claim may be returned to the State due to unique circumstances. Those circumstances shall be set forth in the Claims Processing Procedures.
  - (2) Each call made to the call center as provided in Section A.9.c. above shall be answered by the Contractor's personnel within sixty (60) seconds.
  - (3) Each call made to the claimant under Section A.9. above shall be made the next business day or sooner, or within twenty-four (24) hours of the status code being added, whichever is earlier, weekends and holidays excepted.
- b. Guarantee.
- (1) If the Contractor does not meet or exceed the performance standard in Section A.10.a.(1) above for a given claim, the amount of compensation payable to the Contractor for such claim shall be reduced by ten percent (10%) for each day the standard was not met.
  - (2) If the Contractor does not meet or exceed the performance standard in Section A.10.a.(2) above for a given call received that is not abandoned (as defined below), the amount of compensation payable to the Contractor for such call shall be reduced by ten percent (10%) for each thirty (30) seconds the standard is not met. For each call that is abandoned after sixty (60) seconds, the amount of compensation payable to the Contractor for the month in which the call was abandoned shall be reduced by ten (10) times the per call minute rate in Section C.3.b below. For purposes of this paragraph, an abandoned call is a call in which the call originator abandons, disconnects, or cancels the call after a connection has been made, but before any conversation occurs between the Contractor's personnel and the caller.
  - (3) If the Contractor does not meet or exceed the performance standard in Section A.10.a.(3) above for a given call made, the amount of compensation payable to the Contractor for such call shall be reduced by ten percent (10%) for each sixty (60) minutes the standard is not met. In order to determine if the standard in Section A.10.a.(3) was met, the Contractor shall pull an agreeable sample number of calls made and verify the time the call was made compared to when the status code was added.

- c. Waiver of Reduction. Any amount to be reduced hereunder may be waived by the State upon presentation of adequate documentation from the Contractor indicating the standard was not met because of a unique problem or situation. Such documentation must be submitted to the State with the invoice in which the reduction will be made.
- A.11. No Limit of Liability. Except as otherwise provided in Section D.18 below, the provisions of Sections A.3.h., A.7.e., A.8.e., A.9.f., and A.10. shall not be construed to limit the liability of the Contractor for damages sustained by the State by virtue of any breach of this Contract by the Contractor nor shall such obligations be construed to limit any other remedies available to the State in equity, at law or otherwise. The Contractor's compliance with A.3.h., A.7.e., A.8.e., A.9.f., and A.10. shall not be interpreted to relieve the Contractor from properly performing its obligations under this Contract.
- A.12. Contractor Personnel.
- a. Personnel Assignment. In performing the services as set forth in this Contract, the Contractor shall assign such qualified personnel as needed to perform the services required under this Contract, and to meet the performance standards described in Section A.10. above.
- b. Reassignment or Removal of Personnel. During the term of this Contract, the State reserves the right to require the Contractor to reassign or otherwise remove from performance of this Contract any personnel found unacceptable to the State.
- A.13. Claim and Phone Procedures Review; On-Site Visits.
- a. Claim and Phone Procedures Review. On a quarterly basis, the Parties shall review all claims processing and, if applicable, phone procedures, and modify the procedures if necessary. The State will train the Contractor's management on the procedures. The review and training shall take place at a time mutually agreed to by the Parties and shall be held at the State's facilities in Nashville, Tennessee, or, via telephone or web conference.
- b. On-Site Visits. The Contractor shall provide to the State, at the State's request, on-site tours of the Contractor's operational headquarters or other offices where the services under this Contract are performed. The State will be responsible for its own travel, meals, and lodging costs.
- A.14. Memorandum of Understanding. A Memorandum of Understanding (MOU) signed by the State and the Contractor may be used to document items in the scope of services that are to be mutually agreed upon between the State and the Contractor or to make changes or define services that are necessary but were inadvertently unspecified in the scope of services of the Contract, provided that the MOU does not affect the Contractor's compensation rates set forth in Section C.3. below.
- A.15. Gifts and Solicitations Policy. The Contractor shall not offer to give, or give, any gift to any employee of the State or to any member of a Board, Commission or Committee administratively attached to the State that would violate the State's Gifts and Solicitations Policy included as Contract Attachment 2 to this Contract.
- A.16. Non-Solicitation. During the term of this Contract and for a period of twelve (12) months after the date that Contractor last provides services to the State under this Contract, neither party shall knowingly and directly solicit for employment or as an independent contractor any person employed by the other, if such person was directly involved in the performance of this Contract, without the express consent of the other party. This provision shall not apply to any individual whose employment has been terminated for a period of three (3) months or longer before any such solicitation occurs or to any offers of employment initiated by either party prior to the execution of this Contract.

- A.17. Exclusive Use of Data. Except in accordance with this Contract, the Contractor shall not make any use of the unclaimed property claim and property data provided to it hereunder, including, but not limited to, soliciting unclaimed property account owners concerning the Contractor or its subsidiaries and affiliates or the products or services thereof. In addition, and except as expressly allowed in this Contract, the Contractor shall not disclose any information it may obtain hereunder and all such information is acknowledged to be held confidentially for the State. The Contractor shall be responsible for ensuring that any party that assists the Contractor in the performance of this Contract complies with the provisions of this Section. It is expressly understood and agreed that the obligations set forth in this section shall survive the termination of this Contract.
- A.18. Cyber Incidents or Breaches. The Contractor shall immediately provide to the State all information and reports relative to cyber incidents or breaches that could negatively impact Participants or other State data, or that could negatively impact the services provided under this Contract. This includes information and reports in the possession of any subcontractor or cyber security firm acting on behalf of the Contractor for the purpose of detecting corruption, fraud, compliance, operational efficiencies, disaster recovery plan, business continuity plan or cyber response plans.
- A.19. Transfer of Contractor's Obligations.
- a. The Contractor shall immediately notify the State in writing of a proposed merger, acquisition or sale of its business operation, or the part of its business operation that provides services under this Contract, or that this Contract will be sold to or assumed by another entity. The entity that is proposed to assume the Contractor's duties under this Contract, whether through merger, acquisition, sale or other transaction, will be hereinafter described as the "New Entity."
  - b. The Contractor (or, if the Contractor no longer exists as a legal entity, the New Entity) will provide to the State within a reasonable time, information that the State may require about the merger, acquisition or sale, which may include, but not be limited to, the following:
    - i. the date and terms of the merger, acquisition or sale, including specifically, but not limited to, adequate documentation of the financial solvency and adequate capitalization of the proposed New Entity;
    - ii. a complete description of the relationship of any New Entity to any parent company or subsidiary or division resulting from the merger, acquisition or sale of the original Contractor's business or the part of the original Contractor's business that provides services under this Contract or from assumption by, or sale to, another entity of the contract itself, including, but not limited to:
      - (1) the names and positions of corporate or company officers, project managers, other Contractor management staff with responsibilities under the Contract, and numbers and the type of technical or other personnel who will be responsible for fulfilling the obligations of the Contract, and any subcontracts that will be used to provide any personal or other services under the Contract by the New Entity and,
      - (2) an organizational chart clearly describing the organizational structure of the New Entity, parent company, subsidiary, division or other unit of the entity or parent company with which it has merged or by which it, or the Contract, has been acquired; and
    - iii. such additional evidence of financial solvency, adequate capitalization and information regarding corporate organizational and personnel assigned to the Contract as the State determines is necessary to evaluate the status of the proposed or consummated merger, acquisition or sale.

- c. The original Contractor shall immediately notify the State in writing in the event of a change in its legal name and/or Federal Employer Identification Number (FEIN). The Contractor shall comply with State requests for copies of any documents that have been filed with state corporate records officials or other officials in the state of its incorporation that verify the name change and a narrative description of the reasons for the name change. If a New Entity has succeeded to the interest of the original Contractor, it shall immediately provide the State written notification of its Federal Employer Identification Number (FEIN), its complete corporate name, State of incorporation, and other documentation required to effectuate the transfer.
- d. Notwithstanding any other provisions of this Contract to the contrary, the State may immediately terminate this Contract in whole or in stages in the event that it determines that the New Entity
  - i. has been debarred from State or Federal contracting in the past five years; or
  - ii. has had a contract terminated for cause by the State of Tennessee within the past five years.

The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor or New Entity for compensation for any service which has not been rendered. Upon such termination, the Contractor or New Entity shall have no right to any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- e. The New Entity shall provide to the State within ten (10) business days of the State's request, a notarized statement signed by an individual authorized to bind the New Entity certifying that all liabilities and obligations incurred by the former Contractor are assumed by the New Entity.
  - f. If the New Entity owes money to the State of Tennessee, it acknowledges that Tenn. Code Ann. § 9-4-604 requires repayment of these funds and will enter into a legally binding agreement for repayment.
  - g. The Contractor shall not be required to disclose to the State any material nonpublic information until such information becomes public unless the information is expressly required under this Section.
- A.20. Transition of Services Upon Termination. Upon the natural expiration of this Contract or in the event of its termination for any reason, the Contractor shall transfer in accordance with the State's instructions all records and other property of the State held by the Contractor hereunder to whomever the State may designate in writing to the Contractor, at no additional cost to the State. The records shall be transferred in a format and media designated by the State and agreed to by the Contractor, provided that such agreement shall not be unreasonably withheld. The Contractor agrees to cooperate with the State, and any subsequent contractor selected by the State to perform the services hereunder, to facilitate the orderly migration and transfer of responsibilities for such services. The Contractor shall remain liable to the State under this Contract for any acts or omissions occurring on or prior to the date on which all records of the State and all services hereunder have been successfully transferred or converted in accordance with this paragraph.
- A.21. Warranty. Contractor represents and warrants that the term of the warranty ("Warranty Period") shall be the greater of the Term of this Contract or any other warranty generally offered by Contractor, its suppliers, or manufacturers to customers of its goods or services. The goods or services provided under this Contract shall conform to the terms and conditions of this Contract throughout the Warranty Period. Any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a "Defect" and shall be considered "Defective." If

Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect, at no additional charge.

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

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

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

- A.22. Inspection and Acceptance. The State shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, the State determines that the goods or services are Defective, the State shall notify Contractor, and Contractor shall re-deliver the goods or provide the services at no additional cost to the State. If after a period of thirty (30) days following delivery of goods or performance of services the State does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the State.

**B. TERM OF CONTRACT:**

- B.1. Term. This Contract shall be effective on April 3, 2023 ("Effective Date") and extend for a period of sixty (60) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.
- B.2. Renewal Options. This Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute a renewal option under the same terms and conditions for a period not to exceed sixty (60) months, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of one hundred twenty (120) months.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Written Dollar Amount (\$Number) ("Maximum Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.
- C.2. Compensation Firm. The payment methodology in Section C.3. of this Contract shall constitute the entire compensation due the Contractor for all goods or services provided under this Contract regardless of the difficulty, materials or equipment required. The payment methodology includes all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Contractor.
- C.3. Payment Methodology. The Contractor shall be compensated based on the payment methodology for goods or services authorized by the State in a total amount as set forth in Section C.1.
- a. The Contractor's compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.

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

- (1) For services performed from April 3, 2023, through April 2, 2024, the following rates shall apply:

<b>Service Description</b>	<b>Amount</b> (per compensable increment)
Project Implementation/Conversion as described in Section A.3.	\$ _____ one-time charge
Unclaimed Property Administration Application as described in Section A.2., the associated Support and Maintenance; Problem Resolution; Consulting Services; and Training as described in Section A.4 and the associated User Licenses; Identification Authentication Services described in Section A.5	\$ _____ per quarter (prorated as applicable)
Holder Reporting Application as described in Section A.2., the associated Support and Maintenance; Problem Resolution; Consulting Services; and Training as described in Section A.4 and the associated User Licenses; Identification Authentication Services described in Section A.5	\$ _____ per quarter (prorated as applicable)
Property Search & File Claims Application as described in Section A.2., the associated Support and Maintenance; Problem Resolution; Consulting Services; and Training as described in Section A.4 and the associated User Licenses; Identification Authentication Services described in Section A.5	\$ _____ per quarter (prorated as applicable)
If requested by the State, Enterprise Content Management System as described in Section A.2, the associated Support and Maintenance; Problem Resolution; Consulting Services; and Training as described in Section A.4 and the associated User Licenses; Identification Authentication Services described in Section A.5	\$ _____ per quarter (prorated as applicable)
Storage of documents for Enterprise Content Management System in excess of one (1) terabyte as provided in Section A.2.b.	\$ _____ per month per terabyte
Unclaimed Property Claims Processing for Non-Fast-Track Claims as described in Section A.8. <b>Note:</b> For payment purposes, "processed" means that a claim has been approved, denied, returned to the State or is in such other status as may be set forth in the Claims Processing Procedures.	\$ _____ per claim processed
Unclaimed Property Claims Processing for Fast-Track claims as described in Section A.8. where level one validation (as defined in Contract Attachment 1) is used. <b>Note:</b> For payment purposes, "processed" means that a claim has been approved, denied, returned to the State or is in such other status as may be set forth in the Claims Processing Procedures.	\$ _____ per claim processed \$ _____ per property included within each individual claim processed
Unclaimed Property Claims Processing for Fast-Track claims as described in Section A.8. where level two validation (as defined in Contract Attachment 1) is used. <b>Note:</b> For payment purposes, "processed" means that a claim has been approved, denied, returned to the State or is in such other status as may be set forth in the Claims Processing Procedures.	\$ _____ per claim processed

Answering or Making Calls as described in Section A.9	\$ _____ per minute per call
---	------------------------------

- (2) For services performed from April 3, 2024 through April 2, 2025, the Contractor shall be compensated based upon the payment rates in Section C.3.b.(1) above but adjusted by the percentage increase, if any, between the Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, All Items expenditure category, not seasonally adjusted, index base period: 1982-84=100) published by the United States Department of Labor, Bureau of Labor Statistics in March 2024 and that figure published in the same month, 12-months prior, up to a maximum of three percent (3%).
- (3) For services performed from April 3, 2025, through April 2, 2026, the Contractor shall be compensated based upon the payment rates in Section C.3.b.(2) above but adjusted by the percentage increase, if any, between the Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, All Items expenditure category, not seasonally adjusted, index base period: 1982-84=100) published by the United States Department of Labor, Bureau of Labor Statistics in March 2025 and that figure published in the same month, 12-months prior, up to a maximum of three percent (3%).
- (4) For services performed from April 3, 2026, through April 2, 2027, the Contractor shall be compensated based upon the payment rates in Section C.3.b.(3) above but adjusted by the percentage increase, if any, between the Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, All Items expenditure category, not seasonally adjusted, index base period: 1982-84=100) published by the United States Department of Labor, Bureau of Labor Statistics in March 2026 and that figure published in the same month, 12-months prior, up to a maximum of three percent (3%).
- (5) For services performed from April 3, 2027, through April 2, 2028, the Contractor shall be compensated based upon the payment rates in Section C.3.b.(4) above but adjusted by the percentage increase, if any, between the Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, All Items expenditure category, not seasonally adjusted, index base period: 1982-84=100) published by the United States Department of Labor, Bureau of Labor Statistics in March 2027 and that figure published in the same month, 12-months prior, up to a maximum of three percent (3%).
- (6) If the State elects to extend the term of this Contract pursuant to Section B.2., the Contractor shall be compensated for services performed from April 3, 2028 through April 2, 2029 based upon the payment rates in Section C.3.b.(5) above but adjusted by the percentage increase, if any, between the Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, All Items expenditure category, not seasonally adjusted, index base period: 1982-84=100) published by the United States Department of Labor, Bureau of Labor Statistics in March 2028 and that figure published in the same month, 12-months prior, up to a maximum of three percent (3%).
- (7) If the State elects to extend the term of this Contract pursuant to Section B.2., the Contractor shall be compensated for services performed from April 3, 2029 through April 2, 2030 based upon the payment rates in Section C.3.b.(6) above but adjusted by the percentage increase, if any, between the Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, All Items expenditure category, not seasonally adjusted, index base period: 1982-84=100) published by the United States Department of Labor, Bureau of Labor Statistics in March 2029

and that figure published in the same month, 12-months prior, up to a maximum of three percent (3%).

- (8) If the State elects to extend the term of this Contract pursuant to Section B.2., the Contractor shall be compensated for services performed from April 3, 2030 through April 2, 2031 based upon the payment rates in Section C.3.b.(7) above but adjusted by the percentage increase, if any, between the Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, All Items expenditure category, not seasonally adjusted, index base period: 1982-84=100) published by the United States Department of Labor, Bureau of Labor Statistics in March 2030 and that figure published in the same month, 12-months prior, up to a maximum of three percent (3%).
- (9) If the State elects to extend the term of this Contract pursuant to Section B.2., the Contractor shall be compensated for services performed from April 3, 2031 through April 2, 2032 based upon the payment rates in Section C.3.b.(8) above but adjusted by the percentage increase, if any, between the Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, All Items expenditure category, not seasonally adjusted, index base period: 1982-84=100) published by the United States Department of Labor, Bureau of Labor Statistics in March 2031 and that figure published in the same month, 12-months prior, up to a maximum of three percent (3%).
- (10) If the State elects to extend the term of this Contract pursuant to Section B.2., the Contractor shall be compensated for services performed from April 3, 2032 through April 2, 2033 based upon the payment rates in Section C.3.b.(9) above but adjusted by the percentage increase, if any, between the Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, All Items expenditure category, not seasonally adjusted, index base period: 1982-84=100) published by the United States Department of Labor, Bureau of Labor Statistics in March 2032 and that figure published in the same month, 12-months prior, up to a maximum of three percent (3%).

c. The Contractor shall be compensated for changes requested and performed pursuant to Contract Section A.7, without a formal amendment of this Contract based upon the payment rates detailed in the schedule below and as agreed pursuant to Section A.7, PROVIDED THAT compensation to the Contractor for such "change order" work shall not exceed seven percent (7%) of the sum of milestone payment rates detailed in Section C.3.b., above (which is the total cost for the milestones and associated deliverables set forth in Contract Sections A.1 through A.6 and Sections A.8 through A.22). If, at any point during the Term, the State determines that the cost of necessary "change order" work would exceed the maximum amount, the State may amend this Contract to address the need.

- (1) For changes requested and performed from April 3, 2023, through April 2, 2024, the following rate shall apply:

Service Description	Amount (per compensable increment)
Change Orders as described in and subject to the terms and limitations detailed in Section A.7 above	\$ _____ per hour  (OR the flat maximum fee amount proposed by the Contractor in the applicable Change Order, whichever is less)



**NOTE: The Contractor shall not be compensated for travel time to the primary location of service provision.**

- (2) For changes requested and performed from April 3, 2024 through April 2, 2025, the Contractor shall be compensated based upon the payment rate in Section C.3.c.(1) above but adjusted by the percentage increase, if any, between the Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, All Items expenditure category, not seasonally adjusted, index base period: 1982-84=100) published by the United States Department of Labor, Bureau of Labor Statistics in March 2024 and that figure published in the same month, 12-months prior, up to a maximum of three percent (3%).
- (3) For changes requested and performed from April 3, 2025 through April 2, 2026, the Contractor shall be compensated based upon the payment rate in Section C.3.c.(2) above but adjusted by the percentage increase, if any, between the Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, All Items expenditure category, not seasonally adjusted, index base period: 1982-84=100) published by the United States Department of Labor, Bureau of Labor Statistics in March 2025 and that figure published in the same month, 12-months prior, up to a maximum of three percent (3%).
- (4) For changes requested and performed from April 3, 2026 through April 2, 2027, the Contractor shall be compensated based upon the payment rate in Section C.3.c.(3) above but adjusted by the percentage increase, if any, between the Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, All Items expenditure category, not seasonally adjusted, index base period: 1982-84=100) published by the United States Department of Labor, Bureau of Labor Statistics in March 2026 and that figure published in the same month, 12-months prior, up to a maximum of three percent (3%).
- (5) For changes requested and performed from April 3, 2027 through April 2, 2028, the Contractor shall be compensated based upon the payment rate in Section C.3.c.(4) above but adjusted by the percentage increase, if any, between the Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, All Items expenditure category, not seasonally adjusted, index base period: 1982-84=100) published by the United States Department of Labor, Bureau of Labor Statistics in March 2027 and that figure published in the same month, 12-months prior, up to a maximum of three percent (3%).
- (6) If the State elects to extend the term of this Contract pursuant to Section B.2., the Contractor shall be compensated for changes requested and perform from April 3, 2028 through April 2, 2029 based upon the payment rate in Section C.3.c.(5) above but adjusted by the percentage increase, if any, between the Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, All Items expenditure category, not seasonally adjusted, index base period: 1982-84=100) published by the United States Department of Labor, Bureau of Labor Statistics in March 2028 and that figure published in the same month, 12-months prior, up to a maximum of three percent (3%).
- (7) If the State elects to extend the term of this Contract pursuant to Section B.2., the Contractor shall be compensated for changes requested and perform from April 3, 2029 through April 2, 2030, the Contractor shall be compensated based upon the payment rate in Section C.3.c.(6) above but adjusted by the percentage increase, if any, between the Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, All Items expenditure category, not seasonally adjusted, index base period: 1982-84=100) published by the United States Department of Labor, Bureau of Labor Statistics in March 2029 and that figure

published in the same month, 12-months prior, up to a maximum of three percent (3%).

- (8) If the State elects to extend the term of this Contract pursuant to Section B.2., the Contractor shall be compensated for changes requested and perform from April 3, 2030 through April 2, 2031, the Contractor shall be compensated based upon the payment rate in Section C.3.c.(7) above but adjusted by the percentage increase, if any, between the Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, All Items expenditure category, not seasonally adjusted, index base period: 1982-84=100) published by the United States Department of Labor, Bureau of Labor Statistics in March 2030 and that figure published in the same month, 12-months prior, up to a maximum of three percent (3%).
- (9) If the State elects to extend the term of this Contract pursuant to Section B.2., the Contractor shall be compensated for changes requested and perform from April 3, 2031 through April 2, 2032, the Contractor shall be compensated based upon the payment rate in Section C.3.c.(8) above but adjusted by the percentage increase, if any, between the Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, All Items expenditure category, not seasonally adjusted, index base period: 1982-84=100) published by the United States Department of Labor, Bureau of Labor Statistics in March 2031 and that figure published in the same month, 12-months prior, up to a maximum of three percent (3%).
- (10) If the State elects to extend the term of this Contract pursuant to Section B.2., the Contractor shall be compensated for changes requested and perform from April 3, 2032 through April 2, 2033, the Contractor shall be compensated based upon the payment rate in Section C.3.c.(9) above but adjusted by the percentage increase, if any, between the Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, All Items expenditure category, not seasonally adjusted, index base period: 1982-84=100) published by the United States Department of Labor, Bureau of Labor Statistics in March 2032 and that figure published in the same month, 12-months prior, up to a maximum of three percent (3%).

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

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

Division of Administrative Services  
Budget Officer  
14<sup>th</sup> Floor, Andrew Jackson State Office Building  
502 Deaderick Street  
Nashville, Tennessee 37243

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

- (5) Customer account number (assigned by the Contractor to the above-referenced Customer);
- (6) Contractor name;
- (7) Contractor Tennessee Edison registration ID number;
- (8) Contractor contact for invoice questions (name, phone, or email);
- (9) Contractor remittance address;
- (10) Description of delivered goods or services provided and invoiced, including identifying information as applicable;
- (11) Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced;
- (12) Applicable payment methodology (as stipulated in Section C.3.) of each good or service invoiced;
- (13) Amount due for each compensable unit of good or service; and
- (14) Total amount due for the invoice period.

b. Contractor's invoices shall:

- (1) Only include charges for goods delivered or services provided as described in Section A and in accordance with payment terms and conditions set forth in Section C;
- (2) Only be submitted for goods delivered or services completed and shall not include any charge for future goods to be delivered or services to be performed;
- (3) Not include Contractor's taxes, which includes without limitation Contractor's sales and use tax, excise taxes, franchise taxes, real or personal property taxes, or income taxes; and
- (4) Include shipping or delivery charges only as authorized in this Contract.

c. The timeframe for payment (or any discounts) begins only when the State is in receipt of an invoice that meets the minimum requirements of this Section C.5.

C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or other matter. A payment by the State shall not be construed as acceptance of goods delivered, any part of the services provided, or as approval of any amount invoiced.

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

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

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

- a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and
- b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

**D. MANDATORY TERMS AND CONDITIONS:**

D.1. Required Approvals. The State is not bound by this Contract until it is duly approved by the Parties and all appropriate State officials in accordance with applicable Tennessee laws and regulations. Depending upon the specifics of this Contract, this may include approvals by the Commissioner of Finance and Administration, the Commissioner of Human Resources, the Comptroller of the Treasury, and the Chief Procurement Officer. Approvals shall be evidenced by a signature or electronic approval.

D.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective Party at the appropriate mailing address, facsimile number, or email address as stated below or any other address provided in writing by a Party.

The State:

John Gabriel, Director of Unclaimed Property  
 Tennessee Treasury Department  
 15<sup>th</sup> Floor, Andrew Jackson State Office Building  
 502 Deaderick Street  
 Nashville, Tennessee 37243-0203  
[john.gabriel@tn.gov](mailto:john.gabriel@tn.gov)  
 Telephone # (615) 253-5354

The Contractor:

[CONTRACTOR CONTACT NAME & TITLE]  
 [CONTRACTOR NAME]  
 [ADDRESS]  
 [EMAIL ADDRESS]  
 Telephone # [NUMBER]

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

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

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

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

neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.

- D.6. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract ("Breach Condition"), the State shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Contract.
- D.7. Assignment and Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without the prior written approval of the State. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.
- D.8. Conflicts of Interest. The Contractor warrants that no part of the Contractor's compensation shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed under this Contract.

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

- D.9. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal or state law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.10. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Contract Attachment 3, semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.
  - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to

perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.

- c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
  - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.
  - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.
- D.11. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.12. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.13. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.14. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.
- D.15. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one Party are not employees or agents of the other Party.
- D.16. Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless from any costs to the State arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.
- D.17. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise.

The State's total liability under this Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability. This limitation of liability is cumulative and not per incident.

- D.18. Limitation of Contractor's Liability. In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Maximum Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for: (i) intellectual property or any Contractor indemnity obligations for infringement for third-party intellectual property rights; (ii) any claims covered by any specific provision in the Contract providing for liquidated damages; or (iii) any claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death. For clarity, except as otherwise expressly set forth in this Section, Contractor's indemnification obligations and other remedies available under this Contract are subject to the limitations on liability set forth in this Section.
- D.19. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys' fees, court costs, expert witness fees, and other litigation expenses for the State to enforce the terms of this Contract.

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

- D.20. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Contract.
- a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.
  - b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.
  - c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.
  - d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

- D.21. Tennessee Consolidated Retirement System. Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, *et seq.*, the law governing the Tennessee Consolidated Retirement System (“TCRS”), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-35-101, *et seq.*, accepts State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of “employee/employer” and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.
- D.22. Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.
- D.23. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
  - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
  - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
  - d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded, disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.24. Force Majeure. “Force Majeure Event” means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor’s representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception



of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor's performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees for the affected obligations until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.

- D.25. State and Federal Compliance. The Contractor shall comply with all State and federal laws and regulations applicable to Contractor in the Contractor's performance of this Contract.
- D.26. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 408.
- D.27. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.
- D.28. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.
- D.29. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.30. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:
- a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
  - b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below), which includes Contract Attachments 1 – 3;
  - c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
  - d. the State solicitation, as may be amended, requesting responses in competition for this Contract;
  - e. any technical specifications provided to proposers during the procurement process to award this Contract; and
  - f. the Contractor's response seeking this Contract.
- D.31. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Contract. The Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.32. Insurance. Contractor shall maintain insurance coverage as specified in this Section. The State reserves the right to amend or require additional insurance coverage, coverage amounts, and endorsements required under this Contract. Contractor's failure to maintain or submit evidence of insurance coverage, as required, is a material breach of this Contract. If Contractor loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the

Term, Contractor shall immediately notify the State. All insurance companies providing coverage must be: (a) acceptable to the State; (b) authorized by the Tennessee Department of Commerce and Insurance (“TDCI”); and (c) rated A- / VII or better by A.M. Best. All coverage must be on a primary basis and noncontributory with any other insurance or self-insurance carried by the State. Contractor agrees to name the State as an additional insured on any insurance policy with the exception of workers’ compensation (employer liability) and professional liability (errors and omissions) insurance. All policies must contain an endorsement for a waiver of subrogation in favor of the State. Any deductible or self insured retention (“SIR”) over fifty thousand dollars (\$50,000) must be approved by the State. The deductible or SIR and any premiums are the Contractor’s sole responsibility. The Contractor agrees that the insurance requirements specified in this Section do not reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements.

To achieve the required coverage amounts, a combination of an otherwise deficient specific policy and an umbrella policy with an aggregate meeting or exceeding the required coverage amounts is acceptable. For example: If the required policy limit under this Contract is for two million dollars (\$2,000,000) in coverage, acceptable coverage would include a specific policy covering one million dollars (\$1,000,000) combined with an umbrella policy for an additional one million dollars (\$1,000,000). If the deficient underlying policy is for a coverage area without aggregate limits (generally Automobile Liability and Employers’ Liability Accident), Contractor shall provide a copy of the umbrella insurance policy documents to ensure that no aggregate limit applies to the umbrella policy for that coverage area. In the event that an umbrella policy is being provided to achieve any required coverage amounts, the umbrella policy shall be accompanied by an endorsement at least as broad as the Insurance Services Office, Inc. (also known as “ISO”) “Noncontributory—Other Insurance Condition” endorsement or shall be written on a policy form that addresses both the primary and noncontributory basis of the umbrella policy if the State is otherwise named as an additional insured.

Contractor shall provide the State a certificate of insurance (“COI”) evidencing the coverages and amounts specified in this Section. The COI must be on a form approved by the TDCI (standard ACORD form preferred). The COI must list each insurer’s National Association of Insurance Commissioners (NAIC) number and be signed by an authorized representative of the insurer. The COI must list the State of Tennessee – CPO Risk Manager, 312 Rosa L. Parks Ave., 3<sup>rd</sup> floor Central Procurement Office, Nashville, TN 37243 as the certificate holder. Contractor shall provide the COI ten (10) business days prior to the Effective Date and again thirty (30) calendar days before renewal or replacement of coverage. Contractor shall provide the State evidence that all subcontractors maintain the required insurance or that subcontractors are included under the Contractor’s policy. At any time, the State may require Contractor to provide a valid COI. The Parties agree that failure to provide evidence of insurance coverage as required is a material breach of this Contract. If Contractor self-insures, then a COI will not be required to prove coverage. Instead Contractor shall provide a certificate of self-insurance or a letter, on Contractor’s letterhead, detailing its coverage, policy amounts, and proof of funds to reasonably cover such expenses. The State reserves the right to require complete copies of all required insurance policies, including endorsements required by these specifications, at any time.

The State agrees that it shall give written notice to the Contractor as soon as practicable after the State becomes aware of any claim asserted or made against the State, but in no event later than thirty (30) calendar days after the State becomes aware of such claim. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor or its insurer, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

**The insurance obligations under this Contract shall be: (1)—all the insurance coverage and policy limits carried by the Contractor; or (2)—the minimum insurance coverage requirements and policy limits shown in this Contract; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and minimum required policy limits, which are applicable to a given loss, shall be available to the State. No representation is made that the**

**minimum insurance requirements of the Contract are sufficient to cover the obligations of the Contractor arising under this Contract. The Contractor shall obtain and maintain, at a minimum, the following insurance coverages and policy limits.**

a. Commercial General Liability (“CGL”) Insurance

- 1) The Contractor shall maintain CGL, which shall be written on an ISO Form CG 00 01 occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises and operations products and completed operations, bodily injury, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The Contractor shall maintain single limits not less than one million dollars (\$1,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this policy or location of occurrence or the general aggregate limit shall be twice the required occurrence limit.

b. Workers’ Compensation and Employer Liability Insurance

- 1) For Contractors statutorily required to carry workers’ compensation and employer liability insurance, the Contractor shall maintain:
  - i. Workers’ compensation in an amount not less than one million dollars (\$1,000,000) including employer liability of one million dollars (\$1,000,000) per accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit by disease, and one million dollars (\$1,000,000) per employee for bodily injury by disease.
- 2) If the Contractor certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Contractor shall furnish written proof of such exemption for one or more of the following reasons:
  - i. The Contractor employs fewer than five (5) employees;
  - ii. The Contractor is a sole proprietor;
  - iii. The Contractor is in the construction business or trades with no employees;
  - iv. The Contractor is in the coal mining industry with no employees;
  - v. The Contractor is a state or local government; or
  - vi. The Contractor self-insures its workers’ compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

c. Automobile Liability Insurance

- 1) The Contractor shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles).
- 2) The Contractor shall maintain bodily injury/property damage with a limit not less than one million dollars (\$1,000,000) per occurrence or combined single limit.

d. Technology Professional Liability (Errors & Omissions)/Cyber Liability Insurance

- 1) The Contractor shall maintain technology professional liability (errors & omissions)/cyber liability insurance appropriate to the Contractor's profession in an amount not less than ten million dollars (\$10,000,000) per occurrence or claim and ten million dollars (\$10,000,000) annual aggregate, covering all acts, claims, errors, omissions, negligence, infringement of intellectual property (including copyright, patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, information theft, damage to destruction of or alteration of electronic information, breach of privacy perils, wrongful disclosure and release of private information, collection, or other negligence in the handling of confidential information, and including coverage for related regulatory fines, defenses, and penalties.
- 2) Such coverage shall include data breach response expenses, in an amount not less than ten million dollars (\$10,000,000) and payable whether incurred by the State or Contractor, including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services and expenses in the performance of services for the State or on behalf of the State hereunder.

e. Crime Insurance

- 1) The Contractor shall maintain crime insurance, which shall be written on a "loss sustained form" or "loss discovered form" providing coverage for third party fidelity, including cyber theft and extortion. The policy must allow for reporting of circumstances or incidents that may give rise to future claims, include an extended reporting period of no less than two (2) years with respect to events which occurred but were not reported during the term of the policy, and not contain a condition requiring an arrest or conviction.

Any crime insurance policy shall have a limit not less than one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) in the aggregate. Any crime insurance policy shall contain a Social Engineering Fraud Endorsement with a limit of not less than two hundred and fifty thousand dollars (\$250,000). This insurance may be written on a claims-made basis, but in the event that coverage is cancelled or non-renewed, the Contractor shall purchase an extended reporting or "tail coverage" of at least two (2) years after the Term.

- D.33. Major Procurement Contract Sales and Use Tax. Pursuant to Tenn. Code Ann. § 4-39-102 and to the extent applicable, the Contractor and the Contractor's subcontractors shall remit sales and use taxes on the sales of goods or services that are made by the Contractor or the Contractor's subcontractors and that are subject to tax.
- D.34. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Contract.

- D.35. Boycott of Israel. The Contractor certifies that it is not currently engaged in, and covenants that it will not, for the duration of the Contract, engage in a Boycott of Israel, as that term is defined in Public Chapter No. 775.

**E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.
- E.2. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's Response to RFP # 30901-53423 (Attachment 6.2, Section 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 monthly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, service-disabled veterans, and persons with disabilities. Such reports shall be provided to the State of Tennessee Governor's Office of Diversity Business Enterprise in the TN Diversity Software available online at:

<https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9810>.

- E.3. Printing Authorization. The Contractor agrees that no publication coming within the jurisdiction of Tenn. Code Ann. §§ 12-7-101, *et. seq.*, shall be printed pursuant to this Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103 (d).
- E.4. Intellectual Property Indemnity. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State concerning or arising out of any claim of an alleged patent, copyright, trade secret or other intellectual property infringement. In any such claim or action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any settlement or final judgment, and the Contractor shall be responsible for all legal or other fees or expenses incurred by the State arising from any such claim. The State shall give the Contractor notice of any such claim or suit, however, the failure of the State to give such notice shall only relieve Contractor of its obligations under this Section to the extent Contractor can demonstrate actual prejudice arising from the State's failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State of Tennessee in any legal matter, as provided in Tenn. Code Ann. § 8-6-106.
- E.5. Contractor Hosted Services Confidential Data, Audit, and Other Requirements.

- a. "Confidential State Data" is defined as data deemed confidential by State or Federal statute or regulation. The Contractor shall protect Confidential State Data as follows:
- (1) The Contractor shall ensure that all Confidential State Data is housed in the continental United States, inclusive of backup data. The Contractor must provide secure offsite storage for archived files.
  - (2) The Contractor shall encrypt Confidential State Data at rest and in transit using the current version of Federal Information Processing Standard ("FIPS") 140-2 or 140-3 (applicable version) validated encryption technologies.
  - (3) The Contractor and the Contractor's processing environment containing Confidential State Data shall either (1) be in accordance with at least one of the following security standards: (i) International Standards Organization ("ISO") 27001; (ii) Federal Risk and Authorization Management Program ("FedRAMP"); or (2) be subject to an annual engagement by a CPA firm in accordance with

the standards of the American Institute of Certified Public Accountants (“AICPA”) for a System and Organization Controls for service organizations (“SOC”) Type II audit.

The State shall approve the SOC audit control objectives. The Contractor shall provide proof of current ISO certification or FedRAMP authorization for the Contractor and Subcontractor(s), or provide the State with the Contractor’s and Subcontractor’s annual SOC Type II audit report within 30 days from when the CPA firm provides the audit report to the Contractor or Subcontractor. The Contractor shall submit corrective action plans to the State for any issues included in the audit report within 30 days after the CPA firm provides the audit report to the Contractor or Subcontractor.

On an annual basis, the Contractor shall provide the State with a System and Organization Controls (“SOC”) for service organizations report on Controls at a Service Organization Relevant to User Entities’ Internal Control over Financial Reporting Type II report (“SOC 1, Type II”) and a report on Controls at a Service Organization Relevant to Security, Availability, Processing Integrity, Confidentiality and Privacy Type II (“SOC 2, Type II”), relevant to the services provided under this Contract, including those of subcontractors performing any of the services under this Contract. The SOC 1, Type II and SOC 2, Type II shall be prepared by an independent auditing firm in accordance with the standards of the American Institute of Certified Public Accountants (“AICPA”), at the Contractor’s own expense. The Contractor shall provide the State with the Contractor’s SOC 1, Type II and SOC 2, Type II reports within 30 days from when the independent auditing firm provides the audit report to the Contractor. The Contractor shall submit corrective action plans to the State for any issues included in the audit report within 30 days after the independent auditing firm provides the audit report to the Contractor or subcontractor. The Contractor will provide or cause to be provided the reports required by this section without requiring the State to execute any other agreements or agree to any additional confidentiality obligations.

If the scope of the most recent report does not include all of the State’s current fiscal year, the Contractor shall provide to the State a letter from the Contractor or Subcontractor stating whether the Contractor or Subcontractor made any material changes to their control environment since the prior audit and, if so, whether the changes, in the opinion of the Contractor or Subcontractor, would negatively affect the auditor’s opinion in the most recent audit report.

No additional funding shall be allocated for these certifications, authorizations, or audits as these are included in the Maximum Liability of this Contract.

- (4) The Contractor must annually perform Penetration Tests and Vulnerability Assessments against its Processing Environment. “Processing Environment” shall mean the combination of software and hardware on which the Application runs. “Application” shall mean the computer code that supports and accomplishes the State’s requirements as set forth in this Contract. “Penetration Tests” shall be in the form of attacks on the Contractor’s computer system, with the purpose of discovering security weaknesses which have the potential to gain access to the Processing Environment’s features and data. The “Vulnerability Assessment” shall be designed and executed to define, identify, and classify the security holes (vulnerabilities) in the Processing Environment. The Contractor shall allow the State, at its option, to perform Penetration Tests and Vulnerability Assessments on the Processing Environment.
- (5) Upon State request, the Contractor shall provide a copy of all Confidential State Data it holds. The Contractor shall provide such data on media and in a format determined by the State

(6) Upon termination of this Contract and in consultation with the State, the Contractor shall destroy all Confidential State Data it holds (including any copies such as backups) in accordance with the current version of National Institute of Standards and Technology (“NIST”) Special Publication 800-88. The Contractor shall provide a written confirmation of destruction to the State within ten (10) business days after destruction.

b. Minimum Requirements

- (1) The Contractor and all data centers used by the Contractor to host State data, including those of all Subcontractors, must comply with the State’s Enterprise Information Security Policies as amended periodically. The State’s Enterprise Information Security Policies document is found at the following URL: <https://www.tn.gov/finance/strategic-technology-solutions/strategic-technology-solutions/sts-security-policies.html>.
- (2) The Contractor agrees to maintain the Application so that it will run on a current, manufacturer-supported Operating System. “Operating System” shall mean the software that supports a computer’s basic functions, such as scheduling tasks, executing applications, and controlling peripherals.
- (3) If the Application requires middleware or database software, Contractor shall maintain middleware and database software versions that are at all times fully compatible with current versions of the Operating System and Application to ensure that security vulnerabilities are not introduced.

c. Comptroller Audit Requirements

Upon reasonable notice and at any reasonable time, the Contractor and Subcontractor(s) agree to allow the State, the Comptroller of the Treasury, or their duly appointed representatives to perform information technology control audits of the Contractor and all Subcontractors used by the Contractor. Contractor will maintain and cause its Subcontractors to maintain a complete audit trail of all transactions and activities in connection with this Contract. Contractor will provide to the State, the Comptroller of the Treasury, or their duly appointed representatives access to Contractor and Subcontractor(s) personnel for the purpose of performing the information technology control audit.

The information technology control audit may include a review of general controls and application controls. General controls are the policies and procedures that apply to all or a large segment of the Contractor’s or Subcontractor’s information systems and applications and include controls over security management, access controls, configuration management, segregation of duties, and contingency planning. Application controls are directly related to the application and help ensure that transactions are complete, accurate, valid, confidential, and available. The audit shall include the Contractor’s and Subcontractor’s compliance with the State’s Enterprise Information Security Policies and all applicable requirements, laws, regulations or policies.

The audit may include interviews with technical and management personnel, physical inspection of controls, and review of paper or electronic documentation.

For any audit issues identified, the Contractor and Subcontractor(s) shall provide a corrective action plan to the State within 30 days from the Contractor or Subcontractor receiving the audit report.

Each party shall bear its own expenses incurred while conducting the information technology controls audit.

d. **Business Continuity Requirements.** The Contractor shall maintain set(s) of documents, instructions, and procedures (the "Contractor's Plan") which enable the Contractor to respond to accidents, disasters, emergencies, or threats without any stoppage or hindrance in its key operations, and ensure that the Contractor can restore all unclaimed property owner account data and transaction history in the event of a system malfunction or failure and that there will not be a disruption of services provided under this Contract ("Business Continuity Requirements"). The Contractor's Plan shall be provided to the State, and the Contractor shall advise the State in writing of any material change in the Contractor's Plan. For the purposes of this paragraph, "material change" shall include, but shall not be limited to, the time required for the restoration of services or the location of the Contractor's backup site. In the event of a disruption impacting the operation or functionality of the Contractor's software, the Contractor shall notify the State of the incident immediately after the Contractor's discovery of the incident. Business Continuity Requirements shall include:

(1) "Disaster Recovery Capabilities" refer to the actions the Contractor takes to meet the Recovery Point and Recovery Time Objectives defined below. Disaster Recovery Capabilities shall meet the following objectives:

- i. **Recovery Point Objective ("RPO").** The RPO is defined as the maximum targeted period in which data might be lost from an IT service due to a major incident: zero (0) minutes.
- ii. **Recovery Time Objective ("RTO").** The RTO is defined as the targeted duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a break in business continuity: forty-eight (48) hours.

(2) The Contractor and the Subcontractor(s) shall perform at least one Disaster Recovery Test every three hundred sixty-five (365) days. A "Disaster Recovery Test" shall mean the process of verifying the success of the restoration procedures that are executed after a critical IT failure or disruption occurs. The Disaster Recovery Test shall use actual State Data Sets that mirror production data, and success shall be defined as the Contractor verifying that the Contractor can meet the State's RPO and RTO requirements. A "Data Set" is defined as a collection of related sets of information that is composed of separate elements but can be manipulated as a unit by a computer. The Contractor shall provide written confirmation to the State after each Disaster Recovery Test that its Disaster Recovery Capabilities meet the RPO and RTO requirements.

For the avoidance of doubt, the Contractor's business continuity plan shall include, but not be limited to, the use of a fully redundant back-up system that is in a geographically different location than the Contractor's primary location, all of which is more fully described in pages [PAGE NUMBERS FROM SUCCESSFUL PROPOSAL WHICH RESPOND TO SECTION C.12. of RFP ATTACHMENT 6.2] of the Contractor's Proposal.

E.6. **Partial Takeover of Contract.** The State may, at its convenience and without cause, exercise a partial takeover of any service that the Contractor is obligated to perform under this Contract, including any service which is the subject of a subcontract between Contractor and a third party (a "Partial Takeover"). A Partial Takeover of this Contract by the State shall not be deemed a breach of contract. The Contractor shall be given at least thirty (30) days prior written notice of a Partial Takeover. The notice shall specify the areas of service the State will assume and the date the State will be assuming. The State's exercise of a Partial Takeover shall not alter the Contractor's other duties and responsibilities under this Contract. The State reserves the right to withhold from the Contractor any amounts the Contractor would have been paid but for the



State's exercise of a Partial Takeover. The amounts shall be withheld effective as of the date the State exercises its right to a Partial Takeover. The State's exercise of its right to a Partial Takeover of this Contract shall not entitle the Contractor to any actual, general, special, incidental, consequential, or any other damages irrespective of any description or amount.

- E.7. Unencumbered Personnel. Except as otherwise provided in Section A.16., the Contractor shall not restrict its employees, agents, subcontractors or principals who perform services for the State under this Contract from performing the same or similar services for the State after the termination of this Contract, either as a State employee, an independent contractor, or an employee, agent, subcontractor or principal of another contractor with the State.
- E.8. Personally Identifiable Information. While performing its obligations under this Contract, Contractor may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Contractor agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Contractor shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Contractor and in accordance with this Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Contractor shall immediately notify State: (1) of any disclosure or use of any PII by Contractor or any of its employees, agents and representatives in breach of this Contract; and (2) of any disclosure of any PII to Contractor or its employees, agents and representatives where the purpose of such disclosure is not known to Contractor or its employees, agents and representatives. The State reserves the right to review Contractor's policies and procedures used to maintain the security and confidentiality of PII and Contractor shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Contractor is in full compliance with its obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Contractor shall immediately return to the State any and all PII which it has received under this Contract and shall destroy all records of such PII.

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

**IN WITNESS WHEREOF,**

**[CONTRACTOR LEGAL ENTITY NAME]:**

---

**CONTRACTOR SIGNATURE**

**DATE**

---

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

**DEPARTMENT OF TREASURY:**

---

**DAVID H. LILLARD, JR., STATE TREASURER**

**DATE**

**CONTRACT ATTACHMENT 1****System Solution Requirements****A. General System Requirements**

1. System must provide multiple security levels utilizing user and role-based security
2. System must provide segregation of duties controlled by security roles in the individual applications
3. System must capture audit records of data changed in the system
4. System must be able to share data (including images) between applications or other external interfaces in real-time, asynchronously, or via flat files.
5. File transfers must be encrypted and conducted via sFTP connections.
6. All System applications are web-based and must be accessible through standard web browsers, such as Microsoft Edge, Google Chrome, and Mozilla Firefox

**B. Functionality****Unclaimed Property Administration Application Functionality**

1. Holder Reporting functionality must include the following:
  - a. Capture receipts for cash, securities, and tangible and tie to reports
  - b. Capture Holder contact information for each report
  - c. Provide a “balancing” or reconciliation process for all cash, securities, and tangible received on the report and do not allow any claims to be paid until completed
  - d. List all property details received from Holder
  - e. Capture additional property information from outside third-party sources
  - f. Track extensions granted and denied
2. Claims Processing must include the following:
  - a. Configurable Workflow to control claims process
  - b. Configurable approval levels
  - c. Configurable fraudulent detection:
    - Claims paid to a name
    - Claims paid to a SSN
    - Claims paid to an address
    - Claims paid to an IP address
    - Previous claims paid to the same address
  - d. Creation of claims from:
    - Staff using main system
    - State’s website
    - Batch outreach efforts
  - e. Configurable tracking of claim progress or status
  - f. Ability to add work history notes to claim
  - g. Automatic capture of emails sent to claimant
  - h. Configurable evidence requirement
  - i. Claim form with the following sections:
    - Property Information
    - Customization of evidence requirement based on evidence listed on the claim
    - History of payment, cancelation, and reissue
  - j. Calculation of interest paid on claims based on statute
  - k. Payment interface with State’s payment system to create payment, cancelation, reissue, and update payment detail information with return interface
  - l. Configurable emails to claimants based on status of claim
  - m. Configurable form letters that can be created individually or in batch
  - n. Claim forms and letters can be sent either by mail or email
  - o. Claim forms and letters can be printed individually or in batch
  - p. Create and issue 1099-B, 1099-DIV, 1099-INT, and file sent to IRS

- q. Identify properties and create claims in batch from other state agencies regarding levies and garnishments
- 3. Securities processing must include the following:
  - a. Track securities at the property and issue level
  - b. Capable of setting up multiple custodians
  - c. Post transactions, dividends, and liquidations at the property, report, and issue level
  - d. Integrate with third-party custodian to perform reconciliation
- 4. Tangible processing must include the following:
  - a. Track tangible items received at the box level
  - b. Configurable location of the tangible items
  - c. Capable of entering transactions at the item level (transfer to claimants, liquidations, disposed)
- 5. Audit processing must include the following:
  - a. Track progress of audits; In-house and third-party
  - b. File upload of WIP reports from third-party audit firms
  - c. Link audit to the Holder Report
- 6. Miscellaneous processing must include the following:
  - a. Ability to run reports on data from each application
  - b. Custom reports will be provided within the application and on demand
  - c. Interface with other external data elements
    - Configurable data extract
    - Import return file
    - Create letters and/or claims to be printed in batch
    - Add additional information to the property from third-party
    - Ability to Fast-Track claims based on State parameters

#### **Holder Reporting Web Application**

- 1. Holder Reporting Web Applications must include the following:
  - a. Holders can load NAUPA approved files and negative reports via web application
  - b. Configurable validations checked against the file
  - c. Configurable error messages
  - d. Reports are automatically loaded into the system
  - e. Receipts (Cash and Securities) are automatically created in the system
  - f. Receipts are automatically linked to correct Report
  - g. Payment methods of both ACH debit and ACH credit available via web application
  - h. Ability to handle returned items
  - i. Automatic archive of raw file to configurable location
  - j. Configurable automated emails to Holders
  - k. Holders able to see their reporting history
  - l. Holders can reset their own password
  - m. State can manage users, reset passwords and lock/unlock Holders from reporting

#### **Property Search and File Claims Application**

- 1. Property Search and File Claims Application must include the following:
  - a. Claimants have the option to register or not to search, check status and upload documentation
  - b. Claimants can search by name or property ID via web application
  - c. Web application is "mobile friendly"
  - d. Dollar amount or dollar ranges that is displayed is configurable
  - e. Claimant can select multiple properties and add to "cart" to claim
  - f. Configurable parameters to determine claims that are Fast-Track eligible
  - g. Capable of using third-party data (Lexis-Nexis or similar) to validate Fast-Track claims
  - h. Configurable two (2) levels of validation
    - a. Level one uses a third-party source (LexisNexis or similar) to validate a claim using all the below data points:
      - Name

- SSN
  - Address
  - email address
  - IP address
  - Device Identification
- b. Level two uses a third-party source (LexisNexis or similar) and presents to the claimant “out of wallet” questions to authenticate their identity
- i. For claims that are not Fast-Track eligible customized evidence is configurable based on relationship type
  - j. Configurable automated emails to claimants based on claim status
  - k. Claimants can check status of claim online which provides: Claimant Information, Property Information, Claim Status, and Evidence Requirements
  - l. Claimants can upload documentation via web application and is automatically tied to claim
  - m. Uploaded documentation can be of various file types and up to 5mb in file size

### **C. Optional Functionality**

1. If the State chooses to utilize the Contractor’s Enterprise Content Management System, the system must include the following:
  - a. Ability to accept a mass upload of indexed images related to a claim
  - b. Ability to view images related to a claim within the System
  - c. Ability to export indexed images individually and in mass from the System

**CONTRACT ATTACHMENT 2****The Tennessee Department of Treasury Gifts and Solicitations Policy**

No employee or any member of a Board, Commission or Committee administratively attached to the Department shall solicit, accept or agree to accept, directly or indirectly, on behalf themselves or their immediate family, any gift in violation of state law including, but not limited to, any gratuity, service, favor, entertainment, lodging, transportation, loan, loan guarantee rebate, money, any promise, obligation or contract for future awards or compensation or any other thing of monetary value, from any **individual** or **entity** that:

- Has, or is seeking to obtain, contractual or other business or financial relations with the Treasury Department or the Tennessee Consolidated Retirement System;
- Conducts operations or activities that are regulated by the Treasury Department;
- May bid on future procurement from the Department or a Board, Commission, or Committee administratively attached to the Department based on the employee's reasonable belief that the person or entity intends to submit a bid; or
- Has an interest that may be substantially affected by the performance or nonperformance of the employee's official duties.

Generally, gifts from a lobbyist or an employer of a lobbyist are prohibited; however, the following are exceptions to the general gift prohibition:

- A gift given for nonbusiness purpose and motivated by a close personal friendship and not by the position of the employee, and specifically authorized and defined by the Ethics Commission;
- Informational materials in the form of books, articles, periodicals, other written materials, audiotapes, videotapes, or other forms of communication;
- Sample merchandise, promotional items, and appreciation tokens if they are routinely given to customers, suppliers or potential customers or suppliers in the ordinary course of business;
- Unsolicited tokens or awards of appreciation, honorary degrees, or bona fide awards in recognition of public service in the form of a plaque, trophy, desk item, wall memento, and similar items, provided that any such item shall not be in a form which can readily be converted to cash;
- Benefits resulting from business, employment, or other outside activities of the employee or the employee's immediate family, if such benefits are customarily provided to others in similar circumstances and are not enhanced due to the status of the employee;
- Opportunities and benefits made available to all members of an appropriate class of the general public, including but not limited to, discounts afforded to the general public or prizes and awards given out in public contests;
- Expenses of out-of-state travel, if such expenses are paid for or reimbursed by a governmental entity or an established and recognized organization of elected or appointed state government officials;
- Food, refreshments, amenities, goody bags, entertainment, or beverages provided as part of a meal, reception or similar event including tradeshows and professional meetings; and

- Food, refreshments, meals, foodstuffs, entertainment, beverages that are provided in connection with the following: an event where the employee is a speaker or part of a panel discussion at a scheduled meeting of an established or recognized membership organization which regularly meets at in-state events in which invitations are extended to legislative or executive branch employees. The value of the items shall not exceed fifty dollars (\$50.00) per person, per day.\*

\* The amount may be increased to reflect the percentage of change in the average consumer price index. The Ethics Commission publishes the increased amount on its website.

For other gifts offered which are not included in the exceptions above, the employee must obtain the written approval of the Assistant Treasurer for Legal, Compliance, and Audit.

**CONTRACT ATTACHMENT 3****ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE**

<b>SUBJECT CONTRACT NUMBER:</b>	
<b>CONTRACTOR LEGAL ENTITY NAME:</b>	
<b>EDISON VENDOR IDENTIFICATION NUMBER:</b>	

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

---

**CONTRACTOR SIGNATURE**

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

---

**PRINTED NAME AND TITLE OF SIGNATORY**


---

**DATE OF ATTESTATION**



**RFP ATTACHMENT 6.7**

---

A link to RFP Attachment 6.7, **Unclaimed Property Claim Volume**, can be obtained by contacting the Procurement Coordinator Dawn Rochelle by email at [Dawn.Rochelle@tn.gov](mailto:Dawn.Rochelle@tn.gov)