

SOLICITATION NOTICE

May 13, 2021

Service Providers:

The State of Tennessee is issuing a Request for Proposal (“RFP”) to provide a cloud-based Data Ecosystem Solution (DE Solution) for the State’s Division of TennCare. This is a proprietary procurement, please note the following solicitation highlights:

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| Solicitation ID # | 31865-00619 |
| Scope of Service | Data Ecosystem |
| Procuring State Agency | Department of Finance and Administration, Division of TennCare |
| Proposal Deadline | July 30, 2021 |
| Contact Information | Matt Brimm, 615-687-5811, Matt.Brimm@tn.gov |

This RFP is unique in that it has been identified by the Department of Finance and Administration, Strategic Technology Solutions as containing information that is confidential under Tenn. Code Ann. § 10-7-504(i). Therefore a non-disclosure agreement (“NDA”) must be signed before all the solicitation details containing the confidential information may be disclosed by the State.

If you are interested in responding to this RFP, please complete the attached NDA and return it to me. I will then send all documents required to provide a response on this event. Please keep in mind that the Proposal Deadline for this RFP is July 30, 2021. We appreciate your interest in doing business with the State of Tennessee and hope that you will consider responding to this RFP.

Thank you.

**THE STATE OF TENNESSEE
AND**

NONDISCLOSURE AGREEMENT

THIS AGREEMENT (hereinafter referred to as the "Agreement") made effective this ____ day of _____, 2021, by and between the State of Tennessee, Department of Finance and Administration, Strategic Technology Solutions ("State") and _____ (together with its affiliates, assigns, officers, directors, and employees, "Company") having its principal place of business at _____ . The parties to this Agreement agree as follows:

1. Material and information, regardless of form, medium or method of communication, provided to the Company by the State or acquired by the Company on behalf of the State shall be regarded as "Confidential Information." Confidential Information shall include, but not be limited to, all State information regarding electronic information processing systems, telecommunications systems, or other communications systems of the State, and shall also include: (A) Plans, security codes, passwords, combinations, or computer programs used to protect electronic information and government property; (B) Information that would identify those areas of structural or operational vulnerability that would permit unlawful disruption to, or interference with, the services provided by a governmental entity; (C) Information that could be used to disrupt, interfere with, or gain unauthorized access to electronic information or government property; and (D) the identity of a vendor that provides to the state goods and services used to protect electronic information processing systems, telecommunication and other communication systems, data storage systems, government employee information, or citizen information shall be confidential.
2. The Company shall safeguard and hold in strict confidence such Confidential Information and prevent disclosure thereof to third parties without the written consent of the State. The Company shall further restrict disclosure of such Confidential Information to only those employees who have a need to know and who have executed a nondisclosure agreement to protect Confidential Information at least as protective as this Agreement.
3. Nothing in this Agreement shall permit Company to disclose any Confidential Information, regardless of whether it has been disclosed or made available to Company 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 under state or federal law. To the fullest extent allowable under applicable law or regulation, the Company shall promptly notify the State and provide a reasonable opportunity to oppose any disclosure required under state or federal law. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law.

4. Confidential Information delivered by the State to the Company shall be for the purpose of exploration of business opportunities involving the State and Company. No other use of the Confidential Information is granted without the written consent of the State. In the event the State gives its approval for the Company to disclose Confidential Information to a third party, the Company shall ensure that all such disclosures are marked with appropriate legends, the receiving third party enters into a non-disclosure agreement to protect Confidential Information with terms at least as protective as those contained in this Agreement, and any other conditions reasonably required by the State in order to preserve the confidential nature of the information and the State's rights therein.
5. This Agreement is made effective as of the date set forth above and may thereafter be terminated by either party upon the giving of thirty (30) days written notice to the other party of its intention to terminate. Upon termination of this Agreement, the Company shall promptly return to the State all materials and copies containing the Confidential Information. All obligations on the parties regarding protection of Confidential Information under this Agreement shall survive termination of the Agreement.
6. This Agreement shall not be construed as a teaming, joint venture or other such arrangement; rather, the parties hereto expressly agree that this Agreement is for the purpose of protecting Confidential Information only.
7. If any terms and conditions of this Agreement are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Agreement shall not be affected and shall remain in full force and effect. The terms and conditions of this Agreement are severable.
8. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The Tennessee Claims Commission or the state courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Agreement. The Company acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Agreement shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 407.
9. Nothing in this Agreement shall be construed to convey to Company any right, title or interest or copyright in the Confidential Information, or any license to use, sell, exploit, copy or further develop the Confidential Information.
10. This Agreement contains the entire understanding between the parties relative to the protection of Confidential Information and supersedes all prior and collateral communications, reports, and agreements between the parties in respect thereto. No change, modification, alteration, or addition to any provision hereof shall be binding unless in writing and signed by authorized representatives of both parties.

IN WITNESS WHEREOF, this Confidentiality Agreement has been duly executed by the parties hereto as of the date first set forth above.

Contractor Name: _____
Representative Name: _____
Title: _____
Signature: _____
Date: _____