



STATE OF TENNESSEE
RFP # 31701-03021
AMENDMENT # 2

December 29, 2009

THE SUBJECT RFP IS HEREBY AMENDED AS FOLLOWS.

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

EVENT	TIME	DATE	UPDATED / CONFIRMED
1) State Issues RFP		November 23, 2009	CONFIRMED
2) Disability Accommodation Request Deadline	2:00 p.m.	November 30, 2009	CONFIRMED
3) Pre-proposal Conference	1:00 p.m.	December 1, 2009	CONFIRMED
4) Notice of Intent to Propose Deadline	2:00 p.m.	December 2, 2009	CONFIRMED
5) Written "Questions & Comments" Deadline	2:00 p.m.	December 8, 2009	CONFIRMED
6) State Response to Written "Questions & Comments"		December 18, 2009	CONFIRMED
7) Proposal Deadline	2:00 p.m.	January 7, 2010	UPDATED
8) State Completion of Technical Proposal Evaluations		January 19, 2010	UPDATED
9) State Opening & Scoring of Cost Proposals	9:00 a.m.	January 20, 2010	UPDATED
10) State Evaluation Notice Released and RFP Files Opened for Public Inspection	2:00 p.m.	January 21, 2010	UPDATED
11) Contract Signing		February 2, 2010	UPDATED
12) Contractor Contract Signature Deadline	2:00 p.m.	February 8, 2010	CONFIRMED



STATE OF TENNESSEE
RFP # 31701-03021
AMENDMENT # 1

December 18, 2009

THE SUBJECT RFP IS HEREBY AMENDED AS FOLLOWS.

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

EVENT	TIME	DATE	UPDATED / CONFIRMED
1) State Issues RFP		November 23, 2009	CONFIRMED
2) Disability Accommodation Request Deadline	2:00 p.m.	November 30, 2009	CONFIRMED
3) Pre-proposal Conference	1:00 p.m.	December 1, 2009	CONFIRMED
4) Notice of Intent to Propose Deadline	2:00 p.m.	December 2, 2009	CONFIRMED
5) Written "Questions & Comments" Deadline	2:00 p.m.	December 8, 2009	CONFIRMED
6) State Response to Written "Questions & Comments"		December 18, 2009	CONFIRMED
7) Proposal Deadline	2:00 p.m.	January 5, 2010	UPDATED
8) State Completion of Technical Proposal Evaluations		January 15, 2010	CONFIRMED
9) State Opening & Scoring of Cost Proposals	2:00 p.m.	January 19, 2010	CONFIRMED
10) State Evaluation Notice Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	January 20, 2010	CONFIRMED
11) Contract Signing		February 1, 2010	CONFIRMED
12) Contractor Contract Signature Deadline	2:00 p.m.	February 8, 2010	CONFIRMED

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

QUESTION/COMMENT	STATE RESPONSE
<p>Note: in the questions that follow, any vendor's restatement of the text of the Request for Proposals (RFP) is for reference purposes only and shall not be construed to change the original RFP wording.</p>	

QUESTION/COMMENT	STATE RESPONSE										
<p>1) (a) Could you also provide us with the information on what your current pricing arrangement is with Interstate and</p> <p>(b) how much you have paid them over each of the last 5 years.</p>	<p>(a) To obtain "pricing arrangement" or service rates, submit a request in writing (email is sufficient) to the RFP Coordinator listed in RFP Section 1.4.2.1. The information has been provided to the requesting vendor.</p> <p>(b)The yearly totals paid to Interstate Telecommunications since the Contract Begin Date of March 2005 is as follows:</p> <table border="1" data-bbox="829 384 1092 558"> <tbody> <tr> <td>2005</td> <td>\$82,937.80</td> </tr> <tr> <td>2006</td> <td>\$93,041.15</td> </tr> <tr> <td>2007</td> <td>\$88,970.95</td> </tr> <tr> <td>2008</td> <td>\$85,208.95</td> </tr> <tr> <td>2009</td> <td>\$78,087.65</td> </tr> </tbody> </table>	2005	\$82,937.80	2006	\$93,041.15	2007	\$88,970.95	2008	\$85,208.95	2009	\$78,087.65
2005	\$82,937.80										
2006	\$93,041.15										
2007	\$88,970.95										
2008	\$85,208.95										
2009	\$78,087.65										
<p>2) Lastly,</p> <p>(a) could you please provide us with a breakdown of the revenue by phone by revenue type (coin, 0+ and Dial-Around Compensation) for each of the last 3 years. This information will help us determine by how much the revenue is dropping each year.</p> <p>(b) Regarding the 0+, is the revenue the total Revenue charged to the consumer or is it the Commission Interstate received from their 0+ provider?</p>	<p>(a) Please refer to Contract Section C.3.i. which states the "State does not seek commission payments." The current contract (FA-05-16285-00) includes the same arrangement; therefore, breakdown of revenue by phone and type is irrelevant and unavailable as the State does not require that information from the current vendor.</p> <p>(b) See the State's answer to (a) above.</p>										
<p>3) On page 3 of RFP # 31701-03021 , under section 1.1 is the following paragraph:</p> <p>"At the present time, the payphones installed at State locations are "smart payphones". The State's endusers of payphones are accustomed to the look, feel, and quality level of established smart payphones. Any existing payphone equipment (signs, lights, sets, enclosures, etc.) that is replaced as a result of this RFP shall be replaced with equipment of comparable function and appearance (i.e., flush mount replaced by flush mount; TDD with TDD). The Proposer must receive approval from the State of all field equipment and prior authorization from the State for changes, moves, adds and deletes of equipment.</p> <p>Existing payphone services for the State are provided by Interstate Telecommunications (Interstate). See the following State's website for a copy of the Interstate contract: http://www.tn.gov/finance/oir/pcm/rfps.html ."</p> <p>When I go to the above referenced website to find a copy of the existing payphone services Interstate contract, it takes me to the current RFP website. Am I doing something wrong? How can I obtain a copy of the current Interstate contract?</p>	<p>The State has revised the last sentence of the last paragraph of Section 1.1 to:</p> <p>A copy of the Interstate contract will be provided upon written request (email is sufficient) sent to the RFP Coordinator listed in RFP Section 1.4.2.1.</p> <p>Please see the revision to the RFP in Item # 3 below.</p>										

3. Delete the last paragraph of RFP Section 1.1 in its entirety and insert the following in its place:

At the present time, the payphones installed at State locations are "smart payphones". The State's end-users of payphones are accustomed to the look, feel, and quality level of established smart payphones. Any existing payphone equipment (signs, lights, sets, enclosures, etc.) that is replaced as a result of this RFP shall be replaced with equipment of comparable function and appearance (i.e., flush mount replaced by flush mount; TDD with TDD). The Proposer must receive approval from the State of all field equipment and prior authorization from the State for changes, moves, adds and deletes of equipment. Existing payphone services for the State are provided by Interstate Telecommunications (Interstate). **A copy of the**

Interstate contract will be provided upon written request (email is sufficient) sent to the RFP Coordinator listed in RFP Section 1.4.2.1.

NOTE: Items #4 and #5 below identify Attachments to amend as additional payphones have been disconnected since the RFP was published. These disconnects effect the conversion and maintenance weights represented in RFP Attachment 6.3 (Cost Proposal & Scoring Guide) and the list of active phones in Contract Attachment B (Payphone List).

When submitting the Proposer's cost proposal, please verify that the new RFP Attachment 6.3 (Cost Proposal & Scoring Guide) included in this Amendment was used to record the Proposer's rates. If a Proposer fails to submit a cost proposal exactly as required, the state will deem the proposal to be nonresponsive and reject it.

4. Delete RFP Attachment 6.3 in its entirety and replace with the new RFP Attachment 6.3 attached hereto.
5. Delete Contract Attachment B in its entirety and replace with the new Contract Attachment B attached hereto.

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 the entire scope of service including all services defined in the Scope of Services of the RFP Attachment 6.6., *Pro Forma* Contract and for the entire contract period. The Cost Proposal shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract resulting from this RFP. All monetary amounts shall be in U.S. currency and limited to two (2) places to the right of the decimal point.

DO NOT LEAVE A COST CELL “BLANK.” The State shall deem a Cost Proposal with a “blank” cell as non-responsive and shall reject it.

DO NOT ENTER MORE THAN ONE RATE OR A RANGE OF RATES IN A COST CELL. The State shall deem a Cost Proposal with a cell containing more than one rate or a range of rates as non-responsive and shall reject it.

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

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

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

PROPOSER SIGNATURE:							
PRINTED NAME & TITLE:							
DATE:							
PROPOSER LEGAL ENTITY NAME:							
Cost Item Description	Proposed Cost					Evaluation Factor	Evaluation Cost (cost x factor)
	Year 1 (2/12/10 – 2/11/11)	Year 2 (2/12/11 – 2/11/12)	Year 3 (2/12/12 – 2/11/13)	Year 4 (2/12/13 – 2/11/14)	Year 5 (2/12/14 – 2/11/15)		
Initial Transition / Conversion of Existing State Payphones - Contract Section A.2. The cost to the State, to convert the responsibility for one (1) pre-existing payphone from the Preceding Contractor to the Contractor. (One- time cost per phone converted.)	\$ <u> </u> / per phone	N/A	N/A	N/A	N/A	218	

Cost Item Description	Proposed Cost					Evaluation Factor	Evaluation Cost (cost x factor)
	Year 1 (2/12/10 – 2/11/11)	Year 2 (2/12/11 – 2/11/12)	Year 3 (2/12/12 – 2/11/13)	Year 4 (2/12/13 – 2/11/14)	Year 5 (2/12/14 – 2/11/15)		
<u>Service and Maintenance</u> - Contract Sections A.3 and A.8. The cost to the State to provide phone service, equipment and site maintenance, for one (1) phone for one (1) month. (Recurring monthly cost.)	\$ ___ / per phone, per month	\$ ___ / per phone, per month	\$ ___ / per phone, per month	\$ ___ / per phone, per month	\$ ___ / per phone, per month	4300	
<u>Move/Change Phone Installation</u> - Contract Section A.4. The cost to the State to move or change a phone installation after Initial Conversion (Contract Section A.2) or after Add Payphone (Contract Section A.5). The cost is assessed per Move/Change, per phone. (One-time cost per event.)	\$ ___ / per Move/ Change, per phone	\$ ___ / per Move/ Change, per phone	\$ ___ / per Move/ Change, per phone	\$ ___ / per Move/ Change, per phone	\$ ___ / per Move/ Change, per phone	10	
<u>Add Payphone</u> - Contract Section A.5. The cost to the State to add one (1) new payphone. (One-time cost per event.)	\$ ___ / per phone	\$ ___ / per phone	\$ ___ / per phone	\$ ___ / per phone	\$ ___ / per phone	10	
<u>Add Telecommunications Device for the Deaf (TDD)</u> - Contract Section A.6. Cost to the State to add one (1) TDD device at a payphone location. (One-time cost per event.)	\$ ___ / per phone per TDD Device	\$ ___ / per phone per TDD Device	\$ ___ / per phone per TDD Device	\$ ___ / per phone per TDD Device	\$ ___ / per phone per TDD Device	5	
<u>Site preparation</u> - Contract Section A.7. Cost to perform any required Site Preparation tasks required for a new phone installation. (One-time cost per installation.)	\$ ___ / per phone per install	\$ ___ / per phone per install	\$ ___ / per phone per install	\$ ___ / per phone per install	\$ ___ / per phone per install	10	
EVALUATION COST AMOUNT (sum of evaluation costs above):							
The RFP 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.							
$\frac{\text{lowest evaluation cost amount from all proposals}}{\text{evaluation cost amount being evaluated}} \times 30$						= SCORE:	
State Use – RFP Coordinator Signature, Printed Name & Date:							

ATTACHMENT B
Payphone Locations and Revenue as of 12-09-2009

ANI	Phone Type	Location	Address	City State & Zip	Equipment	2008 Revenue
4232342186	Coin	I 81 North Rest Area	1 N Interstate 81 - Baileyton N	Baileyton TN	backboard	486.32
4232342234	Coin	I 81 South Rest Area	1 I-81 South - Baileyton	Baileyton TN	backboard	482.33
4232359031	Coin	State of TN Dept of Safet	1150 Foster Ave	Bulls Gap TN	backboard	86.14
4232390510	Coin	Warriors Path State Park	490 Hemlock Rd	Kingsport TN	backboard	143.76
4232395846	Coin	Warriors Path State Park	1687 Fall Creek Rd	Kingsport TN	backboard	175.87
4232398587	Coin	Warriors Path State Park	490 Hemlock Road	Kingsport TN 3763	backboard	25.48
4232399661	Coin	Warriors Path State Park	104 A Warrior Drive	Kingsport TN 37663	backboard	26.47
4232572735	Coin	Davy Crockett State Park	1245 Davy Crockett Rd	Limestone TN	backboard	81.28
4232572974	Coin	Davy Crockett State Park	95 Davy Crockett Park Rd	Limestone TN	backboard	92.46
4232631556	Coin	Hiwassee Ocoee Scenic Riv	407 Spring Creek Road	Delano TN	backboard	888.89
4232654961	Coin	Moccasin Bend Mental Heal	100 Moccasin Bend Rd	Chattanooga TN	backboard	689.89
4232659082	Coin	Moccasin Bend Mental Heal	100 Moccasin Bend Rd	Chattanooga TN	backboard	12.75
4232659147	Coin	Moccasin Bend Mental Heal	100 Moccasin Bend Rd	Chattanooga TN	backboard	25.07
4232659172	Coin	Moccasin Bend Mental Heal	100 Moccasin Bend Rd	Chattanooga TN	backboard	48.11
4232659174	Coin	Moccasin Bend Mental Heal	100 Moccasin Bend Rd	Chattanooga TN	backboard	129.25
4232659193	Coin	Moccasin Bend Mental Heal	100 Moccasin Bend Rd	Chattanooga TN	backboard	12.60
4232666905	Coin	Moccasin Bend Mental Heal	100 Moccasin Bend Rd	Chattanooga TN	backboard	807.76
4232740417	Coin	South Bound Rest Area	100 Interstate 81 South	Bristol TN	backboard	1359.71
4233234886	Coin	Warriors Path State Park	490 Hemlock Rd	Kingsport TN	backboard	29.28
4233444802	Coin	Harrison Bay State Park	8411 Harrison Bay Rd	Harrison TN	backboard	98.34
4233444831	Coin	Harrison Bay State Park	8411 Harrison Bay Rd	Harrison TN	backboard	223.66
4233444843	Coin	Harrison Bay State Park	8411 Harrison Bay Rd	Harrison TN	backboard	56.25
4233463346	Coin	Morgan County Correctional	541 Wayne Cotton Morgan Dr	Wartburg TN	backboard	8.95
4233486725	Coin	TN Highway Patrol	184 Joe Mccrary Rd	Fall Branch TN	backboard	150.76
4234798130	Coin	Red Clay State Historical	1140 Red Clay Park Rd Sw Unit Visitr Ctr	Cleveland TN	backboard	46.11
4234879939	Coin	Hartford Newport Welcom	447 Interstate 40	Hartford TN	backboard	476.18
4235108526	Coin	Tennessee State Govt	6502 Bonny Oaks Dr	Chattanooga TN	Shelf / Enclosure	425.64
4235423106	Coin	Sycamore Shoals State Par	1651 W Elk Av	Elizabethton TN	backboard	12.00
4235629213	Coin	Cove Lake State Park	153 Goose Ln	Caryville TN	backboard	49.42
4235629242	Coin	Cove Lake State Park	152 Hummingbird Ln	Caryville TN	backboard	132.15
4235629296	Coin	Cove Lake State Park	134 Swan Dr	Caryville TN	backboard	142.85
4235819891	Coin	Panther Creek State Park	2010 Panther Creek Park Rd	Morristown TN	backboard	153.44
4236348156	Coin	Moccasin Bend Mental Heal	100 Moccasin Bend Rd	Chattanooga TN	backboard	415.18
4236348162	Coin	Moccasin Bend Mental Heal	100 Moccasin Bend Rd	Chattanooga TN	backboard	701.24
4236380527	Coin	Green Valley Mental Healt	4850 Andrew Johnson Hwy	Greenville TN	backboard	11.45
4237449192	Coin	I-75 Rest Area South	300 Interstate 75	Athens TN	backboard	11.65
4237449226	Coin	State Of TN I-75 Rest Ar	305 Interstate 75	Athens TN	backboard	9.10
4237720144	Coin	Roan Mountain State Park	1058 Highway 143	Roan Mountain TN	backboard	1218.80

ANI	Phone Type	Location	Address	City State & Zip	Equipment	2008 Revenue
4237720145	Coin	Roan Mountain State Park	1058 Highway 143	Roan Mountain TN	backboard	677.27
4237724012	Coin	Roan Mountain State Park	1024 Highway 143	Roan Mountain TN	backboard	307.78
4237724013	Coin	Roan Mountain State Park	1024 Highway 143	Roan Mountain TN	backboard	259.81
4237724673	Coin	Roan Mtn St Pk	527 Highway 143	Roan Mountain TN 37687	backboard	81.67
4238219254	Coin	Tiftonia Welcome Center	1000 Interstate 24 West	Chattanooga TN	Pedestal & enclosure	777.67
4238558574	Coin	Eastridge Welcome Ctr	1500 N Interstate 75	East Ridge TN 37412	backboard	1292.15
4238815747	Coin	Falls Creek Fall State Pa	Route 3	Pikeville TN	backboard	267.93
4238815761	Coin	Falls Creek Fall State Pa	Route 3	Pikeville TN	backboard	373.08
4238815764	Coin	Falls Creek Fall State Pa	Route 3	Pikeville TN	Shelf / Enclosure	769.19
4238815765	Coin	Falls Creek Fall State Pa	Route 3	Pikeville TN	Shelf / Enclosure	163.94
4238815766	Coin	Falls Creek Fall State Pa	Route 3	Pikeville TN	Pedestal & dbl enclosure	601.51
4238815767	Coin	Falls Creek Fall State Pa	Route 3	Pikeville TN	Pedestal & enclosure	112.07
4238815768	Coin	Falls Creek Fall State Pa	Route 3	Pikeville TN	backboard	10.05
4238815771	Coin	Falls Creek Fall State Pa	Route 3	Pikeville TN	backboard	60.11
4238815778	Coin	Falls Creek Fall State Pa	Route 3	Pikeville TN	backboard	37.24
4238847273	Coin	Ft Loudoun State Park	338 Ft Loudoun Rd	Vonore TN	backboard	9.85
4238949942	Coin	Booker T Washington State	5801 Champion Rd	Chattanooga TN	Pedestal & enclosure	49.24
4239429151	Coin	Nickajack Rest Area	160 Interstate 24 West	Jasper TN	Pedestal & enclosure	811.42
4239429984	Coin	Nickajack Rest Area	160 Interstate 24 East	Jasper TN	Pedestal & enclosure	391.41
6152069180	Coin	Bledsoe Creek State Park	400 Zieglers Fort Road	Gallatin TN 37066	backboard	258.54
6152209545	Coin	Tennessee Rehab Center	460 9Th Av	Smyrna TN	Shelf / Enclosure	11.65
6152209546	Coin	Tennessee Rehab Center	460 9Th Av	Smyrna TN	backboard	25.33
6152429703	Coin	Woodland Hills Youth	4011 Stewarts Ln	Nashville TN	backboard	144.25
6152482914	Coin	Woodland Hills Youth	4011 Stewarts Ln	Nashville TN	backboard	147.02
6152483243	Coin	Woodland Hills Youth	4011 Stewarts Ln	Nashville TN	backboard	148.70
6152486175	Coin	Woodland Hills Youth	4011 Stewarts Ln	Nashville TN	backboard	326.39
6152486841	Coin	Woodland Hills Youth	4011 Stewarts Ln	Nashville TN	backboard	1008.58
6152519648	Coin	Woodland Hills Youth	4011 Stewarts Ln	Nashville TN	backboard	188.22
6152554180	Coin	Woodland Hills Youth	4011 Stewarts Ln	Nashville TN	backboard	192.52
6152563256	Coin	Woodland Hills Youth	4011 Stewarts Ln	Nashville TN	backboard	157.42
6152564138	Coin	Woodland Hills Youth	4011 Stewarts Ln	Nashville TN	backboard	86.03
6152568087	Coin	Woodland Hills Youth	4011 Stewarts Ln	Nashville TN	backboard	150.18
6152568868	Coin	State Of Tennessee	401 Church St	Nashville TN	backboard	44.15
6152569191	Coin	Library & Archives	403 7Th Ave N	Nashville TN	Shelf / Enclosure	57.80
6152569593	Coin	Tennessee State Govt	300 Capitol Blvd	Nashville TN	Shelf / Enclosure	27.73
6152569705	Coin	State Of Tennessee	300 Capitol Blvd	Nashville TN	Shelf / Enclosure	16.15
6152569742	Coin	State Of Tennessee	300 Capitol Blvd	Nashville TN	Shelf / Enclosure	11.45
6152569747	Coin	State Of Tennessee	300 Capitol Blvd	Nashville TN	Shelf / Enclosure	24.90
6152569756	Coin	State Of Tennessee	300 Capitol Blvd	Nashville TN	Shelf / Enclosure	47.93
6152590969	Coin	Woodland Hills Youth	4011 Stewarts Ln	Nashville TN	backboard	153.64
6152919882	Coin	New Visions Youth Dev Ctr	3981 Stewarts Lane	Nashville TN 37218	backboard	178.16

ANI	Phone Type	Location	Address	City State & Zip	Equipment	2008 Revenue
6153259903	Coin	State of TN Dept of Safet	117 I-65 North Scales	Portland TN	Full Booth	31.70
6153259948	Coin	State of TN Dept of Safet	117 I-65 South Scales	Portland TN	Full Booth	13.05
6153259965	Coin	Mitchelleville Welcome Ce	6111 Lake Springs Rd	Portland TN	Shelf / Enclosure	1030.17
6153506895	Coin	State Of Tennessee	6404 Centennial Blvd	Nashville TN	backboard	69.20
6153508051	Coin	Deberry Correctional	7575 Cockrill Bend Blvd	Nashville TN	backboard	13.00
6153508167	Coin	Deberry Correctional	7575 Cockrill Bend Blvd	Nashville TN	Shelf / Enclosure	32.00
6153509952	Coin	MTCC	7177 Cockrill Bend Blvd	Nashville TN	backboard	42.71
6153509977	Coin	Riverbend Maximum	7475 Cockrill Bend Blvd	Nashville TN	Shelf / Enclosure	8.80
6153509985	Coin	Riverbend Maximum	7475 Cockrill Bend Blvd	Nashville TN	Pedestal & enclosure	8.75
6153509999	Coin	State Of Tennessee	6604 Centennial Blvd	Nashville TN	backboard	9.30
6153778732	Coin	Radnor Lake State Park	1160 Otter Creek Rd	Nashville TN	Shelf / Enclosure	38.33
6154449797	Coin	Cedars Of Lebanon State P	328 Cedar Forest Rd	Lebanon TN	backboard	10.25
6154449941	Coin	Cedars Of Lebanon State P	328 Cedar Forest Rd	Lebanon TN	Shelf / Enclosure	8.65
6154449943	Coin	Cedars Of Lebanon State P	328 Cedar Forest Rd	Lebanon TN	backboard	9.45
6154449946	Coin	Cedars Of Lebanon State P	328 Cedar Forest Rd	Lebanon TN	backboard	9.00
6154449975	Coin	Cedars Of Lebanon State P	328 Cedar Forest Rd (10)	Lebanon TN	backboard	383.69
6154469670	Coin	TDOT Rest Area East	1000 Interstate 40 East	Dickson TN	Pedestal & enclosure	851.81
6154469676	Coin	TDOT Rest Area West	1000 Interstate 40 West	Dickson TN	Pedestal & enclosure	874.21
6154599835	Coin	Tennessee State Govt	464 C Street	Smyrna TN	Shelf / Enclosure	417.63
6154599841	Coin	Tennessee State Govt	463 C Street	Smyrna TN	Shelf / Enclosure	242.11
6154599894	Coin	Tennessee State Govt	463 C Street	Smyrna TN	Shelf / Enclosure	140.34
6154599898	Coin	Tennessee State Govt	464 C Street	Smyrna TN	Shelf / Enclosure	242.22
6156832871	Coin	Smith County Welcome Cent	Interstate 40 West	Buffalo Valley TN	Pedestal & enclosure	1214.23
6156832875	Coin	Smith County Welcome Cent	Interstate 40 East	Buffalo Valley TN	Pedestal & enclosure	871.57
6157263062	Coin	Woodland Hills Youth	4011 Stewarts Ln	Nashville TN	backboard	164.98
6157265284	Coin	Woodland Hills Youth	4011 Stewarts Ln	Nashville TN	backboard	11.50
6157489019	Coin	New Visions Youth Dev Ctr	3981 Stewarts Lane	Nashville TN 37218	backboard	154.63
6157498293	Coin	New Visions Youth Dev Ctr	3981 Stewarts Lane	Nashville TN 37218	backboard	146.23
6157498294	Coin	New Visions Youth Dev Ctr	3981 Stewarts Lane	Nashville TN 37218	backboard	150.65
6157979202	Coin	Montgomery Bell State Par	1050 Jackson Hill Rd	Burns TN	backboard	11.40
6157979209	Coin	Montgomery Bell State Par	2000 Jackson Hill Rd	Burns TN	backboard	45.38
6157979213	Coin	Montgomery Bell State Par	1000 Camp One Rd	Burns TN	backboard	10.25
6157979865	Coin	Montgomery Bell State Par	1000 Hotel Ave	Burns TN	backboard	90.06
6158839144	Coin	Mental Health Institute	221 Stewarts Ferry Pike	Nashville TN	Shelf / Enclosure	17.99
6158839828	Coin	State Law Enforcement	3025 Lebanon Pke	Nashville TN	Shelf / Enclosure	36.72
6158859988	Coin	State Law Enforcement	3025 Lebanon Pke	Nashville TN	backboard	9.35
6158899723	Coin	Cloverbottom Developmenta	275 Stewarts Ferry Pke	Nashville TN	backboard	8.45
6158899897	Coin	State Law Enforcement	3025 Lebanon Pke	Nashville TN	Shelf / Enclosure	8.35
7312869123	Coin	Dyersburg Welcome Center	4093 Interstate 155 East	Dyersburg TN	Pedestal & enclosure	300.65
7314229069	Coin	I-40 East Rest Area	74 Interstate 40 East	Jackson TN	Pedestal & enclosure	732.00
7314238166	Coin	I-40 West Rest Area	74 Interstate 40 West	Jackson TN	Pedestal & enclosure	727.68

ANI	Phone Type	Location	Address	City State & Zip	Equipment	2008 Revenue
7314278038	Coin	State Of Tennessee	100 Benchmark Pl	Jackson TN	Shelf / Enclosure	159.01
7315845000	Coin	I-40 West Rest Area	5100 Interstate 40 West	Holladay TN	Pedestal & enclosure	1138.46
7315849813	Coin	I-40 East Rest Area	4135 Interstate 40 East	Holladay TN	Pedestal & enclosure	805.98
7315849921	Coin	Nathan Bedford	672 Happy Hollow Rd	Camden TN	Pedestal & enclosure	8.15
7316429949	Coin	Paris Landing State Park	435 Bridgeview Rd	Buchanan TN	Shelf / Enclosure	74.26
7316449044	Coin	Paris Landing State Park	605 Bridgeview R	Buchanan TN	backboard	18.11
7316449600	Coin	Paris Landing State Park	400 Lodge Rd	Buchanan TN	Shelf / Enclosure	151.65
7316449609	Coin	Paris Landing State Park	70 Campground Rd	Buchanan TN	backboard	33.61
7316458093	Coin	Big Hill Pond State Park	1435 John Howell Rd	Pocahontas TN	Shelf / Enclosure	8.10
7316589117	Coin	Chickasaw State Park	2140 La*Joie Rd	Medon TN	backboard	18.48
7316589196	Coin	Western Mental Health	11100 Highway 64	Bolivar TN	backboard	550.89
7316589803	Coin	W Mental Hlth Luton Hall	11100 Highway 64	Bolivar TN	backboard	8.05
7316589806	Coin	Western Mental Health	11100 Highway 64	Bolivar TN	Shelf / Enclosure	190.49
7316589813	Coin	Western Mental Health	11100 Highway 64	Bolivar TN	Shelf / Enclosure	4825.90
7316890337	Coin	Pickwick Landing State Pa	60 Winfield Ln	Adamsville TN	backboard	9.15
7316890346	Coin	Pickwick Landing State Pa	220 Playground Loop	Adamsville TN	Shelf / Enclosure	111.11
7316890436	Coin	Pickwick Landing State Pa	220 Playground Loop	Adamsville TN	Shelf / Enclosure	11.45
7316890438	Coin	Pickwick Landing State Pa	465 Marina Way	Adamsville TN	backboard	11.75
7316890486	Coin	Pickwick Landing State Pa	855 Hardin Dock Rd	Adamsville TN	backboard	26.55
7317389112	Coin	West TN High Security Fac	521 Green Chapel Rd	Henning TN	Shelf / Enclosure	36.61
7317389130	Coin	Lauderdale Rest Area	7344 Highway 51 S	Henning TN	Pedestal & enclosure	322.80
7317727631	Coin	State of TN Dept of Safet	50 I-40 W	Stanton TN	Full Booth	49.14
7317728016	Coin	Tenn PSC I-40	50 I-40 W	Stanton TN	Full Booth	66.57
7319679170	Coin	Natchez Trace State Park	100 Pin Oak Rd	Wildersville TN	backboard	88.31
7319680725	Coin	Natchez Trace State Park	24053 Natchez Trace Rd	Wildersville TN	backboard	9.60
7319685167	Coin	Natchez Trace State Park	818 Cabin Rd	Wildersville TN	Full Booth	11.85
7319688386	Coin	Natchez Trace State Park	20296 Nathcez Trace Rd	Wildersville TN	backboard	11.35
7319689139	Coin	Natchez Trace State Park	567 Pin Oak Lodge Ln	Wildersville TN	backboard	110.88
7319689150	Coin	Natchez Trace State Park	100 Pin Oak Rd	Wildersville TN	backboard	7.90
7319689160	Coin	Natchez Trace State Park	24323 Natchez Trace Rd	Wildersville TN	Shelf / Enclosure	12.20
7319689181	Coin	Natchez Trace State Park	22420 Natchez Trace Rd	Yuma TN	Shelf / Enclosure	6.95
7319892504	Coin	Chickasaw State Park	155 Campground Rd	Henderson TN	Pedestal & enclosure	6.90
7319892507	Coin	Chickasaw State Park	120 Cabin Ln	Henderson TN	Pedestal & enclosure	69.53
7319899906	Coin	Chickasaw State Park	660 Campground Rd	Henderson TN	backboard	52.25
8653978142	Coin	TDOT Rest Area	419 I-40 West	Dandridge TN	backboard	1061.09
8653979932	Coin	TDOT Rest Area	419 I-40 East	Dandridge TN	backboard	1257.60
8653979963	Coin	Mountain View Youth	809 Peal Ln	Dandridge TN	backboard	5.75
8654262402	Coin	Norris Dam State Park	125 Village Green Cir	Lake City TN	backboard	23.60
8654269448	Coin	Norris Dam State Park	785 Andrews Ridge Road	Lake City TN	backboard	50.14
8654269913	Coin	Norris Dam State Park	651 Village Green Dr	Lake City TN	backboard	11.95
8654949928	Coin	Norris Dam State Park	220 Lakeside Loop	Lake City TN	backboard	29.65

ANI	Phone Type	Location	Address	City State & Zip	Equipment	2008 Revenue
8655239694	Coin	Dept Of Public Safety	7320 Region Ln	Knoxville TN	backboard	86.63
8655889123	Coin	Lakeshore Mental Health	5908 Lyons View Pke	Knoxville TN	backboard	11.45
8655889267	Coin	Lakeshore Mental Health	5908 Lyons View Pke	Knoxville TN	backboard	5.60
8656749941	Coin	TDOT Rest Area	2 I-81 South	White Pine TN	backboard	734.79
8659929194	Coin	Big Ridge State Park	1015 Big Ridge Park Rd	Maynardville TN	backboard	166.02
9013329876	Coin	Memphis I-55 Welcome Cent	3910 S Interstate 55	Memphis TN	Pedestal & enclosure	687.69
9015238534	Coin	Memphis I-40 Welcome Cent	119 North Riverside Dr	Memphis TN	Pedestal & enclosure	1376.21
9017859800	Coin	Fuller State Park Golf Cl	1400 Pavillion Dr	Memphis TN	backboard	5.55
9017859892	Coin	T. O. Fuller State Park	1915 Indian Village Rd	Memphis TN	backboard	81.13
9018679112	Coin	Arlington Development	11293 Memphis-Arlington Rd	Arlington TN	backboard	5.30
9018679118	Coin	Arlington Development	11293 Memphis-Arlington Rd	Arlington TN	backboard	9.75
9018679151	Coin	Arlington Development	11293 Memphis-Arlington Rd	Arlington TN	backboard	5.25
9018679157	Coin	Arlington Development	11293 Memphis-Arlington Rd	Arlington TN	backboard	5.25
9018679158	Coin	Arlington Development	11293 Memphis-Arlington Rd	Arlington TN	backboard	143.76
9018679182	Coin	Arlington Development	11293 Memphis-Arlington Rd	Arlington TN	backboard	16.98
9018679626	Coin	Arlington Development	11293 Memphis-Arlington Rd	Arlington TN	backboard	5.20
9018763590	Coin	Meeman-Shelby Forest	1100 Organized Camp Rd	Millington TN	Shelf / Enclosure	11.65
9018763591	Coin	Meeman-Shelby Forest	300 Poplar Tree Lake#2 Rd	Millington TN	backboard	137.61
9018763592	Coin	Meeman-Shelby Forest	910 Riddick Rd	Millington TN	Pedestal & enclosure	69.96
9018763593	Coin	Meeman-Shelby Forest	361 Grassy Lake Rd	Millington TN	backboard	47.24
9018763594	Coin	Meeman-Shelby Forest	661 Museum Rd	Millington TN	backboard	152.51
9018763595	Coin	Meeman-Shelby Forest	579 Riddick Rd	Millington TN	backboard	304.68
9313649385	Coin	Henry Horton State Park	4209 Nashville Hwy	Chapel Hill TN	backboard	13.26
9313649387	Coin	Henry Horton State Park	4209 Nashville Hwy	Chapel Hill TN	backboard	11.50
9314321140	Coin	Burgess Falls State Natur	4000 Burgess Falls Drive	Sparta TN	Pedestal & enclosure	30.63
9314564631	Coin	I 40 West Rest Area	Interstate 40 West	Crossville TN	Pedestal & enclosure	715.25
9314565247	Coin	Cumberland MTN State Park	24 Office Dr	Crossville TN	Pedestal & enclosure	5.15
9314689265	Coin	Ardmore Welcome Ctr	3 Interstate 65 North	Ardmore TN	Shelf / Enclosure	576.78
9315529646	Coin	Clarksville Welcome Cente	1700 Interstate 24 East	Clarksville TN	Shelf / Enclosure	688.92
9316763646	Coin	South Central Correctiona	555 W 3Rd St	Clifton TN	Shelf / Enclosure	86.81
9316763727	Coin	St Of TN-Wayne County Boo	245 Carroll Rd	Clifton TN	Pedestal & enclosure	143.76
9316863416	Coin	Rock Island State Park	82 Beach Rd	Rock Island TN	Pedestal & enclosure	95.96
9316863417	Coin	Rock Island State Park	82 Beach Rd	Rock Island TN	Pedestal & enclosure	273.51
9316863425	Coin	Rock Island State Park	82 Beach Rd	Rock Island TN	backboard	40.31
9316922057	Coin	So. Cumberland Recreation	1 Stone Door Rd	Monteagle TN	backboard	68.37
9317070086	Coin	Cumberland MTN State Park	24 Office Dr	Crossville TN	Pedestal & enclosure	5.15
9317071665	Coin	Cumberland MTN State Park	24 Office Dr	Crossville TN	Pedestal & enclosure	27.17
9317077008	Coin	Cumberland MTN State Park	24 Office Dr	Crossville TN	Pedestal & enclosure	256.89
9317077868	Coin	I 40 East Rest Area	Interstate 40 East	Crossville TN	Pedestal & enclosure	627.46
9317289241	Coin	State of TN Dept of Safet	4610 Interstate 24	Manchester TN	Full Booth	17.34
9317289330	Coin	Old Stone Fort State Park	154 Campground Ln	Manchester TN	Pedestal & enclosure	26.54

ANI	Phone Type	Location	Address	City State & Zip	Equipment	2008 Revenue
9317289399	Coin	State of TN Dept of Safet	4611 Interstate 24	Manchester TN	Full Booth	46.07
9317628852	Coin	Davy Crockett State Park	1300 W Gaines St	Lawrenceburg TN	backboard	17.49
9317629900	Coin	Davy Crockett State Park	1300 W Gaines St	Lawrenceburg TN	Pedestal & enclosure	82.88
9318231242	Coin	Standing Stone State Park	1674 Standing Stone Park Hwy	Hilham TN	Pedestal & enclosure	123.76
9318231243	Coin	Standing Stone State Park	523 Beach Rd	Hilham TN	backboard	15.56
9318581311	Coin	Edgar Evins State Park	1630 Edgar Evins State Park Rd	Silver Point TN	Pedestal & enclosure	5.10
9318581325	Coin	Edgar Evins State Park	1630 Edgar Evins State Park Rd	Silver Point TN	backboard	47.22
9318581330	Coin	Edgar Evins State Park	1630 Edgar Evins State Park Rd	Silver Point TN	backboard	16.96
9318793816	Coin	Pickett State Park	4465 Pickett Park Hwy	Jamestown TN 38556	backboard	95.06
9318793822	Coin	Pickett State Park	4465 Pickett Park Hwy	Jamestown TN 38556	backboard	517.63
9319244233	Coin	Monteagle Rest Area	I-24East	Monteagle TN	Pedestal & enclosure	830.06
9319244238	Coin	Monteagle Rest Area	Interstate 24 West	Monteagle TN	Pedestal & enclosure	623.74
9319679824	Coin	Tims Ford State Park	300 Campground Cir	Winchester TN	Shelf / Enclosure	20.57
9319679836	Coin	Tims Ford State Park	570 Tims Ford Dr	Winchester TN	Shelf / Enclosure	25.71
9319679837	Coin	Tims Ford State Park	1290 Tims Ford Dr	Winchester TN	Pedestal & enclosure	9.80
9319689659	Coin	Tims Ford State Park	465 Fairview Campground Rd	Winchester TN	backboard	24.76



**STATE OF TENNESSEE
DEPARTMENT OF FINANCE AND ADMINISTRATION**

**REQUEST FOR PROPOSALS
FOR
PAYPHONE SERVICES**

RFP # 31701-03021

RFP CONTENTS

SECTIONS:

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

ATTACHMENTS:

- 6.1. Proposal Statement of Certifications & Assurances**
- 6.2. Technical Proposal & Evaluation Guide**
- 6.3. Cost Proposal & Scoring Guide**
- 6.4. Reference Questionnaire**
- 6.5. Proposal Score Summary Matrix**
- 6.6. *Pro Forma* Contract**
 - Contract Attachment A: Attestation Re: Personnel Used in Contract Performance**
 - Contract Attachment B: Payphone List**

1. INTRODUCTION

The State of Tennessee, Department of Finance and Administration, hereinafter referred to as "the State," has issued this Request for Proposals (RFP) to define minimum service requirements; solicit proposals; detail proposal requirements; and, outline the State's process for evaluating proposals and selecting a contractor to provide the needed service.

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

1.1. Statement of Procurement Purpose

The State intends to secure a contract for a statewide, turnkey payphone services prime Contractor who may have subcontractors to engineer, provide, install, and maintain pay phones/stations including Telecommunications Device for the Deaf (TDD), local service, intra Local Access Transport Area (LATA) and interLATA long distance service, directory assistance, operator assistance and maintenance.

Note that joint venture arrangements formed less than six (6) months from the release of this RFP are not permitted under this procurement. If the Proposer is a joint venture, the Proposer shall assign one point-of-contact to service the State's needs under this Contract.

In the past, pay phones have been viewed as profit making services. Cell phone technology has significantly reduced pay phone usage, rendering many locations that once were profitable, now liabilities. **Over one-half of State payphones are located in rural, non AT&T areas.** While some State payphones may be considered profitable, they are the minority. The State seeks a stable contract for payphone services that will last beyond the changing industry and the falling revenues.

Safety and visitor accommodation needs dictate pay phone presence at many State locations that are no longer profitable. Payphones will not be removed based on profitability. Year 2008 revenue is provided in Contract Attachment B, Payphone List; however, ongoing revenue is not guaranteed.

The Contractor shall provide enclosures, concrete pads, poles, pedestals, light fixtures, light bulbs and bear the full cost of installation and maintenance of alternating current (AC) electrical service from the State provided outlet located nearby to the payphone site required for the lighting of enclosures as required. The Contractor shall also bear full cost and responsibility for the operation of TDD. The anticipated start date of the contract is February 12, 2010. It is the desire of the State that by March 13, 2010, all locations and equipment listed in Contract Attachment B, Payphone List, will be installed under the contract pursuant to this RFP.

Contract Attachment B, Payphone List, is a listing of all known State payphone locations, equipment installed, and Year 2008 revenue. With this contract, the State may choose to disconnect any or all of its existing payphones. Disconnection of State payphones will be determined by the State, not the Contractor. Upon contract initiation, the Contractor must verify with the State if additional locations have been added, or if locations have been deleted from Contract Attachment B.

All Proposers must be presently authorized to operate a payphone service within the State of Tennessee prior to submission of a proposal and shall furnish their Tennessee Regulatory Authority (TRA) Authorization Number and provide a copy of the same authorization in their proposal.

All installations and services proposed under this RFP must meet fully the rules of the Tennessee Regulatory Authority, Division of Public Utilities, Chapter 1220-4-2, Regulations for Telephone Companies. These regulations can be found on the Internet at www.state.tn.us. Go to the Directories and select A to Z Departments and Agencies. Page through this directory and select Tennessee Regulatory Authority (TRA). At the TRA homepage, select TRA Rules; page down to 1220-4-2 and select these rules.

At the present time, the payphones installed at State locations are “smart payphones”. The State's end-users of payphones are accustomed to the look, feel, and quality level of established smart payphones. Any existing payphone equipment (signs, lights, sets, enclosures, etc.) that is replaced as a result of this RFP shall be replaced with equipment of comparable function and appearance (i.e., flush mount replaced by flush mount; TDD with TDD). The Proposer must receive approval from the State of all field equipment and prior authorization from the State for changes, moves, adds and deletes of equipment. Existing payphone services for the State are provided by Interstate Telecommunications (Interstate). See the following State's website for a copy of the Interstate contract:

<http://www.tn.gov/finance/oir/pcm/rfps.html> .

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

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

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

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

1.3. **Nondiscrimination**

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

1.4. **RFP Communications**

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

RFP # 31701-03021

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

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

Mitzi Hale, Procurement and Contract Management
Tennessee Department of Finance and Administration
Wm Snodgrass Tennessee Tower, 17th Floor
312 Rosa L. Parks Avenue
Nashville, TN 37243-1102
Phone: 615-741-3735
Fax: 615-741-6164
Mitzi.Hale@tn.gov

1.4.2.2. Notwithstanding the foregoing, potential proposers may contact:

- a. staff of the Governor's Office of Diversity Business Enterprise for assistance available to minority-owned, women-owned, and small businesses as well as general, public information relating to this RFP; and
- b. the following individual designated by the State to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and associated federal regulations:

Greg Spradley
Senior Management Consultant
Tennessee Department of Finance & Administration
Office of Consulting Services
312 Rosa L. Parks Avenue, Suite 1200
Nashville, Tennessee 37243
Phone: 615.253.8703
Fax: 615.532.1892
Greg.Spradley@tn.gov
http://www.state.tn.us/finance/rds/consulting_services_home.html

- 1.4.3. Only the State's official, written responses and communications will be binding with regard to this RFP. The State will consider oral communications of any type to be unofficial and non-binding.
- 1.4.4. Potential proposers must ensure that the State receives all written comments, including questions and requests for clarification, no later than the Written Comments Deadline detailed in the RFP Section 2, Schedule of Events.
- 1.4.5. Proposers must assume the risk of the method of dispatching any communication or proposal to the State. The State assumes no responsibility for delays or delivery failures resulting from the method of dispatch. Actual or digital "postmarking" of a communication or proposal to the State by a specified deadline date will not substitute for the State's actual receipt of a communication or proposal.
- 1.4.6. The State will convey all official responses and communications related to this RFP to the potential proposers from whom the State has received a Notice of Intent to Propose (refer to RFP Section 1.8.).
- 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.
- 1.4.8. The State reserves the right to determine, at its sole discretion, the appropriate and adequate responses to written comments, questions, and requests related to this RFP. The State's official, written responses will constitute an amendment of this RFP.
- 1.4.9. Any data or factual information provided by the State (in this RFP, an RFP amendment or any other communication relating to this RFP) is for informational purposes only. The State will make reasonable efforts to ensure the accuracy of such data or information, however it is within the discretion of Proposers to independently verify any information before relying thereon.

1.5. **Assistance to Proposers With a Disability**

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

1.6. Proposer Required Review & Waiver of Objections

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

1.7. Pre-Proposal Conference

A Pre-Proposal Conference will be held at the time and date detailed in the RFP Section 2, Schedule of Events. Pre-Proposal Conference attendance is not mandatory, and potential proposers may be limited to a maximum number of attendees depending upon overall attendance and space limitations.

The conference will be held at:

Tennessee Department of Finance & Administration
William R. Snodgrass Tennessee Tower
3rd Floor – The Montgomery Room
312 Rosa L. Parks Avenue
Nashville, Tennessee 37243

Telephone: 615-741-3735

Please enter the building on the Seventh Avenue side (adjacent to War Memorial Plaza). Check in at the security desk. Arrive early as you must show a photo ID and receive a visitor's badge. Proceed past the Security Desk and enter the wooden doors on the right into The Training Center where the Montgomery Room is located.

The purpose of the conference is to discuss the RFP scope of services. The State will entertain questions, however potential proposers must understand the State's response to any question at the Pre-Proposal Conference to be tentative and non-binding. Potential proposers should submit questions concerning the RFP in writing and must submit them prior to the Written Comments Deadline date detailed in the RFP Section 2, Schedule of Events. The State will send the official response to questions to potential proposers as indicated in RFP Section 1.4.6 and on the date detailed in the RFP Section 2, Schedule of Events.

1.8. Notice of Intent to Propose

Before the Notice of Intent to Propose Deadline detailed in the RFP Section 2, Schedule of Events, potential proposers should submit to the RFP Coordinator a Notice of Intent to Propose (in the form of a simple e-mail or other written communication). Such notice should include the following information:

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

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

1.9. **Proposal Deadline**

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

2. RFP SCHEDULE OF EVENTS

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

EVENT	TIME (central time zone)	DATE (all dates are state business days)
1. RFP Issued		November 23, 2009
2. Disability Accommodation Request Deadline	2:00 p.m.	November 30, 2009
3. Pre-proposal Conference	1:00 p.m.	December 1, 2009
4. Notice of Intent to Propose Deadline	2:00 p.m.	December 2, 2009
5. Written "Questions & Comments" Deadline	2:00 p.m.	December 8, 2009
6. State Response to Written "Questions & Comments"		December 18, 2009
7. Proposal Deadline	2:00 p.m.	January 4, 2010
8. State Completion of Technical Proposal Evaluations		January 15, 2010
9. State Opening & Scoring of Cost Proposals	2:00 p.m.	January 19, 2010
10. State Evaluation Notice Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	January 20, 2010
11. Contract Signing		February 1, 2010
12. Contractor Contract Signature Deadline	2:00 p.m.	February 8, 2010

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

3. PROPOSAL REQUIREMENTS

3.1. Proposal Form

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

- 3.1.1. **Technical Proposal.** The RFP Attachment 6.2., Technical Proposal & Evaluation Guide details specific requirements for making a Technical Proposal in response to this RFP. The guide includes mandatory requirement items, general qualifications and experience items, and technical qualifications, experience, and approach items all of which must be addressed with a written response and, in some instances, additional documentation.

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

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

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

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

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

3.2. Proposal Delivery

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

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

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

“RFP # 31701-03021 TECHNICAL PROPOSAL ORIGINAL”

and five (5) copies of the Technical Proposal each in the form of one (1) digital document in “PDF” format properly recorded on its own otherwise blank, standard CD-R recordable disc labeled:

“RFP # 31701-03021 TECHNICAL PROPOSAL COPY”

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

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

“RFP # 31701-03021 COST PROPOSAL ORIGINAL”

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

“RFP # 31701-03021 COST PROPOSAL COPY”

In the event of a discrepancy between the original Cost Proposal document and the digital copy, the original, signed document will take precedence.

3.2.3. A Proposer must separate, seal, package, and label the documents and discs for delivery as follows.

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

“DO NOT OPEN... RFP # 31701-03021 TECHNICAL PROPOSAL FROM [PROPOSER LEGAL ENTITY NAME]”

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

“DO NOT OPEN... RFP # 31701-03021 COST PROPOSAL FROM [PROPOSER LEGAL ENTITY NAME]”

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

“RFP # 31701-03021 SEALED TECHNICAL PROPOSAL & SEALED COST PROPOSAL FROM [PROPOSER LEGAL ENTITY NAME]”

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

Mitzi Hale, RFP Coordinator
Tennessee Department of Finance and Administration
Wm Snodgrass Tennessee Tower, **17th Floor**
312 Rosa L. Parks Avenue
Nashville, TN 37243-1102

3.3. Proposal & Proposer Prohibitions

- 3.3.1. A proposal must not include the Proposer’s own contract terms and conditions. If a proposal contains such terms and conditions, the State, at its sole discretion, may determine the proposal to be a non-responsive counteroffer and reject it.
- 3.3.2. A proposal must not restrict the rights of the State or otherwise qualify either the offer to deliver services as required by this RFP or the Cost Proposal. If a proposal restricts the rights of the State or otherwise qualifies either the offer to deliver services as required by this RFP or the Cost Proposal, the State, at its sole discretion, may determine the proposal to be a non-responsive counteroffer and reject it.
- 3.3.3. A proposal must not propose alternate services (*i.e.*, offer services different from those requested and required by this RFP). The State will consider a proposal of alternate services to be non-responsive and reject it.
- 3.3.4. A Cost Proposal must not result from any collusion between Proposers. The State will reject any Cost Proposal that was not prepared independently without collusion, consultation, communication, or agreement with any other Proposer. Regardless of the time of detection, the State will consider any such actions to be grounds for proposal rejection or contract termination.
- 3.3.5. A Proposer must not provide, for consideration in this RFP process or subsequent contract negotiations, incorrect information that the Proposer knew or should have known was materially incorrect. If the State determines that a Proposer has provided such incorrect information, the State will deem the Proposer’s proposal non-responsive and reject it.
- 3.3.6. A Proposer must not submit more than one Technical Proposal and one Cost Proposal in response to this RFP. If a Proposer submits more than one Technical Proposal or more than one Cost Proposal, the State will deem all of the proposals non-responsive and reject them.
- 3.3.7. A Proposer must not submit a proposal as a prime contractor while also permitting one or more other Proposers to offer the Proposer as a subcontractor in their own proposals. Such may result in the disqualification of all Proposers knowingly involved. This restriction does not, however, prohibit different Proposers from offering the same subcontractor as a part of their proposals (provided that the subcontractor does not also submit a proposal as a prime contractor).

3.3.8. A Proposer must not be (and the State will not award a contract to):

- a. an individual who is, or within the past six months has been, an employee or official of the State of Tennessee;
- b. a company, corporation, or any other contracting entity in which an ownership of two percent (2%) or more is held by an individual who is, or within the past six months has been, an employee or official of the State of Tennessee (this will not apply either to financial interests that have been placed into a "blind trust" arrangement pursuant to which the employee does not have knowledge of the retention or disposition of such interests or to the ownership of publicly traded stocks or bonds where such ownership constitutes less than 2% of the total outstanding amount of the stocks or bonds of the issuing entity);
- c. a company, corporation, or any other contracting entity which employs an individual who is, or within the past six months has been, an employee or official of the State of Tennessee in a position that would allow the direct or indirect use or disclosure of information, which was obtained through or in connection with his or her employment and not made available to the general public, for the purpose of furthering the private interest or personal profit of any person; or,
- d. any individual, company, or other entity involved in assisting the State in the development, formulation, or drafting of this RFP or its scope of services (such person or entity being deemed by the State as having information that would afford an unfair advantage over other Proposers).

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

3.4. **Proposal Errors & Revisions**

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

3.5. **Proposal Withdrawal**

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

3.6. **Proposal of Additional Services**

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

NOTICE: If a Proposer fails to submit a Cost Proposal exactly as required, the State will deem the proposal non-responsive and reject it.

3.7. **Proposal Preparation Costs**

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

4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS

4.1. RFP Amendment

The State reserves the right to amend this RFP at any time, provided that it is amended in writing. However, prior to any such amendment, the State will consider whether it would negatively impact the ability of potential proposers to meet the proposal deadline and revise the RFP Schedule of Events if deemed appropriate. If an RFP amendment is issued, the State will convey it to potential proposers who submitted a Notice of Intent to Propose (refer to RFP Section 1.8.). A proposal must respond, as required, to the final RFP (including its attachments) as may be amended.

4.2. RFP Cancellation

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

4.3. State Right of Rejection

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

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

4.4. Assignment & Subcontracting

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

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

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

4.4.4. The Contractor resulting from this RFP may only substitute another subcontractor for a proposed subcontractor at the discretion of the State and with the State's prior, written approval.

4.4.5. Notwithstanding any State approval relating to subcontracts, the Contractor resulting from this RFP will be the prime contractor and will be responsible for all work under the Contract.

4.5. Right to Refuse Personnel

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

4.6. Insurance

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

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

4.7. **Licensure**

- 4.7.1. All persons, agencies, firms, or other entities that provide legal or financial opinions, which a Proposer provides for consideration and evaluation by the State as a part of a proposal in response to this RFP, shall be properly licensed to render such opinions.
- 4.7.2. Before the Contract resulting from this RFP is signed, the apparent successful Proposer (and Proposer employees and subcontractors, as applicable) must hold all necessary, appropriate business and professional licenses to provide service as required. The State may require any Proposer to submit evidence of proper licensure.

4.8. **Disclosure of Proposal Contents**

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

4.9. **Contract Approval and Contract Payments**

- 4.9.1. This RFP and its contractor selection processes do not obligate the State and do not create rights, interests, or claims of entitlement in either the Proposer with the apparent best-evaluated proposal or any other Proposer. State obligations pursuant to a contract award shall commence only after the contract is signed by the State agency head and the Contractor and after the Contract is approved by all other state officials as required by applicable laws and regulations.
- 4.9.2. No payment will be obligated or made until the relevant Contract is approved as required by applicable statutes and rules of the State of Tennessee.
 - 4.9.2.1. The State shall not be liable for payment of any type associated with the Contract resulting from this RFP (or any amendment thereof) or responsible for any work done by the Contractor, even work done in good faith and even if the Contractor is orally directed to proceed with the delivery of services, if it occurs before the Contract start date or after the Contract end date.
 - 4.9.2.2. All payments relating to this procurement will be made in accordance with the Payment Terms and Conditions of the Contract resulting from this RFP (refer to RFP Attachment 6.6., *Pro Forma* Contract, Section C).
 - 4.9.2.3. If any provision of the Contract provides direct funding or reimbursement for the competitive purchase of services or items to be delivered to the State as a component of contract performance or otherwise provides for the reimbursement of specified, actual costs, the State will employ all reasonable means and will require all such documentation

that it deems necessary to ensure that such purchases were competitive and costs were reasonable, necessary, and actual. The Contractor shall provide reasonable assistance and access related to such review. Further, the State shall not remit, as funding or reimbursement pursuant to such provisions, any amount(s) which it determines did not result from a reasonably competitive purchase or do not represent reasonable, necessary, and actual costs.

4.10. Contractor Performance

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

4.11. Contract Amendment

During the course of a Contract pursuant to this RFP, the State may request the Contractor to perform additional work within the general scope of the Contract and this RFP, but beyond the specified scope of service, and for which the Contractor may be compensated. In such instances, the State will provide the Contractor a written description of the additional work. The Contractor must respond to the State with a time schedule for accomplishing the additional work and a price for the additional work based on the rates included in the Contractor's proposal to this RFP. If the State and the Contractor reach an agreement regarding the work and associated compensation, such agreement must be effected by means of a Contract Amendment. Further, any such amendment requiring additional work must be signed by both the State agency head and the Contractor and must be approved by other state officials as required by applicable statutes and rules of the State of Tennessee. The Contractor must not commence additional work until the State has issued a written Contract Amendment with all required approvals.

4.12. Severability

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

5. PROPOSAL EVALUATION & CONTRACT AWARD

5.1. Evaluation Categories & Maximum Points

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

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

5.2. Evaluation Process

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

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

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

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

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

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

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

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

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

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

5.3. **Contract Award Process**

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

5.3.2. The procuring agency head will determine the apparent best-evaluated proposal. (To effect a contract award to a Proposer other than the one receiving the highest evaluation process score, the head of the procuring agency must provide written justification and obtain the written approval of the Commissioner of Finance and Administration and the Comptroller of the Treasury.)

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

5.3.4. The State will issue an Evaluation Notice identifying the apparent best-evaluated proposal and make the RFP files available for public inspection at the time and date specified in the RFP Section 2, Schedule of Events.

NOTICE: The Evaluation Notice shall not create rights, interests, or claims of entitlement in either the Proposer with apparent best-evaluated proposal or any other Proposer.

5.3.5. The Proposer identified as offering the apparent best-evaluated proposal must sign a contract drawn by the State pursuant to this RFP. The contract shall be substantially the same as the RFP Attachment 6.6., *Pro Forma* Contract. The Proposer must sign said contract no later than the Contract Signature by Contractor Deadline detailed in the RFP Section 2, Schedule of Events. If the Proposer fails to provide the signed contract by the deadline, the State may determine that the Proposer is non-responsive to this RFP and reject the proposal.

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

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

RFP # 31701-03021 PROPOSAL STATEMENT OF CERTIFICATIONS AND ASSURANCES

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

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

1. The Proposer will comply with all of the provisions and requirements of the RFP.
2. The Proposer will provide all services as defined in the Scope of Services of the RFP Attachment 6.6., *Pro Forma Contract* for the total contract period.
3. The Proposer accepts and agrees to all terms and conditions set out in the RFP Attachment 6.6., *Pro Forma Contract*.
4. The Proposer acknowledges and agrees that a contract resulting from the RFP shall incorporate, by reference, all proposal responses as a part of the contract.
5. The Proposer will comply with:
 - (a) the laws of the State of Tennessee;
 - (b) Title VI of the federal Civil Rights Act of 1964;
 - (c) Title IX of the federal Education Amendments Act of 1972;
 - (d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government; and,
 - (e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government.
6. To the knowledge of the undersigned, the information detailed within the proposal submitted in response to the RFP is accurate.
7. The proposal submitted in response to the RFP was independently prepared, without collusion, under penalty of perjury.
8. No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the RFP or any resulting contract.
9. Both the Technical Proposal and the Cost Proposal submitted in response to the RFP shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract pursuant to the RFP.

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

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

SIGNATURE:

PRINTED NAME & TITLE:

DATE:

PROPOSER LEGAL ENTITY NAME:

PROPOSER FEDERAL EMPLOYER IDENTIFICATION NUMBER (or SSN):

TECHNICAL PROPOSAL & EVALUATION GUIDE

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

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

PROPOSER LEGAL ENTITY NAME:			
Proposal Page # (Proposer completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		The Proposal must be delivered to the State no later than the Proposal Deadline specified in the RFP Section 2, Schedule of Events.	
		The Technical Proposal and the Cost Proposal documentation must be packaged separately as required (refer to RFP Section 3.2., <i>et. seq.</i>).	
		The Technical Proposal must NOT contain cost or pricing information of any type.	
		The Technical Proposal must NOT contain any restrictions of the rights of the State or other qualification of the proposal.	
		A Proposer must NOT submit alternate proposals.	
		A Proposer must NOT submit multiple proposals in different forms (as a prime and a sub-contractor).	
	A.1.	Provide the Proposal Statement of Certifications and Assurances (RFP Attachment 6.1.) completed and signed by an individual empowered to bind the Proposer to the provisions of this RFP and any resulting contract. The document must be signed without exception or qualification.	
	A.2.	Provide a statement, based upon reasonable inquiry, of whether the Proposer or any individual who shall perform work under the contract has a possible conflict of interest (<i>e.g.</i> , employment by the State of Tennessee) and, if so, the nature of that conflict. NOTE: Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to cancel any award.	
	A.3.	Provide a current bank reference indicating that the Proposer's business relationship with the financial institution is in positive standing. Such reference must be written in the form of a standard business letter, signed, and dated within the past three (3) months.	
	A.4.	Provide two current positive credit references from vendors with which the Proposer has done business written in the form of standard business letters, signed, and dated within the past three (3) months.	
	A.5.	Provide the Proposer's Tennessee Regulatory Authority (TRA) Authorization Number and a copy of the authorization itself.	
	A.6.	<u>NOTE: Joint venture arrangements formed less than six (6) months from the release of this RFP are not permitted under this procurement.</u> If the Proposer is a joint venture, provide a statement confirming that the joint	

PROPOSER LEGAL ENTITY NAME:			
Proposal Page # (Proposer completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		venture arrangement was not formed less than six months from the release of this RFP.	
<i>State Use – RFP Coordinator Signature, Printed Name & Date:</i>			

TECHNICAL PROPOSAL & EVALUATION GUIDE

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

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

PROPOSER LEGAL ENTITY NAME:		
Proposal Page # (Proposer completes)	Item Ref.	Section B— General Qualifications & Experience Items
	B.11.	Provide a brief, descriptive statement detailing evidence of the Proposer's ability to deliver the services sought under this RFP (e.g., prior experience, training, certifications, resources, program and quality management systems, etc.).
	B.12.	Provide a narrative description of the proposed project team, its members, and organizational structure along with an organizational chart identifying the key people who will be assigned to accomplish the work required by this RFP, illustrating the lines of authority, and designating the individual responsible for the completion of each service component and deliverable of the RFP.
	B.13.	Provide a personnel roster listing the names of key people who the Proposer will assign to perform duties or services required by this RFP along with the estimated number of hours that each individual will devote to that performance. Follow the personnel roster with a resume for each of the people listed. The resumes must detail the individual's title, education, current position with the Proposer, and employment history.
	B.14.	Provide a statement of whether the Proposer intends to use subcontractors to accomplish the work required by this RFP, and if so, detail: <ul style="list-style-type: none"> (a) the names of the subcontractors along with the contact person, mailing address, telephone number, and e-mail address for each; (b) a description of the scope and portions of the work each subcontractor will perform; <u>and</u> (c) a statement specifying that each proposed subcontractor has expressly assented to being proposed as a subcontractor in the Proposer's response to this RFP.
	B.15.	Provide documentation of the Proposer's commitment to diversity as represented by its business strategy, business relationships, and workforce— this documentation should detail <u>all</u> of the following: <ul style="list-style-type: none"> (a) a description of the Proposer's existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, persons with a disability and small business enterprises; (b) a listing of the Proposer's current contracts with business enterprises owned by minorities, women, persons with a disability and small business enterprises, including the following information: <ul style="list-style-type: none"> (i) contract description and total value (ii) contractor name and ownership characteristics (i.e., ethnicity, sex, disability) (iii) contractor contact and telephone number; (c) an estimate of the level of participation by business enterprises owned by minorities, women, persons with a disability and small business enterprises in a contract awarded to the Proposer pursuant to this RFP, including the following information: <ul style="list-style-type: none"> (i) participation estimate (expressed as a percent of the total contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics — PERCENTAGES ONLY — DO NOT INCLUDE DOLLAR AMOUNTS) (ii) descriptions of anticipated contracts (iii) names and ownership characteristics (i.e., ethnicity, sex, disability) of anticipated subcontractors and supply contractors anticipated; and (d) the percent of the Proposer's total current employees by ethnicity, sex, and disability. <p>NOTE: Proposers that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and sub-contractors. Proposal evaluations will recognize the positive qualifications and experience of a Proposer that does business with enterprises owned by minorities, women, persons with a disability and small business enterprises and that offers a diverse workforce to meet service needs.</p>

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

PROPOSER LEGAL ENTITY NAME:		
Proposal Page # (Proposer completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<p>which is described above, and each reference questionnaire submitted must be completed as required.</p> <ul style="list-style-type: none"> ▪ The State will not review more than the number of required references indicated above. ▪ While the State will base its reference check on the contents of the sealed reference envelopes included in the Technical Proposal package, the State reserves the right to confirm and clarify information detailed in the completed reference questionnaires, and may consider clarification responses in the evaluation of references. ▪ The State is under <u>no</u> obligation to clarify any reference information.
SCORE (for <u>all</u> Section B—Qualifications & Experience Items above): <i>(maximum possible score = 40)</i>		
<i>State Use – Evaluator Identification:</i>		

TECHNICAL PROPOSAL & EVALUATION GUIDE

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

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

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

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

PROPOSER LEGAL ENTITY NAME:					
Proposal Page # (Proposer completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	C.1.	Provide a narrative that illustrates the Proposer's understanding of the State's requirements and project schedule.		5	
	C.2.	Provide a narrative that illustrates how the Proposer will complete the scope of services, accomplish required objectives, and meet the State's project schedule.		15	
	C.3.	Provide a narrative that illustrates how the Proposer will manage the project, ensure completion of the scope of services, and accomplish required objectives within the State's project schedule.		15	
	C.4.	Provide a narrative describing the Proposer's call timing methodology, including minimum and incremental time billing. See Contract Section C.3.c. for details of the required information. The call durations proposed will be transposed into Contract Section C.3.c upon execution of the Contract.		35	
	C.5.	Provide an initial installation conversion plan. The plan will include all locations documented in Contract Attachment B with dates of planned conversion beginning February 12, 2010 and completing by March 13, 2010. Provide also an action plan to put the project back on target should the conversion efforts not keep up with the planned schedule.		30	
<i>The RFP Coordinator will use this sum and the formula below to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.</i>			Total Raw Weighted Score:		
			<i>(sum of Raw Weighted Scores above)</i>		
$\frac{\text{Total Raw Weighted Score}}{\text{Maximum Possible Raw Weighted Score}}$ <i>(i.e., 5 x the sum of item weights above)</i>			X 30 <i>(maximum possible score)</i>		= SCORE:
<i>State Use – Evaluator Identification:</i>					

State Use – RFP Coordinator Signature, Printed Name & Date:

COST PROPOSAL & SCORING GUIDE

NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED

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

DO NOT LEAVE A COST CELL “BLANK.” The State shall deem a Cost Proposal with a “blank” cell as non-responsive and shall reject it.

DO NOT ENTER MORE THAN ONE RATE OR A RANGE OF RATES IN A COST CELL. The State shall deem a Cost Proposal with a cell containing more than one rate or a range of rates as non-responsive and shall reject it.

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

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

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

PROPOSER SIGNATURE:							
PRINTED NAME & TITLE:							
DATE:							
PROPOSER LEGAL ENTITY NAME:							
Cost Item Description	Proposed Cost					Evaluation Factor	Evaluation Cost (cost x factor)
	Year 1 (2/12/10 – 2/11/11)	Year 2 (2/12/11 – 2/11/12)	Year 3 (2/12/12 – 2/11/13)	Year 4 (2/12/13 – 2/11/14)	Year 5 (2/12/14 – 2/11/15)		
Initial Transition / Conversion of Existing State Payphones - Contract Section A.2. The cost to the State, to convert the responsibility for one (1) pre-existing payphone from the Preceding Contractor to the Contractor. (One- time cost per phone converted.)	\$ ___ / per phone	N/A	N/A	N/A	N/A	233	

RFP ATTACHMENT 6.3. (continued)

Cost Item Description	Proposed Cost					Evaluation Factor	Evaluation Cost (cost x factor)
	Year 1 (2/12/10 – 2/11/11)	Year 2 (2/12/11 – 2/11/12)	Year 3 (2/12/12 – 2/11/13)	Year 4 (2/12/13 – 2/11/14)	Year 5 (2/12/14 – 2/11/15)		
<u>Service and Maintenance</u> - Contract Sections A.3 and A.8. The cost to the State to provide phone service, equipment and site maintenance, for one (1) phone for one (1) month. (Recurring monthly cost.)	\$ ___ / per phone, per month	\$ ___ / per phone, per month	\$ ___ / per phone, per month	\$ ___ / per phone, per month	\$ ___ / per phone, per month	4500	
<u>Move/Change Phone Installation</u> - Contract Section A.4. The cost to the State to move or change a phone installation after Initial Conversion (Contract Section A.2) or after Add Payphone (Contract Section A.5). The cost is assessed per Move/Change, per phone. (One-time cost per event.)	\$ ___ / per Move/Change, per phone	\$ ___ / per Move/Change, per phone	\$ ___ / per Move/Change, per phone	\$ ___ / per Move/Change, per phone	\$ ___ / per Move/Change, per phone	10	
<u>Add Payphone</u> - Contract Section A.5. The cost to the State to add one (1) new payphone. (One-time cost per event.)	\$ ___ / per phone	\$ ___ / per phone	\$ ___ / per phone	\$ ___ / per phone	\$ ___ / per phone	10	
<u>Add Telecommunications Device for the Deaf (TDD)</u> - Contract Section A.6. Cost to the State to add one (1) TDD device at a payphone location. (One-time cost per event.)	\$ ___ / per phone per TDD Device	\$ ___ / per phone per TDD Device	\$ ___ / per phone per TDD Device	\$ ___ / per phone per TDD Device	\$ ___ / per phone per TDD Device	5	
<u>Site preparation</u> - Contract Section A.7. Cost to perform any required Site Preparation tasks required for a new phone installation. (One-time cost per installation.)	\$ ___ / per phone per install	\$ ___ / per phone per install	\$ ___ / per phone per install	\$ ___ / per phone per install	\$ ___ / per phone per install	10	
EVALUATION COST AMOUNT (sum of evaluation costs above):							
The RFP Coordinator will use this sum and the formula below to calculate the Cost Proposal Score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.							
lowest evaluation cost amount from all proposals <hr/> evaluation cost amount being evaluated					x 30 (maximum section score)	= SCORE:	
<i>State Use – RFP Coordinator Signature, Printed Name & Date:</i>							

REFERENCE QUESTIONNAIRE

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

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

RFP # 31701-03021 PROPOSAL REFERENCE QUESTIONNAIRE

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

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

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

- complete this questionnaire (either using the form provided or an exact duplicate of this document);
 - sign and date the completed questionnaire;
 - seal the completed, signed, and dated questionnaire in a new standard #10 envelope;
 - sign in ink across the sealed portion of the envelope; and
 - return the sealed envelope containing the completed questionnaire directly to the reference subject.
-

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

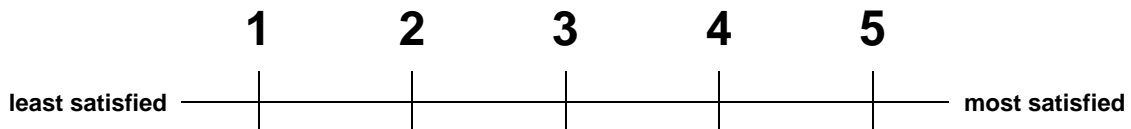
(2) Please provide the following information about the individual completing this reference questionnaire on behalf of the above-named individual, company, organization, or entity.

NAME:	
TITLE:	
TELEPHONE #	
E-MAIL ADDRESS:	

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

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

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



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

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

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

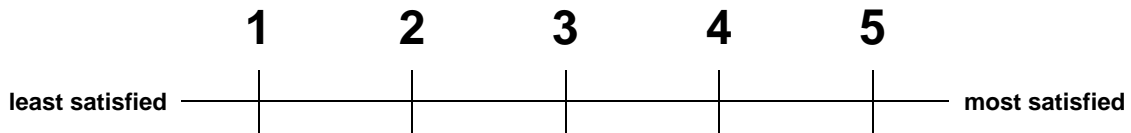
- (7) How satisfied are you with the reference subject's ability to perform based on your expectations and according to the contractual arrangements?

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

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

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

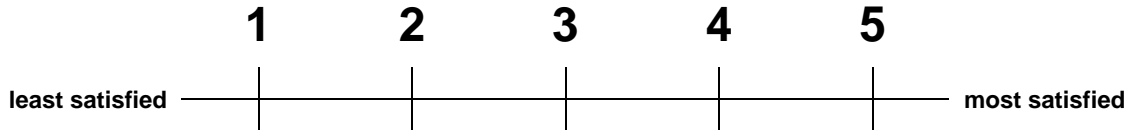
Please respond by circling the appropriate number on the scale below.



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

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

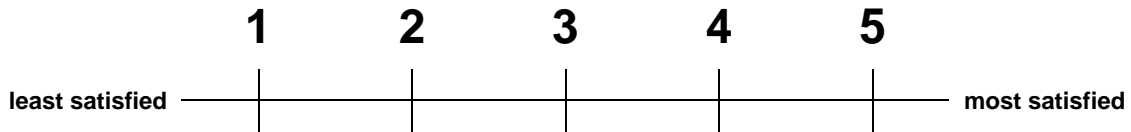
Please respond by circling the appropriate number on the scale below.



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

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

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



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

REFERENCE SIGNATURE:

(by the individual completing this request for reference information)

(must be the same as the signature across the envelope seal)

DATE:

PROPOSAL SCORE SUMMARY MATRIX

	<i>PROPOSER NAME</i>	<i>PROPOSER NAME</i>	<i>PROPOSER NAME</i>
GENERAL QUALIFICATIONS & EXPERIENCE (maximum: 40)			
<i>EVALUATOR NAME</i>			
<i>EVALUATOR NAME</i>			
<i>REPEAT AS NECESSARY</i>			
	AVERAGE:	AVERAGE:	AVERAGE:
TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH (maximum: 30)			
<i>EVALUATOR NAME</i>			
<i>EVALUATOR NAME</i>			
<i>REPEAT AS NECESSARY</i>			
	AVERAGE:	AVERAGE:	AVERAGE:
COST PROPOSAL (maximum: 30)	SCORE:	SCORE:	SCORE:
TOTAL PROPOSAL EVALUATION SCORE: (maximum: 100)			

RFP Coordinator Signature, Printed Name & Date:

RFP # 31701-03021 *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 FINANCE AND ADMINISTRATION
AND
CONTRACTOR NAME**

This Contract, by and between the State of Tennessee, Department of Finance and Administration, hereinafter referred to as the "State" and **CONTRACTOR LEGAL ENTITY NAME**, hereinafter referred to as the "Contractor," is for the provision of payphones and associated services at facilities designated by the State, as further defined in the "SCOPE OF SERVICES."

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

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

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

A. SCOPE OF SERVICES:

A.1. The Contractor shall provide all service and deliverables as required, described, and detailed by this Scope of Services and shall meet all service and delivery timelines specified in the Scope of Services section or elsewhere in this Contract.

A.1.a. General Scope. The Contractor will provide and maintain payphone services at State designated sites. The services shall entail hardware, infrastructure, line and calling features in accordance with the following:

A.2. Transition / Conversion of Existing State Payphones. The Contractor will cooperate to ensure seamless transitions from and to contracts for these same services that come before and after this Contract. Such contracts shall be referred to respectively herein as the "Preceding Contract" and the "Subsequent Contract." See details below for the transition and conversion responsibilities by party:

A.2.a. Minimum Transition / Conversion responsibilities from the Preceding Contract to this Contract:

i. Preceding Contractor's Responsibilities:

- work with the Contractor to transition all service and lines;
- a site visit with equipment documentation;
- lock change (new lock to be provided by the Contractor);
- removal of any Preceding Contractor's signage and logos;
- conversion at each site will be in accordance with Contract Section A.9;
- each site will be left clean, neat and orderly maintaining an attractive environment for users;
- provide payphone service to the State until successful transition to the Contractor;
- transfer all equipment currently in place and ten (10) spare payphones, at no cost, to the Contractor;
- transfer existing line numbers where allowed by the Local Exchange Carrier (LEC).

ii. Contractor's Responsibilities:

- work with the Preceding Contractor to provide uninterrupted service where possible and to orderly and smoothly convert all locations;
- work with the Preceding Contractor to transition all service and lines and to transfer all equipment currently in place;
- a site visit with equipment documentation;

- lock change (new lock to be provided by the Contractor);
- install replacement signage and logos;
- conversion at each site will be in accordance with Contract Section A.9;
- each site will be left clean, neat and orderly maintaining an attractive environment for users.

A.2.b. Minimum Transition / Conversion responsibilities from this Contract to the Subsequent Contract:

i. Contractor's Responsibilities:

- The Contractor will work with the Subsequent Contractor to provide uninterrupted service where possible and to orderly and smoothly convert all locations
- Beginning eight (8) weeks prior to the end of the contract period, the Contractor must agree, at no cost, to provide the same transition services and transfer of all installed and spare equipment and services to the Subsequent Contractor;
- a site visit with equipment documentation;
- lock change (new lock to be provided by the Subsequent Contractor);
- removal of any Contractor's signage and logos;
- conversion at each site will be in accordance with Contract Section A.9;
- each site will be left clean, neat and orderly maintaining an attractive environment for users;
- provide payphone service to the State until successful transition to the Subsequent Contractor;
- transfer all equipment currently in place and ten (10) spare payphones at no cost to the Subsequent Contractor;
- transfer existing line numbers where allowed by the Local Exchange Carrier (LEC).

ii. Subsequent Contractor's Responsibilities:

- work with the Contractor to provide uninterrupted service where possible and to orderly and smoothly convert all locations;
- work with the Contractor to transition all service and lines and to transfer all equipment currently in place and at no cost;
- a site visit with equipment documentation;
- lock change (new lock to be provided by the Subsequent Contractor);
- install replacement signage and logos;
- conversion at each site will be in accordance with Contract Section A.9;
- each site will be left clean, neat and orderly maintaining an attractive environment for users.

A.2.c. Conversion Deadline. By March 15, 2010, all locations and equipment listed in Contract Attachment B, Payphone List, must be converted by the Contractor.

A.2.d. Payphone Locations and Equipment. Contract Attachment B, Payphone List, is a listing of State payphone locations and equipment installed and revenue for Year 2008. Payphones installed are Protel 8000 sets.

As payphones are disconnected, the Contractor will keep an inventory of not less than ten (10) for future installation at new locations. Equipment removed after ten (10) are in inventory will remain the property of the Contractor and may be reused elsewhere or disposed of by the Contractor. Installation of these reserved State payphones will be considered a move or change.

With this contract, the State may choose to disconnect any or all of its existing payphones. Disconnection of State payphones will be determined by the State, not the Contractor. Upon contract initiation, the Contractor must verify with the State if additional locations have been added, or if locations have been deleted from Contract Attachment B.

A.2.e. Conversion Plan and Site Documentation.

- i. The Contractor will document an initial installation conversion plan. The plan will include all locations and dates of conversion.
- ii. Upon completion of each payphone conversion, the Contractor shall provide written notification to the State which shall include the following:
 - Site Name
 - Site Address
 - Telephone Number (old and new if changed)
 - Activation Date
 - Services Local Exchange Carrier (LEC)/ Local Access Transport Area (LATA) number
 - Type of instrument and list of equipment installed
 - Statement of Adherence that test calls have been placed, completed, and rated properly
 - Statement of Adherence to all applicable Americans with Disabilities Act (ADA) Standards for the location
 - Statement of Adherence to all Federal Communications Commission (FCC) and Tennessee Regulatory Authority (TRA) "information posting" requirements
 - Signature of Authorized Contractor Representative
- iii. If upon determination by the State that the payphone location is found to be non-compliant with the Statements of Adherence (Contract Section A.2.e.ii, above) for test calls and information posting, the Contractor shall be notified and shall have two (2) full business days to bring the location into compliance.

All State payphone locations are believed to be currently in compliance with the Americans with Disabilities Act. If any are found non-compliant, the State shall issue a work request to bring the location into compliance. Work request requirements shall be the same as described in Contract Section A.4.a.

The State can be billed no more than the established move and/or change charge to bring a currently installed location to compliance.

Any and all fines and penalties that may be levied by any governing authority for non-compliance with any Federal, State or local law shall be the responsibility of the Contractor.

A.2.f. The Contractor shall be compensated for the initial transition / conversion of existing payphone locations in accordance with Contract Section C.3.b.

A.3. Service Requirements.

A.3.a. The Contractor will be responsible for maintenance of payphone and Telecommunications Device for the Deaf (TDD) equipment and services and the State shall not be held responsible for any damages inflicted to these devices by the public.

A.3.b. The Contractor's service shall utilize touch-tone signaling and should have amplification with volume controls. The Contractor shall provide callers with control of the keypad throughout the call duration in order to facilitate access to call and voice processing services provided by other sources.

A.3.c. Customer Information. The most current version of Section 64.703 of Title 47 of the Code of Federal Regulations regarding customer information requires the following of the Contractor:

- i. Identify itself, audibly and distinctly, to the user at the beginning of each telephone call and before the user incurs any charge for the call
 - ii. Permit the user to terminate the telephone call at no charge before the call is connected
 - iii. Disclose immediately to the user, upon request and at no charge to the user
 - A quotation of its rates or charges for the call
 - The methods by which such rates or charges will be collected
 - The methods by which complaints concerning such rates, charges, or collection practices will be resolved
 - iv. Post on or near the telephone instrument, in plain view of users:
 - The name, address, and toll-free telephone number of the provider of operator services;
 - A written disclosure that the rates for all operator-assisted calls are available on request, and that users have a right to obtain access to the interLATA or Interstate common carrier of their choice and may contact their preferred Interstate common carriers for information on accessing that carrier's service using that telephone
 - The name and address of the Common Carrier Bureau of the Federal Communications Commission (FCC Common Carrier Bureau; 2025 M Street, N.W; Washington, D.C. 20554), to which the user may direct complaints regarding operator services.
 - A sign stating:

"NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454"
 - v. Each payphone location shall have signage that is ADA compliant.
- A.3.d. Required telephone lines for completion of local calls, access to operator services and completion of long distance calls shall be provided. Full cost of installing, providing and maintaining the telephone line access services to each payphone site shall be the responsibility of the Contractor. Access lines shall be provided on an equal access Primary Interexchange Carrier (PIC) basis and not deny access to other carriers. The Contractor must bear all costs of "PIC" changes, if any, for all public payphone lines.
- A.3.e. At a minimum, callers shall be allowed to place the following types of calls:
- User Dialed Calling Card Station-to-Station
 - User Dialed Calling Card Person-to-Person
 - User Dialed Collect or Third Number Billed Station-to-Station
 - User Dialed Collect or Third Number Billed Person-to-Person
 - Operator Dialed Calling Card Station-to-Station
 - Operator Dialed Collect or Third Number Billed Station-to-Station
 - Operator Dialed Collect or Third Number Billed Person-to-Person

Additionally, the Contractor shall allow callers to place Real Time Rated/Coin Sent Paid (coins deposited in the coin box) calls:

- User Dialed (1 +) Station to Station
- Local

A.3.f. At a minimum, callers shall be allowed to place coin free and free of charge the following types of calls:

- 911 (emergency)
- 0 for live Emergency Operator Assistance
- 1-8XX (toll free)
- 10XXXX
- 950-10XX
- Request for repairs, refunds, rate quotes

No blockage of the above type of calls will be allowed. If the Contractor is found to be blocking any of these free call types, it may be grounds for contract termination.

A.3.g. Real Time/Coin Sent Paid local messages to be placed within the basic local calling area of a payphone location shall be allowed.

Callers shall be allowed to place local messages and bill them Collect, Third Number or Calling Card.

A.3.h. Callers shall be allowed to place Local, intraLATA Directory Assistance calls and interLATA Directory Assistance calls. See Contract Section C.3.e for details on charges for Directory Assistance calls. Callers shall be allowed to bill 0+ calls Third Number and Calling Card with surcharges capped at the applicable AT&T surcharge for the same type call.

A.3.i. IntraLATA Messages. Callers shall be allowed to place intraLATA Messages billed Real Time/Coin Sent Paid, Collect, Third Number Billed or Calling Card.

A.3.j. InterLATA/Intrastate Messages. Callers shall be allowed to place interLATA Intrastate Messages billed, Sent-Paid, Collect, Third Number Billed or Calling Card.

A.3.k. Callers shall be allowed to place Interstate Messages billed Sent-Paid, Collect, Third Number Billed or Calling Card.

A.3.l. Collection of Real-Time/Sent-Paid Charges is detailed in Contract Section C.3.f.

A.3.m. Callers shall be provided with the ability to make station-to-station and person-to-person collect and third number billed calls to anywhere within the United States and its possessions; and to international locations when allowed. The Contractor is encouraged but not required to verbally validate caller's authorization for third number billings in order to discourage fraud and to reduce billing adjustments for unauthorized calls billed to the end user.

The Contractor shall check local exchange carrier (LEC) databases for billed number screening restrictions before each Collect and each Third Number Billed call is completed. The Contractor shall be liable for all costs associated with calls completed to telephone numbers subscribing to these type restrictions. The Contractor shall, upon notification from the billed party, immediately credit the billed party account. Failure on the part of Contractor to check the LEC databases may result in cancellation of this contract and forfeiture of any performance guarantee.

A.3.n. Callers shall be provided the ability to make station-to-station and person-to-person, domestic and international calling card calls. At a minimum, the following calling cards must be accepted:

- Pre-subscribed Interexchange Carrier (IXC)

- Other IXC using 950-10XX or 10XXXX Dialing
- Local Exchange Carriers (LECs)

This does not preclude the Contractor from accepting other credit/calling cards within the terms and conditions of this contract.

The Contractor shall verify every calling card call through LEC databases before completing any calling card call. This same validation must be performed through the appropriate databases for any other type of calling card accepted.

A.3.o. Fraudulent Calls.

The Contractor(s) must hold the State harmless for any costs associated with fraudulent calls originating from payphone stations governed by this contract.

The Contractor shall immediately adjust billed party accounts for fraudulent, unauthorized, or unvalidated calls upon notification from the billed party. The Contractor may then proceed with security/collection activities against the called or calling party as appropriate and as authorized by the governing regulatory body.

A.3.p. If utilizing automated operators, the Contractor shall meet the following requirements:

- i. The Contractor may prompt 0+ callers to select the method of payment (Calling Card, Collect, or Third Number Billed).
- ii. The automated operator must clearly prompt a caller to choose between a person-to-person or a station-to-station call. The automated operator shall prompt a caller for the called party name only after the caller has requested a person-to-person call.
- iii. Automated Collect callers (and Automated Third Number Billed callers if verified by provider) will be prompted to record their name. These callers will be allowed to replay their name and re-record the call, if so desired.
- iv. The automated operator must provide called/billed party acceptance and refusal techniques for Touch-Tone™ and rotary dial called party telephones. Passive acceptance techniques shall not be utilized. The caller's microphone shall be turned off until the call is accepted.
- v. For person-to-person, collect, or third number calls, the called billed party must be provided the "type call" information, and the calling and called/billed party names. On station-to-station collect calls, the called/billed party must be provided with the "type call" information, and the calling party's name. The called/billed party shall be provided a prompted "replay" option of the above information.
- vi. The automated operator shall utilize either speech recognition or touch-tone and rotary pulse detection for acceptance or rejection of the call. If the called party does not provide a required response (positive or negative) within ten (10) seconds, the automated operator may replay the call information, may connect to a live or voice detection operator, or disconnect the call. Under no circumstances shall the automated operator complete the call and bill the proper party without positive acceptance of the call from the called party.
- vii. See Contract Section C.3.g for when billable time begins.
- viii. The Contractor's automated operator shall utilize high quality Digitized Speech for voice prompts and recording playback. The Contractor shall utilize equipment that provides digital audio with the clarity and fidelity comparable to live analog audio.

A.3.q. Transmission Standards.

- i. Sufficient access facilities from the serving wire center to the long distance carrier's POP (Point of Presence) and from the carrier's POP to the Public Switched Network shall be provided to ensure that a P.01 grade of service is provided for all payphone locations.
- ii. The quality of transmission for Contractor calls should be comparable to that of service provided by AT&T.

A.3.r. The responsibility for billing agreements is detailed in Contract Section C.3.h.

A.3.s. The Contractor shall be compensated for payphone monthly service in accordance with Contract Section C.3.b.

A.4. Move, Change, Installation After Initial Conversion.

A.4.a. Work Request.

- i. All payphone work requests from users will be directed to the State. The State's Office for Information Resources (OIR) Data Networking and Telecommunications (DNT) designated contact will obtain the needed information, authorization and paperwork. The work request will then be emailed to a Contractor-provided email address. All work requests must have a State issued Request For Service (RFS) number which will be required for payment of billing.
- ii. The Contractor will respond to the State's OIR DNT designated contact by email acknowledging receipt of the work request and providing an estimated time of arrival (ETA) for a technician to be on site to work the request. The response will be within three (3) business days. The State will be notified of any change in schedule.
- iii. The Contractor shall work the request within three (3) weeks of notification of request. The Contractor shall document escalation procedures for service requests not worked within the three (3) weeks including names, positions, locations and telephone numbers.
- iv. Upon completion of the work request, the Contractor will report via email to the State's OIR DNT designated contact and provide positive confirmation that the service request was worked. This completion notification should take place within two (2) business days of completion on the service request.
- v. The Contractor shall assign one point-of-contact to service the State's needs under this Contract. In addition to an email address, alternate means of contacting the Contractor for payphone service requests such as facsimile and telephone numbers shall be documented.

A.4.b. Payphones installed at new locations using a payphone and/or TDD from inventory shall be considered a move.

A.4.c. The Contractor will document each new payphone change or installation as described in Contract Section A.2.e.ii.

A.4.d. Equipment Standards.

- i. All components used to provide service, when installed, will be in good working order.
- ii. All State payphone locations are currently in compliance with the Americans with Disabilities Act (ADA). The Contractor is responsible for ADA adherence for moves or changes and new installations during the entire term of the contract. Contractor shall have two (2) full business

days to bring the location into compliance and bear any additional cost in bringing the location into compliance.

- iii. Payphone equipment and accessories provided by the Contractor shall meet or exceed the quality of smart payphones provided through the preceding contract.

Any existing payphone equipment such as signs, lights, sets, and enclosures, which the Contractor replaces or adds, must be replaced with equipment of comparable function and appearance; i.e., flush mount replaced by flush mount. The Contractor must receive prior approval from the State for installation of all equipment and prior authorization from the State for all changes, moves, additions or deletions of equipment.

Touch-tone signaling shall be utilized. Sets must have amplification with volume controls. Callers must be provided with control of the telephone keypad throughout the call duration in order to facilitate access to call and voice processing services.

All telephone sets and enclosures shall meet all applicable standards established by the Federal Communications Commission (FCC) and Tennessee Regulatory Authority (TRA). All payphone telephone sets and enclosures shall comply with all applicable Federal, State and local laws, rules and regulations concerning use of such telephones by disabled persons and the hearing impaired over the life of the contract.

- A.4.e. Contractor shall be compensated for moves and/or changes in accordance with Contract Section C.3.b.

A.5. Add Payphone. Contractor shall provide new payphones as required by the State.

A.5.a. Work Request requirements shall be the same as described in Contract Section A.4.a.

A.5.b. Equipment Standard requirements shall be the same as described in Contract Section A.4.d.

A.5.c. Contractor shall be compensated for the addition of a new payphone in accordance with Contract Section C.3.b.

A.6. Telecommunications Devices for the Deaf (TDD). Contractor shall provide new TDD as required by the State.

A.6.a. Work Request requirements shall be the same as described in Contract Section A.4.a.

A.6.b. All payphones equipped with TDD shall have units the equivalent or better than those currently provided by the Preceding Contractor. Currently installed are UltraTec model number M240 FS units, the equivalent, or better. Payphone locations with TDD units currently installed will continue the TDD service.

A.6.c. TDD equipment specifications are as follows:

- i. Device will be of vandal-resistant construction and permanently mounted to the payphone enclosure
- ii. TDD shall be of spill resistant design
- iii. Keyboard shall be a Typewriter style layout of four (4) rows
- iv. Display shall be at minimum two (2) rows of twenty (20) characters each

- v. TDDs shall be directly connected to the payphone line
 - vi. Installation of TDD shall not hinder the hearing public to utilize the payphone
 - vii. TDD must provide Call Progress indicators and must have voice announce keys to notify receiving party of a TDD call. TDD must have on line help and must have memory to review conversations that have been erased upon automatic power off.
 - viii. TDD power requirements shall be 110 - 120 VAC, 60 Hz, with alternating current (AC) power to be installed by the Contractor to the payphone pedestal. The State will provide an AC power outlet nearby.
 - ix. The TDD unit should be in a motorized drawer that opens when a TDD signal is received and shuts when the TDD signal is no longer present
 - x. All TDD installations shall have a coin slot height of fifty-four (54) inches from floor level affording all public users unhindered access to the payphone and TDD
 - xi. Each TDD location shall have signs that are ADA compliant and which indicate that a TDD unit is available at this location
- A.6.d. Contractor shall be compensated for the addition of a new TDD in accordance with Contract Section C.3.b.
- A.7. Site Preparation. Contractor will install and provide all equipment and infrastructure required for installation of a payphone with or without TDD at locations with no previous payphone installed as required by the State.
- A.7.a. The Contractor shall provide and install, at a minimum, enclosures, concrete pads, poles, pedestals, light fixtures, light bulbs, AC electrical service from the State-provided outlet located nearby to the payphone site required for the lighting of enclosures as required and the operation of TDD.
- A.7.b. Contractor shall be compensated for the site preparation associated with installation of a payphone with or without TDD at new payphone locations, in accordance with Contract Section C.3.b. See also Contract Section C.3.j. for further detail.
- A.8. Maintenance.
- A.8.a. All components used to provide service, when installed, will be in good working order. The Contractor shall repair or replace malfunctioning components and return them to good working order whenever required, and within two (2) full business days of notification of payphone problems. Penalties associated with non-compliance with the two (2) full business days of notification are referenced in Contract Section A.10. The Contractor shall document escalation procedures for troubles not repaired within the initial two (2) full business days including names, positions, locations and telephone numbers. For the purposes of this Contract, a full business day is from 8:00 AM to 4:30 PM central time excluding weekends and State holidays.
- A.8.b. Payphone Trouble Reports.
- i. Trouble reports shall be accepted 24 hours a day, 365 days a year.
 - ii. All payphone trouble will be reported by users to the State OIR Help Desk. The State will provide contact information upon approval of contract.

- iii. The State OIR Help Desk will obtain the needed information and determine the priority to be assigned to the incident. Priority 1 is urgent, priority 2 is high, priority 3 is medium, and priority 4 is low. A trouble incident report will then be emailed to a Contractor provided email address. (Individuals are not allowed to call Contractor directly for service. All trouble reports must have an incident number and come from the State OIR Help Desk.)
 - iv. The Contractor will respond by email to the trouble incident report acknowledging receipt and providing ETA for technician to be on site correcting the problem. On priority 3 and 4, the response will be within eight (8) business hours. On priority 1 and 2, the response will be within one (1) hour. The State will be notified of any change of schedule.
 - v. The Contractor will implement the repair and report via email to the State OIR Help Desk upon completion of the repair providing positive confirmation that the repair was made. This completion notification should take place within three (3) business days of the receipt of the original report. Note that Contract Section A.8.a. specifies that repairs will be completed within two (2) business days of reporting.
 - vi. Alternate means of contacting Contractor for payphone repairs such as facsimile and telephone numbers shall be documented.
- A.8.c. General Maintenance and Preventive Measures. The Contractor shall perform preventive maintenance as may be required by the equipment manufacturer and as necessary to maintain the level of services proposed and provided throughout the term of this contract shall be provided.
- i. All coins in the payphones shall be collected on a scheduled basis so that the stations do not become inoperable due to being overfilled.
 - ii. A clean and attractive environment for users shall be maintained. The Contractor shall remove all graffiti, stickers, posters, litter, dust and dirt from each set or enclosure and from a three (3) foot radius surrounding the payphone, exclusive of private property.
 - iii. The necessary labor, parts, materials, and transportation to maintain all proposed telephone and related services equipment in good working order and in compliance with the equipment manufacturer's specifications throughout the term of this contract shall be provided.
- A.8.d. The State will compensate the Contractor for Maintenance in accordance with Contract Section C.3.b.
- A.9. Premises Work Requirements.
- A.9.a. The Contractor shall have total responsibility for ensuring that all proposed equipment, cabling and wiring meet all applicable State, FCC, ADA and TRA requirements, whether such equipment and supporting materials are of their own manufacture or provided under subcontract and are in complete compliance with any functional requirements. No "Grandfathering" of existing locations shall be allowed for those locations that do not meet requirement.

Installation procedures and methods (including all cabling, wiring, boring, digging, etc.) as necessary must also be in compliance with the above mentioned rules and regulations with detailed attention to particular codes governing these activities (i.e., National Electrical Code or applicable State, local codes and practices). The Contractor shall bear responsibility for all equipment, supporting materials, and project coordination. The Contractor shall not perform any boring, digging and/or patching without prior approval from the State. No "Grandfathering" of existing locations shall be allowed for those locations that do not meet requirements.

- A.9.b. All material for the installation shall be delivered to the site and the work conducted so as to avoid any interference with concurrent work of other and normal operations in existing State facilities. Dust, noise and fire hazards must be limited during installation.

Debris due to work under this contract shall be removed by the Contractor prior to leaving the premises at the end of each day.

Noise from job equipment shall be kept to a minimum by use of adequate mufflers or other acceptable means. Noisy installation of equipment shall be scheduled when disruption to work areas will be minimal and cause the least inconvenience. This may include work outside of normal business hours.

Conforming to applicable fire codes and regulations is required.

The Contractor shall provide protection against injury to persons. The Contractor shall minimize damage to pipes, conduits, trees, fences, wells, floors or other visible structures encountered in the work. Damaged items shall be repaired to pre-existing conditions at the Contractor's expense.

Precautions shall be exercised at all times for the protection of persons and property.

A.10. The State will be responsible for the following:

- a. Approval of the installations of all payphone equipment and service. During the term of the contract, OIR DNT will act as the liaison between each user agency and the Contractor. OIR DNT will be responsible for receiving orders from the users and submitting work orders to the Contractor.
- b. Provision of lighting determined by the State to be needed in addition to that, which must be provided by the Contractor in the payphone enclosure.
- c. Testing of installations on an "as needed" basis.
- d. Power for lighting the payphone enclosure and for TDDs will be provided by the State and brought to a location nearby the payphone location.

B. CONTRACT TERM:

This Contract shall be effective for the period commencing on February 12, 2010, and ending on February 11, 2015. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

C. PAYMENT TERMS AND CONDITIONS:

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

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

the payment rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

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

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

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

Service Description	Amount (per compensable increment)
<u>Initial Transition / Conversion of Existing State Payphones</u> - Contract Section A.2. The cost to the State, to convert the responsibility for one (1) pre-existing payphone from the Preceding Contractor to the Contractor. (One- time cost per phone converted.)	\$NUMBER per phone

Service Description	Amount (per compensable increment)				
	Year 1 (2/12/2010 – 2/11/2011)	Year 2 (2/12/2011 – 2/11/2012)	Year 3 (2/12/2012 – 2/11/2013)	Year 4 (2/12/2013 – 2/11/2014)	Year 5 (2/12/2014 – 2/11/2015)
<u>Service and Maintenance</u> - Contract Sections A.3 and A.8. The cost to the State to provide phone service, equipment and site maintenance, for one (1) phone for one (1) month. (Recurring monthly cost.)	\$ NUMBER per phone, per month	\$ NUMBER per phone, per month	\$ NUMBER per phone, per month	\$ NUMBER per phone, per month	\$ NUMBER per phone, per month
<u>Move/Change Phone Installation</u> - Contract Section A.4. The cost to the State to move or change a phone installation after Initial Conversion (Contract Section A.2) or after Add Payphone (Contract Section A.5). The cost is assessed per Move/Change, per phone. (One-time cost per event.)	\$ NUMBER per Move/ Change, per phone	\$ NUMBER per Move/ Change, per phone	\$ NUMBER per Move/ Change, per phone	\$ NUMBER per Move/ Change, per phone	\$ NUMBER per Move/ Change, per phone
<u>Add Payphone</u> - Contract Section A.5. The cost to the State to add one (1) new payphone. (One-time cost per event.)	\$ NUMBER per phone	\$ NUMBER per phone	\$ NUMBER per phone	\$ NUMBER per phone	\$ NUMBER per phone

Service Description	Amount (per compensable increment)				
	Year 1 (2/12/2010 – 2/11/2011)	Year 2 (2/12/2011 – 2/11/2012)	Year 3 (2/12/2012 – 2/11/2013)	Year 4 (2/12/2013 – 2/11/2014)	Year 5 (2/12/2014 – 2/11/2015)
<u>Add Telecommunications Device for the Deaf (TDD)</u> - Contract Section A.6. Cost to the State to add one (1) TDD device at a payphone location. (One-time cost per event.)	\$ NUMBER per phone per TDD Device	\$ NUMBER per phone per TDD Device	\$ NUMBER per phone per TDD Device	\$ NUMBER per phone per TDD Device	\$ NUMBER per phone per TDD Device
<u>Site preparation</u> - Contract Section A.7. Cost to perform any required Site Preparation tasks required for a new phone installation. (One-time cost per installation.)	\$ NUMBER per phone per install	\$ NUMBER per phone per install	\$ NUMBER per phone per install	\$ NUMBER per phone per install	\$ NUMBER per phone per install

- c. The Contractor is allowed to bill minimum call duration of [NUMBER TRANSCRIBED FROM TECHNICAL PROPOSAL, RFP ATTACHMENT 6.2, SECTION C, ITEM C.4] [SECONDS OR MINUTES] for coin calls and [NUMBER TRANSCRIBED FROM TECHNICAL PROPOSAL] [SECONDS OR MINUTES] for Collect/Credit card calls for all completed calls placed outside of the basic local calling area of a payphone location. Additional minutes on coin calls of greater than [NUMBER TRANSCRIBED FROM TECHNICAL PROPOSAL] [SECONDS OR MINUTES] duration and Collect/Credit Card calls of greater than [NUMBER TRANSCRIBED FROM TECHNICAL PROPOSAL] [SECONDS OR MINUTES] duration may be billed in increments of one (1) minute or less. The time observed at the calling station at the beginning of each call determines the applicable rate period.

Chargeable time for a Station-to-Station call begins when the called station answers. Chargeable time for a Person-to-Person call begins when the connection is established between the calling party and the specified person, department, PBX station, or an agreed alternate.

Chargeable time ends when the calling party “hangs up” thereby releasing the network connection. If the called party “hangs up” but the calling party does not, chargeable time ends when the network connection is released either by automatic timing equipment or by the Contractor’s operator.

Chargeable time shall not include time lost because of faults or defects in the service.

The Contractor shall utilize answer supervision to initiate billing in all cases where it is supplied by the terminating central office/ Private Branch Exchange (PBX). When Answer Supervision is not provided from the terminating location, the Contractor’s service shall default to software Answer Detection techniques.

- d. The long distance rates charged under this contract shall not exceed the actual rates, charges and surcharges that would have been applied to the call had it been completed by AT&T. (Intra and inter LATA and intra and inter state) based on call type, distance, duration, time of day and day of week.

These maximum rates have been established to protect the citizens of the State of Tennessee from paying excessive rates for utilizing public payphones. The rates and

fees that are permissible under current FCC and TRA regulations for payphone services when this contract goes into effect may be subject to change during the term of the contract. Rate changes must be implemented within thirty (30) days after State approval at no cost to the State.

- e. Callers shall be allowed to place Local, intraLATA Directory Assistance calls and interLATA Directory Assistance calls. Directory Assistance calls (1+411, 0+411, 1+NPA+555+1212, 0+NPA+555+1212) shall be capped at the applicable AT&T rate for a Directory Assistance call as governed by the TRA approved Services Tariff. See Contract Section A.3.h.
- f. Collection of Real-Time/Sent-Paid Charges. First minute charges Real Time/Coin Sent Paid rated calls include the applicable first minute cost, applicable service charges and surcharges, and applicable taxes. The total charge is computed and rounded to the nearest multiple of \$0.05.

Additional minute, or increments thereof, charges for Real Time/Coin Sent Paid rated calls include the applicable additional minute rate plus applicable taxes. The total charge is computed and rounded up to the nearest multiple of \$0.05. See Contract Section A.3.l.
- g. Billable time for these calls shall begin when the called party has positively accepted the call and the caller's microphone is activated. See Contract Section A.3.p.vii. for definition of call types.
- h. The responsibility for having all billing agreements necessary to bill the end user or responsible party for completed calls is the Contractor's and the Contractor shall assume full liability for billing and collection for all completed calls. Completed calls must appear on end-users or responsible party's bill no later than sixty (60) days after the date the call was completed. The bill issued to the end-user or responsible party for payment of completed calls must indicate the service provider and originating number from which the call was completed. See Contract Section A.3.r.
- i. The State does not seek commission payments.
- j. The charge for site preparation activities are associated with an installation only; the costs for the phone itself, whether it was added, moved, or changed would be invoiced under the "Move/Change Phone Installation" (Contract Section A.4) or "Add Payphone" (Contract Section A.5), as appropriate.

C.4. The Contractor shall not be compensated for travel time to the primary location of service provision.

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

C.5.a. CD ROM.

C.5.a.i. The State requires three (3) CD's (1 original and 2 duplicates) to be provided as invoicing on CD ROM to the Department of Finance and Administration, Billing Services by the 10th of the month at no additional charge to the State of Tennessee. The CD provided must be compatible for use with computer equipment (hardware and software) used by the State and must be operational.

- C.5.a.ii. Billing Services will assist in the formatting of such CD invoicing to insure the proper information is in place. The CD ROM invoicing shall be delivered each month in lieu of paper invoicing covering the service on the contract.
- C.5.a.iii. The CD ROM must provide all billing information on all services. The billing information on the CD ROM shall be matched with the contract line commodity codes used by the State.
- C.5.a.iv. All charges based on the appropriate line commodity code shall be presented on the CD invoicing and billed to the appropriate telephone number that incurred said charges. All one time charges (OC&C charges) must be referenced to the appropriate line commodity code and associated with the proper request for service number and billing number that incurred said charges.
- C.5.a.v. The format of the billing CD must be provided to billing services, in writing, within thirty (30) days of award of contract. Format of the CD is required to be in two (2) types of billing records; OC&C charges, and monthly charges. The following formats are not inclusive and additional fields may be required as determined by the State as referenced in Contract Section c.4.a.ii.
 - format of OC&C charges must include:
 - 1) Account number
 - 2) Billing number
 - 3) Invoice date
 - 4) Commodity code
 - 5) Quantity
 - 6) RFS number
 - 7) Charges and credits
 - format of monthly charges must include:
 - 1) Account number
 - 2) Billing number
 - 3) Invoice date
 - 4) Commodity code
 - 5) Charges and credits
- C.5.a.vi. At the bottom of the billing records, a summary record must be provided that summarizes the billing by commodity code and the amount billed to each commodity code.
- C.5.a.vii. Records that do not conform to the above criteria shall be rejected from the CD ROM received and must be credited to the State of Tennessee's account no later than the second consecutive month after the date of rejection.
- C.5.a.viii. Rejected records can be resubmitted after correction no later than sixty (60) calendar days from the date of rejection by adding to the current month's CD ROM invoice. The State of Tennessee will not accept corrections after June 30 (the state's fiscal year end) of any year. The corrected rejected charges must be identified as being previously rejected on a prior month.
- C.5.a.ix. An operational sample of the CD must be provided and approved by Department of Finance and Administration, Billing Services as functional within ninety (90) calendar days of contract award.
- C.5.b. Billing/Invoices.
- C.5.b.i. Invoices are to be sent to:

State of Tennessee

Department of Finance and Administration
Billing Services
20th floor, WRS Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243-1102

- C.5.b.ii. If at anytime, the Contractor is unable to submit accurate invoice information in the required format, the State of Tennessee, Department of Finance and Administration, Billing Services, may at its sole option refuse payment of Contractor's invoice, or may delay payments without penalty.
- C.5.b.iii. All requests for credits made ten (10) calendar days or more before the close of a billing cycle must be reflected on the next invoice. If the Contractor does not include the credits requested and due on the invoice, the state will deduct a like amount from future bills.

C.5.c. Contractor Invoicing Contact (Contractor to complete).

Name:

Title:

Address:

Telephone number:

(including area code) local Nashville, TN or toll free

Fax telephone number:

Email address:

- C.5.c.i. This information shall be updated with Billing Services, when changes in personnel occur during the contract term.
- C.5.d. Billing Acceptance.
- C.5.d.i. Upon satisfactory completion of a ninety (90) calendar day billing acceptance period, the State shall issue written notification of billing acceptance. If the Contractor fails to gain billing services acceptance within ninety (90) calendar days from contract award effective date, the State may terminate the contract.
- C.5.e. Remedies.
- C.5.e.i. The Contractor will be imposed a penalty of \$1,000.00 if a readable CD ROM for billing purposes is not delivered, after the initial ninety (90) day award period, by the 10th day of the following month. An additional charge of \$100.00 a day will be imposed on the Contractor for each additional day of the contract that the Contractor does not have a readable CD ROM.
- C.5.f. The Contractor understands and agrees that an invoice to the State under this Contract shall:
 - (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
 - (2) not include any future work but will only be submitted for completed service; and
 - (3) not include sales tax or shipping charges.
- C.5.f.i. The Contractor agrees that timeframe for payment (and any discounts) begins when the State is in receipt of each invoice meeting the minimum requirements above.
- C.5.f.ii. The Contractor shall complete and sign a "Substitute W-9 Form" provided to the Contractor by the State. The taxpayer identification number contained in the Substitute W-9 submitted to the State shall agree to the Federal Employer Identification Number or Social Security Number

referenced in this Contract for the Contractor. The Contractor shall not invoice the State for services until the State has received this completed form.

- C.6. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.
- C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.
- C.8. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any Contract between the Contractor and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Contractor.
- C.9. Automatic Deposits. The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Contractor by the State. Once this form has been completed and submitted to the State by the Contractor all payments to the Contractor, under this or any other Contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Contractor shall not invoice the State for services until the Contractor has completed this form and submitted it to the State.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Contractor at least ninety (90) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.

- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Prohibition of Illegal Immigrants. The requirements of Public Acts of 2006, Chapter Number 878, of the state of Tennessee, addressing the use of illegal immigrants in the performance of any Contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment A, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the Contractor and made available to state officials upon request.
- b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the Contractor and made available to state officials upon request.
- c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
- d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.
- e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or

regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.

- D.9. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.10. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*
- D.11. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.12. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.13. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.14. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.
- D.15. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.16. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.17. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.18. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to

and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.

- D.19. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.20. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.21. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Mickey Wray Gregory
Department of Finance & Administration
OIR Telecommunications
15th Floor, William Snodgrass TN Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243-1102
Mickey.Gregory@tn.us
Telephone # 615-591-9960
FAX # 615-791-9673

The Contractor:

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

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

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in *Tennessee Code Annotated*, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System (TCRS), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established pursuant to *Tennessee Code Annotated*, Title 8, Chapter 35, Part 3 accepts state employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the period of this Contract.
- E.5. Voluntary Buyout Program. The Contractor acknowledges and understands that, for a period of two years beginning August 16, 2008, restrictions are imposed on former state employees who received a State of Tennessee Voluntary Buyout Program (VBP) severance payment with regard to contracts with state agencies that participated in the VBP.
- a. The State will not contract with either a former state employee who received a VBP severance payment or an entity in which a former state employee who received a VBP severance payment or the spouse of such an individual holds a controlling financial interest.
 - b. The State may contract with an entity with which a former state employee who received a VBP severance payment is an employee or an independent contractor. Notwithstanding the foregoing, the Contractor understands and agrees that there may be unique business circumstances under which a return to work by a former state employee who received a VBP severance payment as an employee or an independent contractor of a State contractor would not be appropriate, and in such cases the State may refuse Contractor personnel. Inasmuch, it shall be the responsibility of the State to review Contractor personnel to identify any such issues.
 - c. With reference to either subsection a. or b. above, a contractor may submit a written request for a waiver of the VBP restrictions regarding a former state employee and a contract with a state agency that participated in the VBP. Any such request must be submitted to the State in the form of the *VBP Contracting Restriction Waiver Request* format available from the State and the Internet at: www.state.tn.us/finance/rds/ocr/waiver.html. The determination on such a request shall be at the sole discretion of the head of the state agency that is a Party to this Contract, the Commissioner of Finance and Administration, and the Commissioner of Human Resources.
- E.6. Insurance. The Contractor shall carry adequate liability and other appropriate forms of insurance.
- a. The Contractor shall maintain, at minimum, the following insurance coverage:

- (1) Workers' Compensation/ Employers' Liability (including all states coverage) with a limit not less than the relevant statutory amount or one million dollars (\$1,000,000) per occurrence for employers' liability whichever is greater.
- (2) Comprehensive Commercial General Liability (including personal injury & property damage, premises/operations, independent contractor, contractual liability and completed operations/products) with a bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.
- (3) Automobile Coverage (including owned, leased, hired, and non-owned vehicles) with a bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence.

b. At any time State may require the Contractor to provide a valid Certificate of Insurance detailing Coverage Description; Insurance Company & Policy Number; Exceptions and Exclusions; Policy Effective Date; Policy Expiration Date; Limit(s) of Liability; and Name and Address of Insured. Failure to provide required evidence of insurance coverage shall be a material breach of this Contract.

E.7. Confidentiality of Records. Strict standards of confidentiality of records shall be maintained in accordance with the law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of State law and ethical standards and shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with State law and ethical standards.

The Contractor will be deemed to have satisfied its obligations under this section by exercising the same level of care to preserve the confidentiality of the State's information as the Contractor exercises to protect its own confidential information so long as such standard of care does not violate the applicable provisions of the first paragraph of this section.

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

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

E.8. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations.

- a. Contractor warrants to the State that it is familiar with the requirements of HIPAA and its accompanying regulations, and will comply with all applicable HIPAA 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 HIPAA and its regulations, in the course of performance of the Contract so that both parties will be in compliance with HIPAA.

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

E.9. Incorporation of Additional Documents. Included in this Contract by reference are the following documents:

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

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

E.10. Prohibited Advertising. The Contractor shall not refer to this Contract or the Contractor's relationship with the State hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed. It is expressly understood and agreed that the obligations set forth in this section shall survive the termination of this Contract in perpetuity.

E.11. Public Accountability. If the Contractor is subject to *Tennessee Code Annotated*, Title 8, Chapter 4, Part 4 or if this Contract involves the provision of services to citizens by the Contractor on behalf of the State, the Contractor agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Contractor shall display in a prominent place, located near the passageway through which the public enters in order to receive services pursuant to this Contract, a sign at least twelve inches (12") in height and eighteen inches (18") in width stating:

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

E.12. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's proposal responding to RFP-31701-03021 (RFP Attachment 6.2, Section B., Item B.15) and resulting in this Contract.

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

E.13. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State.

In the event of any such suit or claim, the Contractor shall give the State immediate notice thereof and shall provide all assistance required by the State in the State's defense. The State shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by *Tennessee Code Annotated*, Section 8-6-106.

E.14. All installations and services must meet fully the rules of the Tennessee Regulatory Authority, Division of Public Utilities, Chapter 1220-4-2, Regulations for Telephone Companies. These regulations can be found on the Internet at www.state.tn.us. Go to the Directories and select A to Z Departments and Agencies. Page through this Directory and select Tennessee Regulatory Authority (TRA). At the TRA homepage, select TRA Rules; page down to 1220-4-2 and select these rules.

E.15 Fines and Damages. Any fines and/or penalties levied by any governing authorities due to noncompliance with any laws, rules, regulations, or acts mentioned herein shall be borne solely by the Contractor. The Contractor shall pay any fines and/or penalties assessed to the State due to the non-compliance of any payphone equipment or services furnished by the Contractor within ninety (90) days.

The Contractor shall guarantee service against any service outages for the duration of the contract. The Contractor shall restore service, for the duration of the contract within two (2) full business days at no charge to the State. Should the Contractor fail to restore service within two (2) full business days of notification of a problem, the Contractor shall be liable for compensation to the State for Two Hundred Fifty dollars (\$250.00) per day for every day in excess of two (2) business days.

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF FINANCE AND ADMINISTRATION:

M. D. GOETZ, JR., COMMISSIONER

DATE

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

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

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

CONTRACTOR SIGNATURE

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

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION

**ATTACHMENT B
Payphone Locations and Revenue**

	ANI	Phone Type	Location	Address	City State & Zip	Equipment	2008 Revenue
	4232342186	Coin	I 81 North Rest Area	1 N Interstate 81 - Baileyton N	Baileyton TN	backboard	486.32
	4232342234	Coin	I 81 South Rest Area	1 I-81 South - Baileyton	Baileyton TN	backboard	482.33
	4232359031	Coin	State of TN Dept of Safet	1150 Foster Ave	Bulls Gap TN	backboard	86.14
	4232390510	Coin	Warriors Path State Park	490 Hemlock Rd	Kingsport TN	backboard	143.76
	4232395846	Coin	Warriors Path State Park	1687 Fall Creek Rd	Kingsport TN	backboard	175.87
	4232398587	Coin	Warriors Path State Park	490 Hemlock Road	Kingsport TN 3763	backboard	25.48
	4232399661	Coin	Warriors Path State Park	104 A Warrior Drive	Kingsport TN 37663	backboard	26.47
	4232572735	Coin	Davy Crockett State Park	1245 Davy Crockett Rd	Limestone TN	backboard	81.28
	4232572974	Coin	Davy Crockett State Park	95 Davy Crockett Park Rd	Limestone TN	backboard	92.46
	4232631556	Coin	Hiwassee Ocoee Scenic Riv	407 Spring Creek Road	Delano TN	backboard	888.89
	4232654961	Coin	Moccasin Bend Mental Heal	100 Moccasin Bend Rd	Chattanooga TN	backboard	689.89
	4232659082	Coin	Moccasin Bend Mental Heal	100 Moccasin Bend Rd	Chattanooga TN	backboard	12.75
	4232659147	Coin	Moccasin Bend Mental Heal	100 Moccasin Bend Rd	Chattanooga TN	backboard	25.07
	4232659172	Coin	Moccasin Bend Mental Heal	100 Moccasin Bend Rd	Chattanooga TN	backboard	48.11
	4232659174	Coin	Moccasin Bend Mental Heal	100 Moccasin Bend Rd	Chattanooga TN	backboard	129.25
	4232659193	Coin	Moccasin Bend Mental Heal	100 Moccasin Bend Rd	Chattanooga TN	backboard	12.60
	4232666905	Coin	Moccasin Bend Mental Heal	100 Moccasin Bend Rd	Chattanooga TN	backboard	807.76
	4232740417	Coin	South Bound Rest Area	100 Interstate 81 South	Bristol TN	backboard	1359.71
	4233234886	Coin	Warriors Path State Park	490 Hemlock Rd	Kingsport TN	backboard	29.28
	4233444802	Coin	Harrison Bay State Park	8411 Harrison Bay Rd	Harrison TN	backboard	98.34
	4233444831	Coin	Harrison Bay State Park	8411 Harrison Bay Rd	Harrison TN	backboard	223.66
	4233444843	Coin	Harrison Bay State Park	8411 Harrison Bay Rd	Harrison TN	backboard	56.25
	4233463346	Coin	MORGAN COUNTY CORRECTIONA	541 WAYNE COTTON MORGAN DR	WARTBURG TN	backboard	8.95
	4233486725	Coin	TN Highway Patrol	184 Joe Mcrary Rd	Fall Branch TN	backboard	150.76
	4234798130	Coin	Red Clay State Historical	1140 Red Clay Park Rd Sw Unit Visitr Ctr	Cleveland TN	backboard	46.11
	4234879939	Coin	Hartford Newport Welcom	447 Interstate 40	Hartford TN	backboard	476.18
	4235108526	Coin	Tennessee State Govt	6502 Bonny Oaks Dr	Chattanooga TN	Shelf / Enclosure	425.64
	4235423106	Coin	Sycamore Shoals State Par	1651 W Elk Av	Elizabethton TN	backboard	12.00
	4235629213	Coin	Cove Lake State Park	153 Goose Ln	Caryville TN	backboard	49.42
	4235629242	Coin	Cove Lake State Park	152 Hummingbird Ln	Caryville TN	backboard	132.15
	4235629296	Coin	Cove Lake State Park	134 Swan Dr	Caryville TN	backboard	142.85
	4235819891	Coin	Panther Creek State Park	2010 Panther Creek Park Rd	Morristown TN	backboard	153.44
	4236348156	Coin	Moccasin Bend Mental Heal	100 Moccasin Bend Rd	Chattanooga TN	backboard	415.18
	4236348162	Coin	Moccasin Bend Mental Heal	100 Moccasin Bend Rd	Chattanooga TN	backboard	701.24

**ATTACHMENT B
Payphone Locations and Revenue**

	4236380527	Coin	Green Valley Mental Healt	4850 Andrew Johnson Hwy	Greenville TN	backboard	11.45
	4237449192	Coin	I-75 Rest Area South	300 Interstate 75	Athens TN	backboard	11.65
	4237449226	Coin	State Of TN I-75 Rest Ar	305 Interstate 75	Athens TN	backboard	9.10
	4237720144	Coin	Roan Mountain State Park	1058 Highway 143	Roan Mountain TN	backboard	1218.80
	4237720145	Coin	Roan Mountain State Park	1058 Highway 143	Roan Mountain TN	backboard	677.27
	4237724012	Coin	Roan Mountain State Park	1024 Highway 143	Roan Mountain TN	backboard	307.78
	4237724013	Coin	Roan Mountain State Park	1024 Highway 143	Roan Mountain TN	backboard	259.81
	4237724673	Coin	Roan Mtn St Pk	527 Highway 143	Roan Mountain TN 37687	backboard	81.67
	4238219254	Coin	Tiftonia Welcome Center	1000 Interstate 24 West	Chattanooga TN	Pedestal & enclosure	777.67
	4238558574	Coin	Eastridge Welcome Ctr	1500 N Interstate 75	East Ridge TN 37412	backboard	1292.15
	4238815747	Coin	Falls Creek Fall State Pa	Route 3	Pikeville TN	backboard	267.93
	4238815761	Coin	Falls Creek Fall State Pa	Route 3	Pikeville TN	backboard	373.08
	4238815764	Coin	Falls Creek Fall State Pa	Route 3	Pikeville TN	Shelf / Enclosure	769.19
	4238815765	Coin	Falls Creek Fall State Pa	Route 3	Pikeville TN	Shelf / Enclosure	163.94
	4238815766	Coin	Falls Creek Fall State Pa	Route 3	Pikeville TN	Pedestal & dbl enclosure	601.51
	4238815767	Coin	Falls Creek Fall State Pa	Route 3	Pikeville TN	Pedestal & enclosure	112.07
	4238815768	Coin	Falls Creek Fall State Pa	Route 3	Pikeville TN	backboard	10.05
	4238815769	Coin	Falls Creek Fall State Pa	Route 3	Pikeville TN	Shelf / Enclosure	364.43
	4238815770	Coin	Falls Creek Fall State Pa	Route 3	Pikeville TN	Shelf / Enclosure	214.42
	4238815771	Coin	Falls Creek Fall State Pa	Route 3	Pikeville TN	backboard	60.11
	4238815778	Coin	Falls Creek Fall State Pa	Route 3	Pikeville TN	backboard	37.24
	4238847273	Coin	Ft Loudoun State Park	338 Ft Loudoun Rd	Vonore TN	backboard	9.85
	4238949942	Coin	Booker T Washington State	5801 Champion Rd	Chattanooga TN	Pedestal & enclosure	49.24
	4239429151	Coin	Nickajack Rest Area	160 Interstate 24 West	Jasper TN	Pedestal & enclosure	811.42
	4239429984	Coin	Nickajack Rest Area	160 Interstate 24 East	Jasper TN	Pedestal & enclosure	391.41
	6152069180	Coin	Bledsoe Creek State Park	400 Zieglers Fort Road	Gallatin TN 37066	backboard	258.54
	6152209545	Coin	Tennessee Rehab Center	460 9Th Av	Smyrna TN	Shelf / Enclosure	11.65
	6152209546	Coin	Tennessee Rehab Center	460 9Th Av	Smyrna TN	backboard	25.33
	6152429703	Coin	Woodland Hills Youth	4011 Stewarts Ln	Nashville TN	backboard	144.25
	6152482914	Coin	Woodland Hills Youth	4011 Stewarts Ln	Nashville TN	backboard	147.02
	6152483243	Coin	Woodland Hills Youth	4011 Stewarts Ln	Nashville TN	backboard	148.70
	6152486175	Coin	Woodland Hills Youth	4011 Stewarts Ln	Nashville TN	backboard	326.39
	6152486841	Coin	Woodland Hills Youth	4011 Stewarts Ln	Nashville TN	backboard	1008.58
	6152519648	Coin	Woodland Hills Youth	4011 Stewarts Ln	Nashville TN	backboard	188.22
	6152554180	Coin	Woodland Hills Youth	4011 Stewarts Ln	Nashville TN	backboard	192.52
	6152563256	Coin	Woodland Hills Youth	4011 Stewarts Ln	Nashville TN	backboard	157.42
	6152564138	Coin	Woodland Hills Youth	4011 Stewarts Ln	Nashville TN	backboard	86.03

**ATTACHMENT B
Payphone Locations and Revenue**

6152568087	Coin	Woodland Hills Youth	4011 Stewarts Ln	Nashville TN	backboard	150.18
6152568868	Coin	State Of Tennessee	401 Church St	Nashville TN	backboard	44.15
6152569191	Coin	Library & Archives	403 7Th Ave N	Nashville TN	Shelf / Enclosure	57.80
6152569593	Coin	Tennessee State Govt	300 Capitol Blvd	Nashville TN	Shelf / Enclosure	27.73
6152569705	Coin	State Of Tennessee	300 Capitol Blvd	Nashville TN	Shelf / Enclosure	16.15
6152569742	Coin	State Of Tennessee	300 Capitol Blvd	Nashville TN	Shelf / Enclosure	11.45
6152569747	Coin	State Of Tennessee	300 Capitol Blvd	Nashville TN	Shelf / Enclosure	24.90
6152569756	Coin	State Of Tennessee	300 Capitol Blvd	Nashville TN	Shelf / Enclosure	47.93
6152590969	Coin	Woodland Hills Youth	4011 Stewarts Ln	Nashville TN	backboard	153.64
6152919882	Coin	New Visions Youth Dev Ctr	3981 Stewarts Lane	Nashville TN 37218	backboard	178.16
6153259903	Coin	State of TN Dept of Safet	117 I-65 North Scales	Portland TN	Full Booth	31.70
6153259948	Coin	State of TN Dept of Safet	117 I-65 South Scales	Portland TN	Full Booth	13.05
6153259965	Coin	Mitchellville Welcome Ce	6111 Lake Springs Rd	Portland TN	Shelf / Enclosure	1030.17
6153506895	Coin	State Of Tennessee	6404 Centennial Blvd	Nashville TN	backboard	69.20
6153508051	Coin	Deberry Correctional	7575 Cockrill Bend Blvd	Nashville TN	backboard	13.00
6153508167	Coin	Deberry Correctional	7575 Cockrill Bend Blvd	Nashville TN	Shelf / Enclosure	32.00
6153509952	Coin	MTCC	7177 Cockrill Bend Blvd	Nashville TN	backboard	42.71
6153509977	Coin	Riverbend Maximum	7475 Cockrill Bend Blvd	Nashville TN	Shelf / Enclosure	8.80
6153509985	Coin	Riverbend Maximum	7475 Cockrill Bend Blvd	Nashville TN	Pedestal & enclosure	8.75
6153509999	Coin	State Of Tennessee	6604 Centennial Blvd	Nashville TN	backboard	9.30
6153778732	Coin	Radnor Lake State Park	1160 Otter Creek Rd	Nashville TN	Shelf / Enclosure	38.33
6154449797	Coin	Cedars Of Lebanon State P	328 Cedar Forest Rd	Lebanon TN	backboard	10.25
6154449941	Coin	Cedars Of Lebanon State P	328 Cedar Forest Rd	Lebanon TN	Shelf / Enclosure	8.65
6154449943	Coin	Cedars Of Lebanon State P	328 Cedar Forest Rd	Lebanon TN	backboard	9.45
6154449946	Coin	Cedars Of Lebanon State P	328 Cedar Forest Rd	Lebanon TN	backboard	9.00
6154449975	Coin	Cedars Of Lebanon State P	328 Cedar Forest Rd (10)	Lebanon TN	backboard	383.69
6154469670	Coin	TDOT Rest Area East	1000 Interstate 40 East	Dickson TN	Pedestal & enclosure	851.81
6154469676	Coin	TDOT Rest Area West	1000 Interstate 40 West	Dickson TN	Pedestal & enclosure	874.21
6154599808	Coin	TN National Guard	500 7Th Av	Smyrna TN	backboard	8.60
6154599835	Coin	Tennessee State Govt	464 C Street	Smyrna TN	Shelf / Enclosure	417.63
6154599841	Coin	Tennessee State Govt	463 C Street	Smyrna TN	Shelf / Enclosure	242.11
6154599894	Coin	Tennessee State Govt	463 C Street	Smyrna TN	Shelf / Enclosure	140.34
6154599898	Coin	Tennessee State Govt	464 C Street	Smyrna TN	Shelf / Enclosure	242.22
6156832871	Coin	Smith County Welcome Cent	Interstate 40 West	Buffalo Valley TN	Pedestal & enclosure	1214.23
6156832875	Coin	Smith County Welcome Cent	Interstate 40 East	Buffalo Valley TN	Pedestal & enclosure	871.57
6157263062	Coin	Woodland Hills Youth	4011 Stewarts Ln	Nashville TN	backboard	164.98
6157265284	Coin	Woodland Hills Youth	4011 Stewarts Ln	Nashville TN	backboard	11.50
6157489019	Coin	New Visions Youth Dev Ctr	3981 Stewarts Lane	Nashville TN 37218	backboard	154.63

**ATTACHMENT B
Payphone Locations and Revenue**

	6157498293	Coin	New Visions Youth Dev Ctr	3981 Stewarts Lane	Nashville TN 37218	backboard	146.23
	6157498294	Coin	New Visions Youth Dev Ctr	3981 Stewarts Lane	Nashville TN 37218	backboard	150.65
	6157979202	Coin	Montgomery Bell State Par	1050 Jackson Hill Rd	Burns TN	backboard	11.40
	6157979209	Coin	Montgomery Bell State Par	2000 Jackson Hill Rd	Burns TN	backboard	45.38
	6157979213	Coin	Montgomery Bell State Par	1000 Camp One Rd	Burns TN	backboard	10.25
	6157979865	Coin	Montgomery Bell State Par	1000 Hotel Ave	Burns TN	backboard	90.06
	6158839144	Coin	Mental Health Institute	221 Stewarts Ferry Pike	Nashville TN	Shelf / Enclosure	17.99
	6158839828	Coin	State Law Enforcement	3025 Lebanon Pke	Nashville TN	Shelf / Enclosure	36.72
	6158859988	Coin	State Law Enforcement	3025 Lebanon Pke	Nashville TN	backboard	9.35
	6158899723	Coin	Cloverbottom Developmenta	275 Stewarts Ferry Pke	Nashville TN	backboard	8.45
	6158899897	Coin	State Law Enforcement	3025 Lebanon Pke	Nashville TN	Shelf / Enclosure	8.35
DISC 8/09	7312538618	Coin	Reelfoot State Park	59 Highway 78	Tiptonville TN	backboard	70.22
DISC 8/09	7312539825	Coin	Reelfoot State Park	59 Highway 78	Tiptonville TN	Shelf / Enclosure	41.86
DISC 8/09	7312539834	Coin	Reelfoot State Park	74 Highway 21	Tiptonville TN	Pedestal & enclosure	8.25
	7312869123	Coin	Dyersburg Welcome Center	4093 Interstate 155 East	Dyersburg TN	Pedestal & enclosure	300.65
	7314229069	Coin	I-40 East Rest Area	74 Interstate 40 East	Jackson TN	Pedestal & enclosure	732.00
	7314238166	Coin	I-40 West Rest Area	74 Interstate 40 West	Jackson TN	Pedestal & enclosure	727.68
	7314278038	Coin	State Of Tennessee	100 Benchmark Pl	Jackson TN	Shelf / Enclosure	159.01
DISC 8/09	7315389801	Coin	Reelfoot State Park	6816 W Highway 21	Hornbeak TN	Pedestal & enclosure	28.85
DISC 8/09	7315389806	Coin	Reelfoot State Park	6816 W Highway 21	Hornbeak TN	Pedestal & enclosure	8.40
	7315845000	Coin	I-40 West Rest Area	5100 Interstate 40 West	Holladay TN	Pedestal & enclosure	1138.46
	7315849813	Coin	I-40 East Rest Area	4135 Interstate 40 East	Holladay TN	Pedestal & enclosure	805.98
	7315849921	Coin	Nathan Bedford	672 Happy Hollow Rd	Camden TN	Pedestal & enclosure	8.15
	7316429949	Coin	Paris Landing State Park	435 Bridgeview Rd	Buchanan TN	Shelf / Enclosure	74.26
	7316449044	Coin	Paris Landing State Park	605 Bridgeview R	Buchanan TN	backboard	18.11
	7316449600	Coin	Paris Landing State Park	400 Lodge Rd	Buchanan TN	Shelf / Enclosure	151.65
	7316449609	Coin	Paris Landing State Park	70 Campground Rd	Buchanan TN	backboard	33.61
	7316458093	Coin	Big Hill Pond State Park	1435 John Howell Rd	Pocahontas TN	Shelf / Enclosure	8.10
	7316589117	Coin	Chickasaw State Park	2140 La*Joie Rd	Medon TN	backboard	18.48
	7316589154	Coin	Western Mental Health	11100 Highway 64	Bolivar TN	Shelf / Enclosure	250.41
	7316589158	Coin	Western Mental Health	11100 Highway 64	Bolivar TN	backboard	193.27
	7316589180	Coin	Western Mental Health	11100 Highway 64	Bolivar TN	Shelf / Enclosure	487.93
	7316589196	Coin	Western Mental Health	11100 Highway 64	Bolivar TN	backboard	550.89
	7316589197	Coin	Western Mental Health	11100 Highway 64	Bolivar TN	Full Booth	12.40
	7316589803	Coin	W Mental Hlth Luton Hall	11100 Highway 64	Bolivar TN	backboard	8.05

**ATTACHMENT B
Payphone Locations and Revenue**

7316589806	Coin	Western Mental Health	11100 Highway 64	Bolivar TN	Shelf / Enclosure	190.49
7316589807	Coin	Western Mental Health	11100 Highway 64	Bolivar TN	Shelf / Enclosure	98.23
7316589809	Coin	Western Mental Health	11100 Highway 64	Bolivar TN	Shelf / Enclosure	7.95
7316589810	Coin	Western Mental Health	11100 Highway 64	Bolivar TN	backboard	64.36
7316589813	Coin	Western Mental Health	11100 Highway 64	Bolivar TN	Shelf / Enclosure	4825.90
7316890337	Coin	Pickwick Landing State Pa	60 Winfield Ln	Adamsville TN	backboard	9.15
7316890346	Coin	Pickwick Landing State Pa	220 Playground Loop	Adamsville TN	Shelf / Enclosure	111.11
7316890436	Coin	Pickwick Landing State Pa	220 Playground Loop	Adamsville TN	Shelf / Enclosure	11.45
7316890438	Coin	Pickwick Landing State Pa	465 Marina Way	Adamsville TN	backboard	11.75
7316890486	Coin	Pickwick Landing State Pa	855 Hardin Dock Rd	Adamsville TN	backboard	26.55
7317389112	Coin	West TN High Security Fac	521 Green Chapel Rd	Henning TN	Shelf / Enclosure	36.61
7317389130	Coin	Lauderdale Rest Area	7344 Highway 51 S	Henning TN	Pedestal & enclosure	322.80
7317727631	Coin	State of TN Dept of Safet	50 I-40 W	Stanton TN	Full Booth	49.14
7317728016	Coin	Tenn PSC I-40	50 I-40 W	Stanton TN	Full Booth	66.57
7319679170	Coin	Natchez Trace State Park	100 Pin Oak Rd	Wildersville TN	backboard	88.31
7319680725	Coin	Natchez Trace State Park	24053 Natchez Trace Rd	Wildersville TN	backboard	9.60
7319685167	Coin	Natchez Trace State Park	818 Cabin Rd	Wildersville TN	Full Booth	11.85
7319688386	Coin	Natchez Trace State Park	20296 Nathcez Trace Rd	Wildersville TN	backboard	11.35
7319689139	Coin	Natchez Trace State Park	567 Pin Oak Lodge Ln	Wildersville TN	backboard	110.88
7319689150	Coin	Natchez Trace State Park	100 Pin Oak Rd	Wildersville TN	backboard	7.90
7319689160	Coin	Natchez Trace State Park	24323 Natchez Trace Rd	Wildersville TN	Shelf / Enclosure	12.20
7319689181	Coin	Natchez Trace State Park	22420 Natchez Trace Rd	Yuma TN	Shelf / Enclosure	6.95
7319892504	Coin	Chickasaw State Park	155 Campground Rd	Henderson TN	Pedestal & enclosure	6.90
7319892507	Coin	Chickasaw State Park	120 Cabin Ln	Henderson TN	Pedestal & enclosure	69.53
7319899906	Coin	Chickasaw State Park	660 Campground Rd	Henderson TN	backboard	52.25
8653978142	Coin	TDOT Rest Area	419 I-40 West	Dandridge TN	backboard	1061.09
8653979932	Coin	TDOT Rest Area	419 I-40 East	Dandridge TN	backboard	1257.60
8653979963	Coin	Mountain View Youth	809 Peal Ln	Dandridge TN	backboard	5.75
8654262402	Coin	Norris Dam State Park	125 Village Green Cir	Lake City TN	backboard	23.60
8654269448	Coin	Norris Dam State Park	785 Andrews Ridge Road	Lake City TN	backboard	50.14
8654269913	Coin	Norris Dam State Park	651 Village Green Dr	Lake City TN	backboard	11.95
8654949928	Coin	Norris Dam State Park	220 Lakeside Loop	Lake City TN	backboard	29.65
8655239694	Coin	Dept Of Public Safety	7320 Region Ln	Knoxville TN	backboard	86.63
8655889123	Coin	Lakeshore Mental Health	5908 Lyons View Pke	Knoxville TN	backboard	11.45
8655889267	Coin	Lakeshore Mental Health	5908 Lyons View Pke	Knoxville TN	backboard	5.60
8656749941	Coin	TDOT Rest Area	2 I-81 South	White Pine TN	backboard	734.79
8659929194	Coin	Big Ridge State Park	1015 Big Ridge Park Rd	Maynardville TN	backboard	166.02
9013329876	Coin	Memphis I-55 Welcome Cent	3910 S Interstate 55	Memphis TN	Pedestal & enclosure	687.69

**ATTACHMENT B
Payphone Locations and Revenue**

9015238534	Coin	Memphis I-40 Welcome Cent	119 North Riverside Dr	Memphis TN	Pedestal & enclosure	1376.21
9017859800	Coin	Fuller State Park Golf Cl	1400 Pavillion Dr	Memphis TN	backboard	5.55
9017859892	Coin	T. O. Fuller State Park	1915 Indian Village Rd	Memphis TN	backboard	81.13
9018679112	Coin	Arlington Development	11293 Memphis-Arlington Rd	Arlington TN	backboard	5.30
9018679118	Coin	Arlington Development	11293 Memphis-Arlington Rd	Arlington TN	backboard	9.75
9018679151	Coin	Arlington Development	11293 Memphis-Arlington Rd	Arlington TN	backboard	5.25
9018679157	Coin	Arlington Development	11293 Memphis-Arlington Rd	Arlington TN	backboard	5.25
9018679158	Coin	Arlington Development	11293 Memphis-Arlington Rd	Arlington TN	backboard	143.76
9018679182	Coin	Arlington Development	11293 Memphis-Arlington Rd	Arlington TN	backboard	16.98
9018679626	Coin	Arlington Development	11293 Memphis-Arlington Rd	Arlington TN	backboard	5.20
9018763590	Coin	Meeman-Shelby Forest	1100 Organized Camp Rd	Millington TN	Shelf / Enclosure	11.65
9018763591	Coin	Meeman-Shelby Forest	300 Poplar Tree Lake#2 Rd	Millington TN	backboard	137.61
9018763592	Coin	Meeman-Shelby Forest	910 Riddick Rd	Millington TN	Pedestal & enclosure	69.96
9018763593	Coin	Meeman-Shelby Forest	361 Grassy Lake Rd	Millington TN	backboard	47.24
9018763594	Coin	Meeman-Shelby Forest	661 Museum Rd	Millington TN	backboard	152.51
9018763595	Coin	Meeman-Shelby Forest	579 Riddick Rd	Millington TN	backboard	304.68
9313649385	Coin	Henry Horton State Park	4209 Nashville Hwy	Chapel Hill TN	backboard	13.26
9313649387	Coin	Henry Horton State Park	4209 Nashville Hwy	Chapel Hill TN	backboard	11.50
9314321140	Coin	Burgess Falls State Natur	4000 Burgess Falls Drive	Sparta TN	Pedestal & enclosure	30.63
9314564631	Coin	I 40 West Rest Area	Interstate 40 West	Crossville TN	Pedestal & enclosure	715.25
9314565247	Coin	Cumberland MTN State Park	24 Office Dr	Crossville TN	Pedestal & enclosure	5.15
9314689265	Coin	Ardmore Welcome Ctr	3 Interstate 65 North	Ardmore TN	Shelf / Enclosure	576.78
9315529646	Coin	Clarksville Welcome Cente	1700 Interstate 24 East	Clarksville TN	Shelf / Enclosure	688.92
9316763646	Coin	South Central Correctiona	555 W 3Rd St	Clifton TN	Shelf / Enclosure	86.81
9316763727	Coin	St Of TN-Wayne County Boo	245 Carroll Rd	Clifton TN	Pedestal & enclosure	143.76
9316863416	Coin	Rock Island State Park	82 Beach Rd	Rock Island TN	Pedestal & enclosure	95.96
9316863417	Coin	Rock Island State Park	82 Beach Rd	Rock Island TN	Pedestal & enclosure	273.51
9316863425	Coin	Rock Island State Park	82 Beach Rd	Rock Island TN	backboard	40.31
9316922057	Coin	So. Cumberland Recreation	1 Stone Door Rd	Monteagle TN	backboard	68.37
9317070086	Coin	Cumberland MTN State Park	24 Office Dr	Crossville TN	Pedestal & enclosure	5.15
9317071665	Coin	Cumberland MTN State Park	24 Office Dr	Crossville TN	Pedestal & enclosure	27.17
9317077008	Coin	Cumberland MTN State Park	24 Office Dr	Crossville TN	Pedestal & enclosure	256.89
9317077868	Coin	I 40 East Rest Area	Interstate 40 East	Crossville TN	Pedestal & enclosure	627.46
9317289241	Coin	State of TN Dept of Safet	4610 Interstate 24	Manchester TN	Full Booth	17.34
9317289330	Coin	Old Stone Fort State Park	154 Campground Ln	Manchester TN	Pedestal & enclosure	26.54
9317289399	Coin	State of TN Dept of Safet	4611 Interstate 24	Manchester TN	Full Booth	46.07
9317628852	Coin	Davy Crockett State Park	1300 W Gaines St	Lawrenceburg TN	backboard	17.49
9317629900	Coin	Davy Crockett State Park	1300 W Gaines St	Lawrenceburg TN	Pedestal & enclosure	82.88

**ATTACHMENT B
Payphone Locations and Revenue**

	9318231242	Coin	Standing Stone State Park	1674 Standing Stone Park Hwy	Hilham TN	Pedestal & enclosure	123.76
	9318231243	Coin	Standing Stone State Park	523 Beach Rd	Hilham TN	backboard	15.56
	9318581311	Coin	Edgar Evins State Park	1630 Edgar Evins State Park Rd	Silver Point TN	Pedestal & enclosure	5.10
	9318581325	Coin	Edgar Evins State Park	1630 Edgar Evins State Park Rd	Silver Point TN	backboard	47.22
	9318581330	Coin	Edgar Evins State Park	1630 Edgar Evins State Park Rd	Silver Point TN	backboard	16.96
	9318793816	Coin	Pickett State Park	4465 Pickett Park Hwy	Jamestown TN 38556	backboard	95.06
	9318793822	Coin	Pickett State Park	4465 Pickett Park Hwy	Jamestown TN 38556	backboard	517.63
	9319244233	Coin	Monteagle Rest Area	I-24East	Monteagle TN	Pedestal & enclosure	830.06
	9319244238	Coin	Monteagle Rest Area	Interstate 24 West	Monteagle TN	Pedestal & enclosure	623.74
	9319679824	Coin	Tims Ford State Park	300 Campground Cir	Winchester TN	Shelf / Enclosure	20.57
	9319679836	Coin	Tims Ford State Park	570 Tims Ford Dr	Winchester TN	Shelf / Enclosure	25.71
	9319679837	Coin	Tims Ford State Park	1290 Tims Ford Dr	Winchester TN	Pedestal & enclosure	9.80
	9319689659	Coin	Tims Ford State Park	465 Fairview Campground Rd	Winchester TN	backboard	24.76