



**STATE OF TENNESSEE  
DEPARTMENT OF CORRECTION**

**REQUEST FOR PROPOSALS  
FOR  
GPS & RF ELECTRONIC MONITORING SERVICES**

**RFP # 32901-31207**

**REVIEW DRAFT #1**

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## 1. INTRODUCTION

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

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

### 1.1. Statement of Procurement Purpose

The “Tennessee Serious and Violent Sex Offender Monitoring Pilot Project Act,” Tenn. Code Ann. §§ 40-39-301 to 306 (2006) authorizes the Tennessee Department of Correction (“TDOC”) to monitor sex offenders using global positioning system (“GPS”) technology. The State may enroll any offender in the electronic monitoring program convicted of a serious offense, sexual offense or violent offense, or any other offender that the State deems appropriate. Additionally, Tenn. Code Ann. § 39-13-522 (b)(2)(C) (2006) in conjunction with Tenn. Code Ann. § 39-13-524, provides for lifetime GPS supervision of all offenders convicted for the offense of rape of a child, as a condition of parole release.

The State is seeking a Contractor to provide and host a secure, web-based Electronic Monitoring (“EM”) system using GPS and other appropriate technologies. The State desires a thin-client, browser-based solution that provides ease of installation and support, and readiness for remote accessibility.

The State has estimated the following populations:

The State estimates that one thousand (1,000) offenders will be monitored on a daily basis by GPS/Radio Frequency (“RF”). The State anticipates four hundred (400) administrative users for GPS/RF.

- 1.1.2. The Maximum Liability for the State’s current contract, which began on September 1, 2018 and runs through August 31, 2020, is \$2,749,600.00.

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

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

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

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

### 1.3. Nondiscrimination

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

## 1.4. RFP Communications

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

**RFP # 32901-31207**

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

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

MAGGIE WILSON  
 SOURCING ACCOUNT SPECIALIST  
 CENTRAL PROCUREMENT OFFICE  
 TENNESSEE TOWER, 3<sup>RD</sup> FLOOR  
 312 ROSA L. PARKS AVE  
 NASHVILLE, TN 37243  
 PHONE: 615-741-1170  
 EMAIL: MAGGIE.WILSON@TN.GOV

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

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

MARCEDES GILCHREASE  
 OFFICE OF THE CHIEF OF STAFF  
 TENNESSEE DEPARTMENT OF CORRECTION  
 320 SIXTH AVENUE NORTH  
 NASHVILLE, TN 37243  
 615-253-8155  
MARCEDES.GILCHREASE@TN.GOV

- 1.4.3. Only the State's official, written responses and communications with Respondents are binding with regard to this RFP. Oral communications between a State official and one or more Respondents are unofficial and non-binding.
- 1.4.4. Potential Respondents must ensure that the State receives all written questions and comments, including questions and requests for clarification, no later than the Written Questions & Comments Deadline detailed in the RFP Section 2, Schedule of Events.

- 1.4.5. Respondents must assume the risk of the method of dispatching any communication or response to the State. The State assumes no responsibility for delays or delivery failures resulting from the Respondent's method of dispatch. Actual or digital "postmarking" of a communication or response to the State by a specified deadline is not a substitute for the State's actual receipt of a communication or response.
- 1.4.6. The State will convey all official responses and communications related to this RFP to the prospective Respondents from whom the State has received a Notice of Intent to Respond (refer to RFP Section 1.8).
- 1.4.7. The State reserves the right to determine, at its sole discretion, the method of conveying official, written responses and communications related to this RFP. Such written communications may be transmitted by mail, hand-delivery, facsimile, electronic mail, Internet posting, or any other means deemed reasonable by the State. For internet posting, please refer to the following website: <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/supplier-information-/request-for-proposals--rfp--opportunities1.html>.
- 1.4.8. The State reserves the right to determine, at its sole discretion, the appropriateness and adequacy of responses to written comments, questions, and requests related to this RFP. The State's official, written responses will constitute an amendment of this RFP.
- 1.4.9. Any data or factual information provided by the State (in this RFP, an RFP amendment or any other communication relating to this RFP) is for informational purposes only. The State will make reasonable efforts to ensure the accuracy of such data or information, however it is the Respondent's obligation to independently verify any data or information provided by the State. The State expressly disclaims the accuracy or adequacy of any information or data that it provides to prospective Respondents.

#### 1.5. **Assistance to Respondents With a Handicap or Disability**

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

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

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

#### 1.7. **Pre-Response Conference**

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

The conference will be held at:

To Attend In-Person:

Tennessee Tower, 3rd Floor  
Conference Room H  
312 Rosa L. Parks Ave.,  
Nashville, TN 37243

To Attend via WebEx:

Meeting number (access code): 645 174 608  
Meeting password: CV3v8R35  
Host key: 555846

Friday, February 14, 2020

10:00 am | (UTC-06:00) Central Time (US & Canada) | 1 hr 30 mins

Start meeting

Join by phone

Tap to call in from a mobile device (attendees only)

+1-415-655-0003 US TOLL

Global call-in numbers

Join from a video system or application

Dial 645174608@tngov.webex.com

You can also dial 173.243.2.68 and enter your meeting number.

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

#### 1.8. **Notice of Intent to Respond**

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

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

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

#### 1.9. **Response Deadline**

A Respondent must ensure that the State receives a response no later than the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events. The State will not accept late responses,

and a Respondent's failure to submit a response before the deadline will result in disqualification of the response. It is the responsibility of the Respondent to ascertain any additional security requirements with respect to packaging and delivery to the State of Tennessee. Respondents should be mindful of any potential delays due to security screening procedures, weather, or other filing delays whether foreseeable or unforeseeable.

## 2. RFP SCHEDULE OF EVENTS

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

EVENT	TIME (central time zone)	DATE
1. RFP Issued		March 16, 2020
2. Disability Accommodation Request Deadline	2:00 p.m.	March 19, 2020
3. Pre-response Conference	10:00am	March 23, 2020
4. Notice of Intent to Respond Deadline	2:00 p.m.	March 24, 2020
5. Written "Questions & Comments" Deadline	2:00 p.m.	March 31, 2020
6. State Response to Written "Questions & Comments"		April 23, 2020
7. Additional Written "Questions & Comments" Deadline	2:00 p.m.	April 30, 2020
8. State Response to Additional Written "Questions & Comments"		May 22, 2020
9. Response Deadline	2:00 p.m.	June 25, 2020
10. State Completion of Technical Response Evaluations (RFP Att. 6.2., Sections B & C)		July 17, 2020
11. State Schedules Respondent Oral Presentation		July 22, 2020
12. Respondent Oral Presentation	8 a.m. - 4:30 p.m.	August 4-5, 2020
13. State Schedules Field Testing		August 7, 2020
14. State Field Testing		August 17-28, 2020 (Respondent 1)  August 31-September 14, 2020 (Respondent 2)  September 15-28, 2020 (Respondent 3)
15. State Scoring of Field Testing Results (RFP Attachment 6.2., Section E)		October 2, 2020
16. State Opening and Scoring of Cost Proposals	2:00 p.m.	October 6, 2020
15. Cost Negotiations		October 7-14, 2020

16. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	October 16, 2020
17. End of Open File Period		October 23, 2020
18. State sends contract to Contractor for signature		October 26, 2020
19. Contractor Signature Deadline	2:00 p.m.	November 13, 2020

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

### 3. RESPONSE REQUIREMENTS

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#### 3.1. Response Form

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

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

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

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

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

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

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

### 3.2. Response Delivery

- 3.2.1. A Respondent must ensure that both the original Technical Response and Cost Proposal documents meet all form and content requirements, including all required signatures, as detailed within this RFP, as may be amended.
- 3.2.2. A Respondent must submit original Technical Response and Cost Proposal documents and copies as specified below.
  - 3.2.2.1. One (1) original Technical Response paper document labeled:
 

**“RFP # 32901-31207 TECHNICAL RESPONSE ORIGINAL”**

and NINE (9) digital copies of the Technical Response each in the form of one (1) digital document in “PDF” format properly recorded on its own otherwise blank, standard CD-R recordable disc or USB flash drive labeled:

**“RFP # 32901-31207 TECHNICAL RESPONSE COPY”**

The digital copies should not include copies of sealed customer references, however any other discrepancy between the paper Technical Response document and any digital copies may result in the State rejecting the proposal as non-responsive.
  - 3.2.2.2. One (1) original Cost Proposal paper document labeled:
 

**“RFP # 32901-31207 COST PROPOSAL ORIGINAL”**

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

**“RFP # 32901-31207 COST PROPOSAL COPY”**

In the event of a discrepancy between the original Cost Proposal document and the digital copy, the original, signed document will take precedence.
- 3.2.3. A Respondent must separate, seal, package, and label the documents and copies for delivery as follows:
  - 3.2.3.1. The Technical Response original document and digital copies must be placed in a sealed package that is clearly labeled:
 

**“DO NOT OPEN... RFP # 32901-31207 TECHNICAL RESPONSE FROM [RESPONDENT LEGAL ENTITY NAME]”**
  - 3.2.3.2. The Cost Proposal original document and digital copy must be placed in a separate, sealed package that is clearly labeled:

**“DO NOT OPEN... RFP # 32901-31207 COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]”**

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

**“RFP # 32901-31207 SEALED TECHNICAL RESPONSE & SEALED COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]”**

- 3.2.4. A Respondent must ensure that the State receives a response no later than the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events at the following address:

MAGGIE WILSON  
 SOURCING ACCOUNT SPECIALIST  
 CENTRAL PROCUREMENT OFFICE  
 TENNESSEE TOWER, 3<sup>RD</sup> FLOOR  
 312 ROSA L. PARKS AVE  
 NASHVILLE, TN 37243  
 PHONE: 615-741-1170  
 EMAIL: [MAGGIE.WILSON@TN.GOV](mailto:MAGGIE.WILSON@TN.GOV)

### 3.3. Response & Respondent Prohibitions

- 3.3.1. A response must not include alternate contract terms and conditions. If a response contains such terms and conditions, the State, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it.
- 3.3.2. A response must not restrict the rights of the State or otherwise qualify either the offer to deliver goods or provide services as required by this RFP or the Cost Proposal. If a response restricts the rights of the State or otherwise qualifies either the offer to deliver goods or provide services as required by this RFP or the Cost Proposal, the State, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it.
- 3.3.3. A response must not propose alternative goods or services (*i.e.*, offer services different from those requested and required by this RFP) unless expressly requested in this RFP. The State may consider a response of alternative goods or services to be non-responsive and reject it.
- 3.3.4. A Cost Proposal must be prepared and arrived at independently and must not involve any collusion between Respondents. The State will reject any Cost Proposal that involves collusion, consultation, communication, or agreement between Respondents. Regardless of the time of detection, the State will consider any such actions to be grounds for response rejection or contract termination.
- 3.3.5. A Respondent must not provide, for consideration in this RFP process or subsequent contract negotiations, any information that the Respondent knew or should have known was materially incorrect. If the State determines that a Respondent has provided such incorrect information, the State will deem the Response non-responsive and reject it.
- 3.3.6. A Respondent must not submit more than one Technical Response and one Cost Proposal in response to this RFP, except as expressly requested by the State in this RFP. If a Respondent submits more than one Technical Response or more than one Cost Proposal, the State will deem all of the responses non-responsive and reject them.

- 3.3.7. A Respondent must not submit a response as a prime contractor while also permitting one or more other Respondents to offer the Respondent as a subcontractor in their own responses. Such may result in the disqualification of all Respondents knowingly involved. This restriction does not, however, prohibit different Respondents from offering the same subcontractor as a part of their responses (provided that the subcontractor does not also submit a response as a prime contractor).
- 3.3.8. The State shall not consider a response from an individual who is, or within the past six (6) months has been, a State employee. For purposes of this RFP:
- 3.3.8.1. An individual shall be deemed a State employee until such time as all compensation for salary, termination pay, and annual leave has been paid;
- 3.3.8.2. A contract with or a response from a company, corporation, or any other contracting entity in which a controlling interest is held by any State employee shall be considered to be a contract with or proposal from the employee; and
- 3.3.8.3. A contract with or a response from a company, corporation, or any other contracting entity that employs an individual who is, or within the past six (6) months has been, a State employee shall not be considered a contract with or a proposal from the employee and shall not constitute a prohibited conflict of interest.

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

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

#### 3.5. **Response Withdrawal**

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

#### 3.6. **Additional Services**

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

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

#### 3.7. **Response Preparation Costs**

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

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

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### **4.1. RFP Amendment**

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

### **4.2. RFP Cancellation**

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

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

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

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

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

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

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

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

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

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

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

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

#### 4.6. **Insurance**

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

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

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

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

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

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

- 4.9.1. After contract award, the Contractor who is awarded the contract must submit appropriate documentation with the Department of Finance and Administration, Division of Accounts.
- 4.9.2. This RFP and its contractor selection processes do not obligate the State and do not create rights, interests, or claims of entitlement in either the Respondent with the apparent best-evaluated response or any other Respondent. State obligations pursuant to a contract award shall commence only after the Contract is signed by the State agency head and the Contractor and after the Contract is approved by all other state officials as required by applicable laws and regulations.
- 4.9.3. No payment will be obligated or made until the relevant Contract is approved as required by applicable statutes and rules of the State of Tennessee.

- 4.9.3.1. The State shall not be liable for payment of any type associated with the Contract resulting from this RFP (or any amendment thereof) or responsible for any goods delivered or services rendered by the Contractor, even goods delivered or services rendered in good faith and even if the Contractor is orally directed to proceed with the delivery of goods or the rendering of services, if it occurs before the Contract Effective Date or after the Contract Term.
- 4.9.3.2. All payments relating to this procurement will be made in accordance with the Payment Terms and Conditions of the Contract resulting from this RFP (refer to RFP Attachment 6.6., *Pro Forma Contract*, Section C).
- 4.9.3.3. If any provision of the Contract provides direct funding or reimbursement for the competitive purchase of goods or services as a component of contract performance or otherwise provides for the reimbursement of specified, actual costs, the State will employ all reasonable means and will require all such documentation that it deems necessary to ensure that such purchases were competitive and costs were reasonable, necessary, and actual. The Contractor shall provide reasonable assistance and access related to such review. Further, the State shall not remit, as funding or reimbursement pursuant to such provisions, any amounts that it determines do not represent reasonable, necessary, and actual costs.

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

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

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

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

#### 4.12. **Severability**

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

#### 4.13. **Next Ranked Respondent**

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

## 5. EVALUATION & CONTRACT AWARD

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### 5.1. Evaluation Categories & Maximum Points

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

EVALUATION CATEGORY	MAXIMUM POINTS POSSIBLE
<b>General Qualifications &amp; Experience</b> (refer to RFP Attachment 6.2., Section B)	<b>100</b>
<b>Technical Qualifications, Experience &amp; Approach</b> (refer to RFP Attachment 6.2., Section C)	<b>575</b>
<b>Oral Presentation</b> (refer to RFP Attachment 6.2., Section D)	<b>0</b>
<b>Field Testing</b> (refer to RFP Attachment 6.2., Section E)	<b>125</b>
<b>Cost Proposal</b> (refer to RFP Attachment 6.3.)	<b>200</b>

### 5.2. Evaluation Process

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

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

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

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

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

- c. the State will determine the response to be non-responsive to the RFP and reject it.
- 5.2.1.3. Proposal Evaluation Team members will independently evaluate each Technical Response (that is responsive to the RFP) against the evaluation criteria in this RFP, and will score each in accordance with the RFP Attachment 6.2., Technical Response & Evaluation Guide.
  - 5.2.1.4. For each response evaluated, the Solicitation Coordinator will calculate the average of the Proposal Evaluation Team member scores for RFP Attachment 6.2., Technical Response & Evaluation Guide, and record each average as the response score for the respective Technical Response section.
  - 5.2.1.5. The Solicitation Coordinator will invite each Respondent, who is apparently responsive and responsible, to make an oral presentation.
    - 5.2.1.5.1. The Solicitation Coordinator will schedule Respondent presentations during the period indicated by the RFP Section 2, Schedule of Events. The Solicitation Coordinator will make every effort to accommodate each Respondent's schedules. When the Respondent presentation schedule has been determined, the Solicitation Coordinator will contact Respondents with the relevant information as indicated by RFP Section 2, Schedule of Events.
    - 5.2.1.5.2. Respondent presentations are only open to the invited Respondent, Proposal Evaluation Team members, the Solicitation Coordinator, and any technical consultants who are selected by the State to provide assistance to the Proposal Evaluation Team.
    - 5.2.1.5.3. Oral presentations provide an opportunity for Respondents to explain and clarify their responses. Respondents must not materially alter their responses and presentations will be limited to addressing the items detailed in RFP Attachment 6.2., Technical Response & Evaluation Guide. Respondent pricing shall not be discussed during oral presentations. Evaluators may adjust Respondents' Technical Response scores based on Oral Presentations.
    - 5.2.1.5.4. The State will maintain an accurate record of each Respondent's oral presentation session. The record of the Respondent's oral presentation shall be available for review when the State opens the procurement files for public inspection.
- 5.2.2. **Field Testing.** The Solicitation Coordinator will invite the top **THREE (3)** ranked Respondents, from those Respondents who participated in the oral presentations (see RFP Section 5.2.1.5) to participate in Field Testing. The ranking will be determined after the Technical Proposals and Oral Presentation scores are totaled and ranked (e.g., 1 – the best evaluated ranking, etc.).
    - 5.2.2.1. Participation in the Field Test is mandatory. The Solicitation Coordinator will schedule Respondents participating in the Field Testing period indicated by the RFP Section 2, Schedule of Events. Qualifying Respondents will be required to submit all corresponding instructions, software application links, and product samples/equipment. When the Respondent testing schedule has been determined, the Solicitation Coordinator will contact Respondents with the relevant information as indicated by RFP Section 2, Schedule of Events.
    - 5.2.2.2. Field Testing is only open to the invited Respondents, the Proposal Evaluation Team Members, the Solicitation Coordinator and, any technical consultants who are selected by the State to provide assistance to the Proposal Evaluation Team.
    - 5.2.2.3. The Field Test provides an opportunity for the Respondent to demonstrate the solution proposed during their response, and for the State to test how the Respondent's software and

equipment works in real-time in conjunction with the multiple cellular providers across the state. During Field Testing, each Respondent will be scored on the performance of the Electronic Monitoring (“EM”) and Radio Frequency (“RF”) hardware and Monitoring Center Software. Proposal Evaluation Team Members will wear the submitted hardware for testing and download the proposed monitoring software that was presented during the oral presentations. Respondents must not materially alter their hardware or software. Respondents are required to provide hardware and software that is live and readily available for activation upon award. The hardware and software must not be a “sandbox” or test environment application or test model, but rather a live version in use by other government entities. Failure to meet this requirement as outlined in RFP Attachment 6.2., Section A: Mandatory Requirements, may determine a Respondent to be non-responsive. RFP Attachment 6.2. Field Test Evaluation Guide. **Respondent pricing shall not be provided during field testing.**

5.2.2.4. The State will maintain an accurate record of each Respondent’s Field Test. The record of the Respondent’s Field Test shall be available for review when the State opens the procurement file for public inspection.

5.2.2.5. Proposal Evaluation Team members will independently evaluate each Field Test in accordance with the RFP Attachment Section 6.2., Field Test Evaluation Guide, Section E. .

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

5.2.3. **Cost Proposal Evaluation.** The Solicitation Coordinator will open for evaluation the Cost Proposal of each Respondent deemed by the State to be responsive and responsible and calculate and record each Cost Proposal score in accordance with the RFP Attachment 6.3., Cost Proposal & Scoring Guide.

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

### 5.3. Contract Award Process

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

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

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

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

5.3.4. The Respondent identified as offering the apparent best-evaluated response must sign a contract drawn by the State pursuant to this RFP. The Contract shall be substantially the same as the

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

**RFP ATTACHMENT 6.1.****RFP # 32901-31207 STATEMENT OF CERTIFICATIONS AND ASSURANCES**

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

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

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

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

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

**SIGNATURE:**

\_\_\_\_\_

**PRINTED NAME & TITLE:**

\_\_\_\_\_

**DATE:**

\_\_\_\_\_

**RESPONDENT LEGAL ENTITY  
NAME:**

\_\_\_\_\_

## RFP ATTACHMENT 6.2. — Section A

## TECHNICAL RESPONSE &amp; EVALUATION GUIDE

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

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

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		The Response must be delivered to the State no later than the Response Deadline specified in the RFP Section 2, Schedule of Events.	
		The Technical Response and the Cost Proposal documentation must be packaged separately as required (refer to RFP Section 3.2., <i>et. seq.</i> ).	
		The Technical Response must NOT contain cost or pricing information of any type.	
		The Technical Response must NOT contain any restrictions of the rights of the State or other qualification of the response.	
		A Respondent must NOT submit alternate responses (refer to RFP Section 3.3.).	
		A Respondent must NOT submit multiple responses in different forms (as a prime and a subcontractor) (refer to RFP Section 3.3.).	
	A.1.	Provide the Statement of Certifications and Assurances (RFP Attachment 6.1.) completed and signed by an individual empowered to bind the Respondent to the provisions of this RFP and any resulting contract. The document must be signed without exception or qualification.	
	A.2.	Provide a statement, based upon reasonable inquiry, of whether the Respondent or any individual who shall cause to deliver goods or perform services under the contract has a possible conflict of interest ( <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 Respondent's business relationship with the financial institution is in positive standing. Such reference must be written in the form of a standard business letter, signed, and dated within the past three (3) months.	
	A.4.	Provide two (2) current positive credit references from vendors with which the Respondent has done business written in the form of standard business letters, signed, and dated within the past three (3) months.	
	A.5.	Provide EITHER:	

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		<p>(a) an official document or letter from an accredited credit bureau, verified and dated within the last three (3) months and indicating a positive credit rating for the Respondent (NOTE: A credit bureau report number without the full report is insufficient and will not be considered responsive.); OR</p> <p>(b) a Dun &amp; Bradstreet short-form report, verified and dated within the last three (3) months and indicating a positive credit rating for the Respondent.</p>	
	<b>A.6.</b>	<p>Provide a valid, Certificate of Insurance that is verified and dated within the last six (6) months and which details all of the following:</p> <p>(a) Insurance Company</p> <p>(b) Respondent's Name and Address as the Insured</p> <p>(c) Policy Number</p> <p>(d) The following minimum insurance coverage:</p> <p>(i) Workers' Compensation/ Employers' Liability (including all states coverage) with a limit not less than the relevant statutory amount or One Million Dollars (\$1,000,000.00) per occurrence for employers' liability;</p> <p>(ii) Comprehensive Commercial General Liability (including personal injury &amp; 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 (\$1,000,000.00) per occurrence and Five Million Dollars (\$5,000,000.00) aggregate;</p> <p>(iii) Automobile Coverage (including owned, leased, hired, and non-owned vehicles) with a bodily injury/property damage combined single limit not less than One Million Dollars (\$1,000,000.00) per occurrence; and</p> <p>(iv) Professional Malpractice Liability with a limit of not less than One Million Dollars (\$1,000,000.00) per claim.</p> <p>(e) The following information applicable to each type of insurance coverage:</p> <p>(i) Coverage Description,</p> <p>(ii) Exceptions and Exclusions,</p> <p>(iii) Policy Effective Date,</p> <p>(iii) Policy Expiration Date, and</p> <p>(v) Limit(s) of Liability.</p>	
	<b>A.7.</b>	<p>Provide documentation disclosing the amount of cash flows from operating activities for the Respondent's most current operating period. Said documentation must indicate whether the cash flows are positive or negative, and, if the cash flows are negative for the most recent operating period, the documentation must include a detailed explanation of the factors contributing to the negative cash flows.</p> <p>NOTICE: All persons, agencies, firms, or other entities that provide opinions regarding the Respondent's financial status must be properly licensed to render such opinions. The State may require the Respondent to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders the opinions.</p>	

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
	A.8.	Respondent's Technical Response submitted for RFP Attachment 6.2. Section C, must not exceed one hundred (100) pages in length and all text must be at least a twelve (12) point font (maps, graphs, and charts included as an appendix will not count against this page limit).	
	A.9.	<p>Provide a statement that includes a maximum of four (4) pages that includes the following information:</p> <p>The Respondent shall supply a cloud-based server dedicated to the State to store and maintain offender data.</p> <p>The EM device shall be able to work as both a GPS &amp; RF in one (1) device.</p> <p>The EM device shall have the capability to disable location gathering when being used as a dedicated RF unit.</p> <p>The Respondent shall provide maintenance and support that is based in the United States.</p> <p>The Respondent shall provide two-way communication between the State's offender management system and the Respondent's monitoring software (i.e. Offender profile data, case notes, etc.).</p> <p>The Respondent shall supply a web-based and Contractor hosted application for monitoring the EM System.</p> <p>The Respondent shall maintain all collected data during the term of the contract. The Respondent shall provide all data to the State in a format acceptable to the State at any time during the contract, and additionally before the contract end date.</p> <p>The EM device shall not have a removable battery as its primary power source.</p> <p>The Contractor shall not duplicate existing GIS base mapping data products. The Contractor shall utilize the STS – GIS Services' Tennessee Base Mapping Program ("TNBMP") data products in partnership with the State and local law enforcement agencies. Local GIS data products that meet or exceed TNBMP technical specifications may be used where TNBMP data products do not exist.</p>	
	A.10.	Provide a written statement affirming that the Respondent shall deliver Programming in compliance with the American Correctional Association's ("ACA") standards so that the State's accreditation is not jeopardized.	
	A.11.	Provide a statement that confirms that if selected for Field Testing, the Respondent shall ensure that the data captured during the Field Testing period is provided in a non-proprietary format on a storage media device at the end of testing.	
	A.12.	Provide a statement affirming that the hardware and software presented for testing is live and readily available for activation upon award. The hardware and software must not be a "sandbox" or test environment application or test model, but rather a live version in use by other government entities. In addition, please provide references for one (1) or more of the government entities currently using the hardware and monitoring software.	

<b>RESPONDENT LEGAL ENTITY NAME:</b>			
<b>Response Page # (Respondent completes)</b>	<b>Item Ref.</b>	<b>Section A— Mandatory Requirement Items</b>	<b>Pass/Fail</b>
<i>State Use – Solicitation Coordinator Signature, Printed Name &amp; Date:</i>			

## RFP ATTACHMENT 6.2. — SECTION B

## TECHNICAL RESPONSE &amp; EVALUATION GUIDE

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

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

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

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

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

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<p>NOTE: In order to claim status as a Diversity Business Enterprise under this contract, businesses must be certified by the Governor's Office of Diversity Business Enterprise (Go-DBE). Please visit the Go-DBE website at <a href="https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&amp;XID=9810">https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&amp;XID=9810</a> for more information.</p> <p>(d) <u>Workforce</u>. Provide the percentage of the Respondent's total current employees by ethnicity and gender.</p> <p>NOTE: Respondents that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and subcontractors. Response evaluations will recognize the positive qualifications and experience of a Respondent that does business with enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises and who offer a diverse workforce.</p>
	<b>B.16.</b>	<p>Provide a statement of whether or not the Respondent has any current contracts with the State of Tennessee or has completed any contracts with the State of Tennessee within the previous five (5) year period. If so, provide the following information for all of the current and completed contracts:</p> <p>(a) the name, title, telephone number and e-mail address of the State contact knowledgeable about the contract;</p> <p>(b) the procuring State agency name;</p> <p>(c) a brief description of the contract's scope of services;</p> <p>(d) the contract period; and</p> <p>(e) the contract number.</p> <p>NOTES:</p> <ul style="list-style-type: none"> <li>▪ 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.</li> <li>▪ Each evaluator will generally consider the results of inquiries by the State regarding all contracts noted.</li> </ul>
	<b>B.17.</b>	<p>Provide customer references from individuals who are <u>not</u> current or former State employees for projects similar to the goods or services sought under this RFP and which represent:</p> <ul style="list-style-type: none"> <li>▪ two (2) accounts Respondent currently services that are similar in size to the State; <u>and</u></li> <li>▪ three (3) completed projects.</li> </ul> <p>References from at least three (3) different individuals are required to satisfy the requirements above, e.g., an individual may provide a reference about a completed project and another reference about a currently serviced account. The standard reference questionnaire, which <u>must</u> be used and completed, is provided at RFP Attachment 6.4. References that are not completed as required may be deemed non-responsive and may not be considered.</p> <p>The Respondent will be <u>solely</u> responsible for obtaining fully completed reference questionnaires and including them in the sealed Technical Response. In order to obtain and submit the completed reference questionnaires follow the process below:</p> <p>(a) Add the Respondent's name to the standard reference questionnaire at RFP Attachment 6.4. and make a copy for each reference.</p> <p>(b) Send a reference questionnaire and new, standard #10 envelope to each reference.</p> <p>(c) Instruct the reference to:</p> <ol style="list-style-type: none"> <li>(i) complete the reference questionnaire;</li> <li>(ii) sign and date the completed reference questionnaire;</li> <li>(iii) seal the completed, signed, and dated reference questionnaire within the envelope provided;</li> </ol>

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

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<p>(iv) sign his or her name in ink across the sealed portion of the envelope; and</p> <p>(v) return the sealed envelope directly to the Respondent (the Respondent may wish to give each reference a deadline, such that the Respondent will be able to collect all required references in time to include them within the sealed Technical Response).</p> <p>(d) <u>Do NOT open the sealed references upon receipt.</u></p> <p>(e) Enclose all <u>sealed</u> reference envelopes within a larger, labeled envelope for inclusion in the Technical Response as required.</p> <p>NOTES:</p> <ul style="list-style-type: none"> <li>▪ The State will not accept late references or references submitted by any means other than that which is described above, and each reference questionnaire submitted must be completed as required.</li> <li>▪ The State will not review more than the number of required references indicated above.</li> <li>▪ While the State will base its reference check on the contents of the sealed reference envelopes included in the Technical Response package, the State reserves the right to confirm and clarify information detailed in the completed reference questionnaires, and may consider clarification responses in the evaluation of references.</li> <li>▪ The State is under <u>no</u> obligation to clarify any reference information.</li> </ul>
	<b>B.18.</b>	<p>Provide a statement and any relevant details addressing whether the Respondent is any of the following:</p> <p>(a) is presently debarred, suspended, proposed for debarment, or voluntarily excluded from covered transactions by any federal or state department or agency;</p> <p>(b) has within the past three (3) years, been convicted of, or had a civil judgment rendered against the contracting party from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;</p> <p>(c) is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed above; and</p> <p>(d) has within a three (3) year period preceding the contract had one or more public transactions (federal, state, or local) terminated for cause or default.</p>
		<p><b>SCORE (for <u>all</u> Section B—Qualifications &amp; Experience Items above):</b> (maximum possible score = 100)</p>
State Use – Evaluator Identification:		

## RFP ATTACHMENT 6.2. — SECTION C

## TECHNICAL RESPONSE &amp; EVALUATION GUIDE

**SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH.** The Respondent must address all items (below) and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below. A Proposal Evaluation Team, made up of three (3) or more State employees, will independently evaluate and then rate a Respondent's answer to each of items C.1 through C.95 below, by assigning to each answer a sub-score, the sum of which will determine a Respondent's overall score for Section C-Technical Qualifications, Experience & Approach.

<b>RESPONDENT LEGAL ENTITY NAME:</b>		
<b>Response Page #</b> (Respondent completes)	<b>Item Ref.</b>	<b>Section C-Technical Qualifications, Experience &amp; Approach Items</b>
		<b>OVERVIEW</b>
	<b>C.1.</b>	Provide an Executive Summary of the Respondent's offer. The executive summary must be no more than four (4) pages in type no smaller than ten (10) point, and must provide a concise summarization of the products and services being proposed that illustrates the Respondent's understanding of the State's requirements and project schedule, the planned approach to providing the services and accomplishing the State's objectives, and documentation as to why the software and services being proposed are the best value for the State.
	<b>C.2.</b>	Provide a narrative that describes the methodology and approach to managing the project. The narrative must illustrate how the Respondent will manage the project, ensure completion of the scope of services, and accomplish required objectives within the State's project methodology.
	<b>C.3.</b>	Provide a narrative with diagrams that describes the web-based application, hardware, communications, and any other components of the proposed EM System.
	<b>C.4.</b>	Provide a draft project work plan that includes tasks, duration estimates, resources, milestones, deliverables, and any other data to demonstrate the Respondent's understanding of the work required to successfully complete this project.
	<b>C.5.</b>	Provide a narrative that illustrates how the Respondent will provide EM system hardware and software to support electronic tracking and monitoring, using Global Positioning System ("GPS"), Location Based Services ("LBS"), Radio Frequency ("RF") technology, as well as other technologies.
	<b>C.6.</b>	Provide a narrative that illustrates how the Respondent will provide Contractor support staff for the Contractor's management of the EM system including one (1) Statewide Project Manager and one (1) Account Manager. The Contractor shall also provide other support staff as needed.
	<b>C.7.</b>	Provide a narrative that illustrates the Respondent's system support for the initial field office installation and for providing "hands-on" classroom training upon award.
<b>SCORE (for Section C—Technical Qualifications, Experience &amp; Approach Items (OVERVIEW ONLY above):</b> (maximum possible score = 25)		
		<b>MAINTENANCE AND SUPPORT</b>
	<b>C.8.</b>	Provide a narrative that illustrates how the Respondent will introduce new hardware and software for review and approval by the State prior to deployment.
	<b>C.9.</b>	Provide a narrative that illustrates how the Respondent will notify the State prior to any planned EM System downtime or maintenance.

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

<b>RESPONDENT LEGAL ENTITY NAME:</b>		
<b>Response Page #</b> (Respondent completes)	<b>Item Ref.</b>	<b>Section C-Technical Qualifications, Experience &amp; Approach Items</b>
	<b>C.10.</b>	Provide a narrative that illustrates how the Respondent will provide technical support when contacted by the State and on-site assistance at the appropriate State office as needed by the State.
	<b>C.11.</b>	Provide a narrative that illustrates how the Respondent will provide forensic evaluation of equipment to confirm deliberate damage with secure chain-of-custody procedures for units needed as evidence for prosecution of vandalism or tampering as well as expert witness testimony.
<b>SCORE (for Section C—Technical Qualifications, Experience &amp; Approach Items (MAINTENANCE AND SUPPORT ONLY above):</b> (maximum possible score = 25)		
<b>SOFTWARE</b>		
	<b>C.12.</b>	Provide a narrative that describes how the Respondent's EM System shall be accessible from multiple platforms (i.e. cell phones, tablets, PC, etc.).
	<b>C.13.</b>	Provide a narrative that illustrates how the Respondent's EM System will be scalable and have the capacity to monitor and track a minimum of one thousand (1,000) wearers.
	<b>C.14.</b>	Provide a narrative that illustrates how the Respondent will transmit data between the State's Offender Management System ("OMS") and the EM System in an encrypted format to meet all applicable state security requirements.
	<b>C.15.</b>	Provide a narrative that illustrates how the Respondent's EM Software will utilize role-based security profiles and have the capability to connect the State's Active Directory Environment.
<b>SCORE (for Section C—Technical Qualifications, Experience &amp; Approach Items (SOFTWARE ONLY above):</b> (maximum possible score = 40)		
<b>SOFTWARE- ALERTS</b>		
	<b>C.16.</b>	Provide a narrative that illustrates how the Respondent's EM System can electronically monitor wearers movements on a continuous basis and identify the wearers' presence or absence from specific locations at specified time periods.
	<b>C.17.</b>	Provide a narrative that illustrates how the Respondent's EM System will create notifications for the following types of events according to State established protocols: <ul style="list-style-type: none"> <li>a. Strap Tamper (cutting or removal of the strap from the device);</li> <li>b. Tampering with EM Device (damage or removal not related to the strap removal);</li> <li>c. Inclusion zone violation ("out of place");</li> <li>d. Exclusion zone violation (wearers presence in an off-limits area); and</li> <li>e. Charging violation (failure to insert into or attach charger at prescribed time or prescribed length of time).</li> </ul>
	<b>C.18.</b>	Provide a narrative that illustrates how Respondent will meet the following requirement. The EM System creates notification of the following types of events according to State established protocols: Charging violation (failure to insert into or attach charger at prescribed time or prescribed length of time.)
	<b>C.19.</b>	Provide a narrative that illustrates how the Respondent's EM System will notify the State should any of the following types of events occur according to State established protocols:

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

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section C-Technical Qualifications, Experience & Approach Items
		<ul style="list-style-type: none"> <li>a. Unit failed to call in at scheduled time;</li> <li>b. Transmitter low;</li> <li>c. Tracking unit battery low (items 8 and 9 could be combined for one-piece unit solutions);</li> <li>d. Loss of GPS signal;</li> <li>e. Blocking/masking; and</li> <li>f. AC power loss (charger/base).</li> </ul>
	<b>C.20.</b>	Provide a narrative that illustrates how the Respondent's EM System will allow officers to record the reason for an Alert.
	<b>C.21.</b>	Provide a narrative that illustrates how the Respondent's EM system will track the status of certain critical Alerts, as defined in TDOC Policy #704.12 Global Positioning System Offender Monitoring, Master Tamper Response Protocol Guide, the Master Tamper Response Matrix, CR-3987 , for acknowledgement that the Alert was received by the officer or for escalating the Alert to the next listed contact person if acknowledgement is not received within an amount of time to be established by the State. Text Messaging of Alerts and escalation is preferred.
	<b>C.22.</b>	Provide a narrative that illustrates how the EM system is able to record the name of the person conducting the Alert investigation.
	<b>C.23.</b>	Provide a narrative that illustrates how the EM system will show the state of the wearer's violation and differentiate between those that have not been reviewed, reviewed/pending resolution, reviewed/cleared by Monitoring Center, reviewed/cleared by Officer, self-cleared prior to review, offender resolved, reviewed/equipment issue, and violation confirmed in a manner that is quantifiable, with ability to enter additional text if necessary.
	<b>C.24.</b>	Provide a narrative that illustrates how the EM system shall make notification of wearers' Alerts at time intervals which can be programmed by the State, based upon the Alert type's protocol. Each Alert type's intervals can vary from "real time" (immediately) to next day, with the State's option of reporting methods – telephone call, text, e-mail, etc. Example for illustrative purposes only: Strap Alert- immediate notification by phone call.
	<b>C.25.</b>	Provide a narrative that illustrates how the EM system will make notification of wearers' Alerts at time intervals which can be programmed by the State, based upon the Alert type's protocol. Each Alert type's intervals can vary from "real time" (immediately) to next day, with the State's option of reporting methods such as telephone call, text, e-mail, etc. Examples for illustrative purposes only: Exclusion Zone Alert - after three (3) consecutive points AND not cleared, notify by text; Curfew Alert - Notify by text; and Low Battery Alert- range selected by officer, from four (4) to twelve (12) hours AND not cleared, notify by text.
<b>SCORE (for Section C—Technical Qualifications, Experience &amp; Approach Items (SOFTWARE-ALERTS ONLY above):</b>		
<i>(maximum possible score = 80)</i>		
<b>SOFTWARE- MONITORING</b>		
	<b>C.26.</b>	Provide a narrative that illustrates how the EM system will allow the addition of Exclusion Zones within Inclusion Zone s. (For example, a countywide Inclusion Zone with smaller Exclusion Zones contained within.)
	<b>C.27.</b>	Provide a narrative that illustrates how the EM system will accept individual wearers' schedules within the inclusion and Exclusion Zones.
	<b>C.28.</b>	Provide a narrative that illustrates how the EM system shall allow inclusion and Exclusion Zones to overlap. For example, an offender's residence being located within one thousand (1,000) feet of a newly built school would be permissible.
	<b>C.29.</b>	Provide a narrative that illustrates how the EM system will provide a routine schedule for updates of the data from the State and update the zones without requiring officers to re-create offender zone settings.

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

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section C-Technical Qualifications, Experience & Approach Items
	<b>C.30.</b>	Provide a narrative that illustrates how the EM system will provide offender curfew monitoring, enable State and/or local law enforcement agencies to establish exclusion and Inclusion Zones that are unique to a specific offender, and incorporate existing standard generic sex offender Exclusion Zones (i.e. parks, day care, schools, playgrounds, etc.) through utilization of the information contained in the current State or local law enforcement agencies' Geographic Information Systems (GIS).
	<b>C.31.</b>	The Contractor shall not duplicate existing GIS base mapping data products. Provide a narrative that illustrates how the Contractor shall utilize the STS – GIS Services' Tennessee Base Mapping Program ("TNBMP") data products in partnership with the State and local law enforcement agencies. Local GIS data products that meet or exceed TNBMP technical specifications may be used where TNBMP data products do not exist.
	<b>C.32.</b>	Provide a narrative that illustrates how the EM system will allow for exceptions to zone rules. For example, an offender going into the hospital could be entered as a temporary one-time event, with their admission date as the beginning and their discharge date as the end date.
	<b>C.33.</b>	Provide a narrative that illustrates how the GPS EM system can be configured with data supplied by the State to auto-populate a default setting of Exclusion Zones based on the State-defined category of wearer. For example, an offender is entered into the EM system under the category of "Sex Offender", resulting in the automatic creation of Exclusion Zones "all parks" and "all schools". (Zones created with data imported from the State.)
	<b>C.34.</b>	Provide a narrative that illustrates how the EM system is able to store event data with download capability so reports can be prepared by the State as needed.
	<b>C.35.</b>	Provide a narrative that illustrates how the EM system is able to record the date.
	<b>C.36.</b>	Provide a narrative that illustrates how the EM system provides for active and Passive Monitoring.
	<b>C.37.</b>	Provide a narrative that illustrates how the EM system will record the date and time the bracelet was removed.
	<b>C.38.</b>	Provide a narrative that illustrates how the EM system allows officers to note the reasons for replacing the device, such as a drop-down menu listing identified reasons for replacement.
	<b>C.39.</b>	Provide a narrative that illustrates how the EM system is capable of providing default protocols based upon wearer classification.
	<b>C.40.</b>	Provide a narrative that illustrates how the EM system allows the State to set up individual protocols for each wearer.
	<b>C.41.</b>	Provide a narrative that illustrates how the EM system can record the wearers' personal information.
	<b>C.42.</b>	Provide a narrative that illustrates how the EM system can be configured with protocols to enable features that the State wants and disable those that it does not want. For example, types of Alerts, notifications, zone categories, etc.
	<b>C.43.</b>	Provide a narrative that illustrates how the EM system identifies the officer in charge of the wearer including the officer's name, phone numbers, and additional points of contact if different than the wearer's assigned officer such as 'on call' staff.
	<b>C.44.</b>	Provide a narrative that illustrates how the EM system can record the referring state agency should the referral come from an agency other than or in addition to TDOC.
	<b>C.45.</b>	Provide a narrative that illustrates how EM system identifies the bracelet's manufacturer, model and serial number.
	<b>C.46.</b>	Provide a narrative that illustrates how the EM system can record all time-stamped data in a consistent format including the time zone of the wearer.
	<b>C.47.</b>	Provide a narrative that illustrates how the EM system can record the date and time when the tracking device is activated on the wearer.
	<b>C.48.</b>	Provide a narrative that illustrates how the GPS and RF EM system is able to record the responsible officer's contact information.

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

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section C-Technical Qualifications, Experience & Approach Items
	C.49.	Provide a narrative that illustrates how the EM system will facilitate the expedient entry of data, such as an "auto-fill" feature where, as data such as the wearers' name is entered, the system offers possibilities that match the data already typed in.
	C.50.	Provide a narrative that illustrates how the EM system will facilitate the expedient entry of data, such as an "auto-complete" feature where, once a wearers' or an officer's name is entered, the information will auto-populate on the screen with the remaining information for that person from the database.
	C.51.	Provide a narrative that illustrates how the EM system can be configured to establish wearer profiles and identify the wearers by their classification, such as Child Sex Offender, Sex Offender, Violent Offender, etc. with capability of adding additional categories as needed by the State.
	C.52.	Provide a narrative that illustrates how the EM system provides online, context-sensitive help covering all features of the software.
	C.53.	Provide a narrative that illustrates how the EM system stores device assignment data for each device that can easily be retrieved by an officer.
	C.54.	Provide a narrative that illustrates how the EM System is able to use the data in crime scene investigations, either by event or through electronic crime data correlation.
	C.55.	Provide a narrative that illustrates how the EM System can provide inventory management.
	C.56.	Provide a narrative that illustrates how the EM System can be configured to list an agent's assigned cases on one (1) screen.
<b>SCORE (for Section C—Technical Qualifications, Experience &amp; Approach Items (SOFTWARE-MONITORING ONLY above):</b> <i>(maximum possible score = 110)</i>		
<b>SOFTWARE- REPORTS</b>		
	C.57.	Provide a narrative that illustrates how the Respondent will report the EM system Alerts received, dated and time-stamped, and broken down by site, officer, offender, Alert type, self clears within and after the heal time, cleared by Monitoring Center*, and Alerts that are forwarded to officers for further action.* (*does not apply to RF)
	C.58.	Provide a narrative that illustrates how the EM System can provide reports in a variety of electronic formats.
	C.59.	Provide a narrative that illustrates how the EM system can provide wearer population by site / officer reports.
	C.60.	Provide a narrative that illustrates how the EM System can generate ad-hoc reports.
	C.61.	Provide a narrative that illustrates how the EM System can generate an agent login report.
<b>SCORE (for Section C—Technical Qualifications, Experience &amp; Approach Items (SOFTWARE-MONITORING ONLY above):</b> <i>(maximum possible score = 30)</i>		
<b>HARDWARE</b>		
	C.62.	Provide a narrative that illustrates how the GPS EM system has GSM and CDMA cellular communication capability (not necessarily on the same piece of equipment).
	C.63.	Provide a narrative that illustrates how the EM device components are quickly removable by a trained officer.
	C.64.	Provide a narrative that illustrates the EM system body unit's security to provide assurance that the devices are not easily removable except by an officer with the correct equipment.

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

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section C-Technical Qualifications, Experience & Approach Items
	C.65.	Provide a narrative that describes the devices features that allow discreet wearer comfort such as size, weight, etc.
	C.66.	Provide a narrative that illustrates the State's ability to specify intervals for uploading device information depending on the type of offender or type of the Alert.
	C.67.	Provide a narrative that illustrates how the State will be able to offload GPS data through WiFi connectivity.
	C.68.	Provide a narrative that illustrates how the EM device charger can be easily installed by the offender.
	C.69.	The EM device shall be ruggedized (water resistant, shockproof, small, discreet, lightweight, durable, sturdy and difficult to break.)
	C.70.	The EM device strap shall be tamper resistant.
<b>SCORE (for Section C—Technical Qualifications, Experience &amp; Approach Items (HARDWARE ONLY above):</b> <i>(maximum possible score = 50)</i>		
<b>MONITORING CENTER</b>		
	C.71.	Provide a narrative that illustrates how the EM System monitoring center function restricts access by user type.
	C.72.	Provide a narrative that illustrates how the EM System monitoring center function can be configured to include Alert protocol steps, each of which can be designated as complete by the monitor and provide space for monitor text entries within the Alert.
	C.73.	Provide a narrative that illustrates how the EM System monitoring center interface includes, within an active Alert, the wearer's profile information (name, site location, home address, work address, state ID number, phone numbers, assigned officer, officer phone numbers, etc.) and escalation list personnel's phone numbers imported into the appropriate step of the protocol.
	C.74.	Provide a narrative that illustrates how the EM System monitoring center interface shall include, within an active Alert, the wearers current location and the ability to play back tracking for any timeframe needed due to the nature of supervision being provided.
	C.75.	Provide a narrative that illustrates how the EM System monitoring center component identifies and provides notification for an active zone violation Alert, with the zone name and address (Ex: Central Elementary School, 123 Main St, Springfield, TN).
	C.76.	Provide a narrative that illustrates how the EM System monitoring center interface provides screen visibility of all active Alerts and visually identifies the type of Alert, when the Alert is locked on by a monitor, and the last completed step of the protocol.
	C.77.	Provide a narrative that illustrates how the EM System monitoring center interface provides audible tones for new Alerts and locked Alerts which have not had a step completed within the appropriate time frame as defined by the State.
	C.78.	Provide a narrative that illustrates how the EM System monitoring center interface shall only be accessible by authorized users with secure internet access.
	C.79.	Provide a narrative that illustrates how the EM System monitoring center interface can be accessed through a mobile device.
	C.80.	Provide a narrative that describes the EM System monitoring center interface.
	C.81.	Provide a narrative that illustrates how the EM System monitoring center interface will visually identify if/when an Alert clears, including while a monitor is actively working the Alert.
	C.82.	Provide a narrative that illustrates how the EM System monitoring center interface shall allow the State to unlock an Alert actively being worked by another monitor and allow a subsequent monitor to assume the duty.

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

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section C-Technical Qualifications, Experience & Approach Items
	<b>C.83.</b>	Provide a narrative that illustrates how the EM System monitoring center interface will allow the monitor to view notes entered by an officer regarding a wearer and allows the monitor to enter additional notes.
	<b>C.84.</b>	Provide a narrative that illustrates how the EM System monitoring center interface allows authorized users access to navigate from the monitor center interface to other screens in the Respondent's website with minimal steps.
	<b>C.85.</b>	Provide a narrative that illustrates the Respondent's capabilities for providing monitoring services on behalf of the State including monitoring continuously on a twenty-four (24) hours x seven (7) days a week schedule.
	<b>C.86.</b>	Provide a narrative that illustrates the Respondent's ability to provide monitoring center personnel capable of responding to Alerts according to the protocols provided by the State.
	<b>C.87.</b>	Provide a narrative that illustrates the Respondent's ability to tailor the level of Alert notifications to meet the State's or individual wearer needs, requirements, or protocols.
	<b>C.88.</b>	Provide a narrative that illustrates how the Respondent, in the event of a violation, shall provide, at a minimum, the wearers' name, type of violation Alert, time of violation Alert, and the time and location of the wearers' last known location.
	<b>C.89.</b>	Provide a narrative that illustrates the Respondent's ability to provide a monitoring center that identifies the wearers' current location, when requested, within two (2) minutes of submitting an offender location request.
	<b>C.90.</b>	Provide a narrative that illustrates how the EM system provides a secondary means for the monitoring center to report the wearers' location in the absence of a GPS signal.
	<b>C.91.</b>	Provide a narrative that illustrates the Respondent's ability to provide monitoring center personnel capable of contacting officers in a variety of ways such as by landline telephone, cellular telephone, e-mail, pager, fax, or text as determined by the State and depending on the nature of the offense Alert.
	<b>C.92.</b>	Provide a narrative that illustrates the Respondent's ability to provide a monitoring center with triage Alerts, and attempt to clear and record all efforts to clear Alerts prior to notifying the officer according to alert protocols customizable by the State, in addition to protocols outlined in TDOC Policy #704.12 Global Positioning System Offender Monitoring, Master Tamper Response Protocol Guide, the Master Tamper Response Matrix, CR-3987 .
	<b>C.93.</b>	Provide a narrative that illustrates the Respondent's ability to provide a monitoring center with the ability to escalate an Alert notification to the next designated State contact should the assigned officer fail to acknowledge the notification within the State-specified timeframe.
	<b>C.94.</b>	Provide a narrative that illustrates the Respondent's ability to provide monitoring center staff that are domestically based and with no felony convictions verified by background checks.
	<b>C.95.</b>	Provide a narrative that illustrates the Respondent's ability to provide a back-up monitoring center at another geographic location to assure continuity of Services.
		<b>SCORE (for Section C—Technical Qualifications, Experience &amp; Approach Items (MONITORING CENTER ONLY above):</b> (maximum possible score = 215)
		<b>SCORE (for all Section C—Technical Qualifications, Experience &amp; Approach Items):</b> (maximum possible score =575)
State Use – Evaluator Identification:		

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

<b>RESPONDENT LEGAL ENTITY NAME:</b>		
<b>Response Page #</b> (Respondent completes)	<b>Item Ref.</b>	<b>Section C-Technical Qualifications, Experience &amp; Approach Items</b>
<i>State Use – Solicitation Coordinator Signature, Printed Name &amp; Date:</i>		

## RFP ATTACHMENT 6.2.—

## SECTION D

## TECHNICAL RESPONSE &amp; EVALUATION GUIDE

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

A Proposal Evaluation Team, made up of three (3) or more State employees, will independently evaluate and score the presentation response to each item. **The Respondent and each identified Sub-Contractor must be present in-person to provide a response to each item. The Respondent and each identified Sub-Contractor will have, at maximum, seventy-five (75) minutes to address all identified Oral Presentation Items. All presentations will be recorded and will become property of the State available for inspection during the open file period.**

Each evaluator will use the following whole-number, raw point scale for scoring each item.

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

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

<b>RESPONDENT LEGAL ENTITY NAME:</b>			
<b>Oral Presentation Items</b>	<b>Item Score</b>	<b>Evaluation Factor</b>	<b>Raw Weighted Score</b>
<b>D.1. The Respondent was able to describe the design and full operation of the identified Electronic Monitoring (“EM”) equipment and software.</b>		<b>0</b>	
<b>D.2. The Respondent was able to provide an answer to overall demonstration and its technical qualifications as related to the proposed solution for delivery of services.</b>		<b>0</b>	
<b>D.3. The Respondent was able to adequately present a full end-to-end process demonstration of the EM system including device registration, device installation, user profile set-up, device monitoring, and device removal.</b>		<b>0</b>	
<b>D.4. The Respondent was able to provide a live software demonstration including all of the features of the proposed software.</b>		<b>0</b>	
<b>Total Raw Weighted Score</b> ( <i>sum of Raw Weighted Scores above</i> ):			
<small>The Solicitation Coordinator will use this sum and the formula below to calculate the score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.</small>			
<b>total raw weighted score</b>			
<b>maximum possible raw weighted score</b>		<b>X 0</b>	<b>= SCORE:</b>
<small>(i.e., 5 x the sum of item weights above)</small>		<small>(maximum section score)</small>	
<i>State Use – Evaluator Identification:</i>			
<i>State Use – Solicitation Coordinator Signature, Printed Name &amp; Date:</i>			

## RFP ATTACHMENT 6.2. — SECTION E

## FIELD TESTING EVALUATION GUIDE

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

A Field Test Evaluation Team, made up of three (3) or more State employees, will independently evaluate and score the response to each item. Each evaluator will use the following whole number, raw point scale for scoring each item:

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

Proposal Evaluation Team members will independently evaluate each field test in accordance with RFP Attachment 6.2., Field Test Evaluation Guide, Section E.

The Solicitation Coordinator will calculate and document the average of the Proposal Evaluation Team member scores for RFP Attachment 6.2., Field Test Evaluation Guide, Section E.

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

The Respondent shall submit all hardware and instructional documents and the names and contact information for a designated point of contact and a designated back up point of contact for technical support during the field test period. All hardware and instructional documents must be submitted and received by the Solicitation Coordinator by 4:30pm CST no later than three (3) business days prior to the start of the testing.

The Respondent's hardware and software must be active for live testing by 8:00 a.m. on the designated start date of the Field Test determined by the State.

The Respondent is not allowed any communication (physical or electronic) during the field test period with the exception of technical support inquiries from the Respondent's designated points of contact.

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section E— Field Testing Items	Item Score	Evaluation Factor	Raw Weighted Score
		<b>HARDWARE</b>			
	E.1.	The EM device has an intuitive design with safeguards and can be easily installed correctly by a trained officer with limited instruction and/or intervention.		<b>9</b>	
	E.2.	Once installed on the wearer, the EM device is waterproof, submersible to a minimum depth of two (2) meters, shockproof, discreet, lightweight, durable, sturdy, difficult to break, tamper-resistant to ensure the EM device meets ISO 9001-2015 standards.		<b>10</b>	
	E.3.	The EM device has an extended battery life between charges with twenty-four (24) hours or more preferred between charges.		<b>8</b>	
	E.4.	The EM System is capable of tracking and reporting in both urban and rural environments.		<b>10</b>	
		<b>SOFTWARE</b>			

	<b>E.5.</b>	The EM system is able to identify zones and areas where the wearer is not permitted to be, with a violation notification being generated should the wearer enter the zone during the day or time the zone restriction applies.		<b>8</b>	
	<b>E.6.</b>	The EM system is able to record the date and time the wearer arrives in or departs from established zones.		<b>8</b>	
	<b>E.7.</b>	The EM system monitors every sixty (60) seconds the wearer's location, movement, and rate of movement while traveling.		<b>8</b>	
	<b>E.8.</b>	The EM system notifies the monitoring center within sixty (60) seconds of an Alert. The monitoring center will triage the Alert and notify the officer according to protocol.		<b>8</b>	
	<b>E.9.</b>	The EM system is able to record the type of Alert.		<b>8</b>	
	<b>E.10.</b>	The EM system is able to record the date and time that the Alert is detected.		<b>8</b>	
	<b>E.11.</b>	The EM system can show the location point where the Alert registered.		<b>8</b>	
	<b>E.12.</b>	The EM system can record the date and time when the officer was notified of the Alert.		<b>8</b>	
	<b>E.13.</b>	The EM system can record the Alert's status.		<b>8</b>	
	<b>E.14.</b>	The EM system can record the date and time the strap was removed.		<b>8</b>	
	<b>E.15.</b>	The EM system can identify zones or areas in which the wearer's presence is required with an Alert notification being generated should the wearer leave the zone during the day or time where the zone applies.		<b>8</b>	
<i>The Solicitation Coordinator will use this sum and the formula below to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.</i>				<b>Total Raw Weighted Score:</b> <i>(sum of Raw Weighted Scores above)</i>	
<b>Total Raw Weighted Score</b> <hr/> <b>Maximum Possible Raw Weighted Score</b> <i>(i.e., 5 x the sum of item weights above)</i>				<b>X 125</b> <i>(maximum possible score)</i>	<b>= SCORE:</b>
<i>State Use – Evaluator Identification:</i>					
<i>State Use – Solicitation Coordinator Signature, Printed Name &amp; Date:</i>					

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**RFP ATTACHMENT 6.3.**

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**COST PROPOSAL & SCORING GUIDE**

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

**COST PROPOSAL SCHEDULE**— The Cost Proposal, detailed below, shall indicate the proposed price for goods or services defined in the Scope of Services of the RFP Attachment 6.6., *Pro Forma* Contract and for the entire contract period. The Cost Proposal shall remain valid for at least one hundred twenty (120) days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract resulting from this RFP. All monetary amounts shall be in U.S. currency and limited to two (2) places to the right of the decimal point. Respondents shall only provide the software and hardware for oral presentations (RFP ATTACHMENT 6.2.-Section D) and field testing (RFP ATTACHMENT 6.2.-Section E) that is noted in the Cost Proposal Scoring Guide (RFP ATTACHMENT 6.3.).

The Respondent must propose a rate for *each* cost item on a per Offender/per year basis as outlined below. The EM solution proposed must include the cost of all associated equipment, access to all monitoring software, access to all mobile applications (if any), equipment insurance and replacement costs.

***Please refer to Excel Worksheet titled “Electronic Monitoring RFP-Cost Evaluation Model” (which will be made Attachment Three to the Pro Forma Contract (RFP Attachment 6.6)).***

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

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

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

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**RFP ATTACHMENT 6.4.**

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**REFERENCE QUESTIONNAIRE**

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

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

**RFP # 32901-31207 REFERENCE QUESTIONNAIRE****REFERENCE SUBJECT:** RESPONDENT NAME (completed by Respondent before reference is requested)

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

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

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

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

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

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

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

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

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

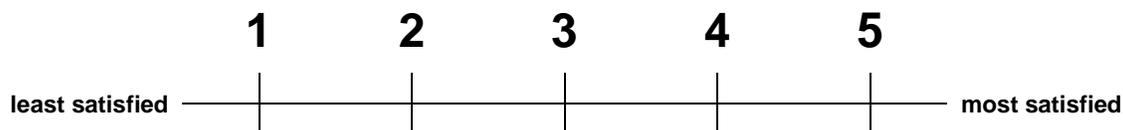
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	
least satisfied						most satisfied

## RFP # 32901-31207 REFERENCE QUESTIONNAIRE — PAGE 2

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

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

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



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

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**RFP # 32901-31207 REFERENCE QUESTIONNAIRE — PAGE 3**


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

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

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

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

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

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

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

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

**REFERENCE SIGNATURE:**

(by the individual completing this request for reference information)

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

**DATE:**

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## RFP ATTACHMENT 6.5.

## SCORE SUMMARY MATRIX

	<i>RESPONDENT NAME</i>		<i>RESPONDENT NAME</i>		<i>RESPONDENT NAME</i>	
<b>GENERAL QUALIFICATIONS &amp; EXPERIENCE</b> (maximum: <b>100</b> )						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	<b>AVERAGE:</b>		<b>AVERAGE:</b>		<b>AVERAGE:</b>	
<b>TECHNICAL QUALIFICATIONS, EXPERIENCE &amp; APPROACH</b> (maximum: <b>575</b> )						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	<b>AVERAGE:</b>		<b>AVERAGE:</b>		<b>AVERAGE:</b>	
<b>ORAL PRESENTATION</b> (maximum: <b>0</b> )						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	<b>AVERAGE:</b>		<b>AVERAGE:</b>		<b>AVERAGE:</b>	
<b>FIELD TEST</b> (maximum: <b>125</b> )						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	<b>AVERAGE:</b>		<b>AVERAGE:</b>		<b>AVERAGE:</b>	
<b>COST PROPOSAL</b> (maximum: <b>200</b> )	<b>SCORE:</b>		<b>SCORE:</b>		<b>SCORE:</b>	
<b>TOTAL RESPONSE EVALUATION SCORE:</b> (maximum: <b>1,000</b> )						

*Solicitation Coordinator Signature, Printed Name & Date:*

Empty rectangular box for signature, name, and date.

**RFP # 32901-31207 *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

(fee-for-goods or services contract with an individual, business, non-profit, or governmental entity of another state)

<b>Begin Date</b> January 1, 2021	<b>End Date</b> December 31, 2023	<b>Agency Tracking #</b> 32901-31207	<b>Edison Record ID</b>			
<b>Contractor Legal Entity Name</b>			<b>Edison Vendor ID</b>			
<b>Goods or Services Caption</b> (one line only) Global Positioning System (GPS) & Radio Frequency (RF) Electronic Monitoring Services						
<b>Contractor</b> <input checked="" type="checkbox"/> Contractor		<b>CFDA #</b>				
<b>Funding —</b>	<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Contract Amount</b>
	2022					
	2023					
	2024					
	<b>TOTAL:</b>					
<b>Contractor Ownership Characteristics:</b> <input type="checkbox"/> Minority Business Enterprise (MBE): <input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American <input type="checkbox"/> Woman Business Enterprise (WBE) <input type="checkbox"/> Tennessee Service Disabled Veteran Enterprise (SDVBE) <input type="checkbox"/> Disabled Owned Business (DSBE) <input type="checkbox"/> Tennessee Small Business Enterprise (SBE): \$10,000,000.00 averaged over a three (3) year period or employs no more than ninety-nine (99) employees. <input type="checkbox"/> Government <input type="checkbox"/> Non-Minority/Disadvantaged <input type="checkbox"/> Other:						
<b>Selection Method &amp; Process Summary</b> (mark the correct response to confirm the associated summary)						
<input checked="" type="checkbox"/> Competitive Selection		RFP				
<input type="checkbox"/> Other		Describe the selection process used and submit a Special Contract Request				
<b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.						
<b>Speed Chart</b> (optional)		<b>Account Code</b> (optional)				

**CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF CORRECTION  
AND  
CONTRACTOR NAME**

This Contract, by and between the State of Tennessee, Department of Correction ("State") and Contractor Legal Entity Name ("Contractor"), is for the provision of GPS & RF Electronic Monitoring Services, as further defined in the "SCOPE." State and Contractor may be referred to individually as a "Party" or collectively as the "Parties" to this Contract.

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

**A. SCOPE:**

- A.1. The Contractor shall provide all goods or services and deliverables as required, described, and detailed below and shall meet all service and delivery timelines as specified by this Contract.
- A.2. Definitions. For purposes of this Contract, definitions shall be as follows and as set forth in the Contract:
- a. Active Directory Environment. A software product through Microsoft that consists of several services that run on a Windows server to manage permissions and access to network resources. The environment stores data relative the user, group, application or device.
  - b. Active Monitoring. Real-time monitoring that sends active data points while the monitoring device is installed on an offender.
  - c. Alert. An electronic notification that an event has occurred which impacts the tracking system via web-based monitoring software with an offender's GPS monitoring equipment.
  - d. American Correctional Association ("ACA"). The ACA is the accreditation body for correctional, jail and detention facilities. It develops standards for all areas of corrections and implements a system for accreditation for correctional programs, facilities and agencies based on these standards. Also, it supports laws and administrative procedures to safeguard the rights of corrections workers, victims, and offenders in the adult and juvenile correctional process. Information can be located at the following website: <https://www.aca.org>.
  - e. American Probation Parole Association ("APPA"). The APPA is the international association composed of members actively involved with pretrial, probation, parole and community-based corrections that provides training, technical assistance , research and information clearinghouse for all levels of government agencies involving the probation and parole process. Information can be located at the following website: <https://www.appa-net.org>
  - f. Assistant Commissioner of Community Supervision ("ACCS"). Executive-level leader of the Community Supervision Division within the Tennessee Department of Correction tasked with the overseeing of felony probation and parole operations and community corrections programming.
  - g. Base-Mapping Data Products. Software products that include digital map features such as imagery, streets, points of interests, water features, etc. This differs from authoritative State agency GIS data that represents schools, daycare facilities, parks, property boundaries, or other GIS data maintained by a State agency.

- h. Central Communication Center (“CCC”). The TDOC work unit that receives and processes internal critical incident reporting and electronic monitoring and provides other support for the department as defined in Attachment Two, TDOC Policy # 103.15, as may be revised.
- i. Charging Violation. A failure to insert or attach the associated device charger at a prescribed time or a prescribed length of time as determined by the State.
- j. Code Division Multiple Access (“CDMA”). A channel access method used by various radio communication technologies. CDMA allows for multiple access, where several transmitters can send information simultaneously over a single communication channel; which allows several users to share a band of frequencies.
- k. Commissioner. Chief Executive Officer of the Tennessee Department of Correction.
- l. Community Supervision. A Division within the Department of Correction tasked with supervising non-incarcerated Offenders who have been granted liberty in the community under probation, parole, or determinate release.
- m. Community Supervision for Life (“CSL”). The designation of offenders who have been convicted of one of the following offenses: aggravated rape, rape, aggravated sexual battery, rape of child or the attempt of these charges as defined in Tenn. Code Ann. § 39-13-524. In addition, per Tenn. Code Ann. § 39-13-524, offenders who have been convicted of an aggravated rape of a child offense, or attempt thereof, after July 1, 2010, shall be supervised as lifetime supervision.
- n. Context-Sensitive Help. A form of online help that is obtained from a specific point in the state of the software, providing help for the situation that is associated with the specific state. It is not available as a single document for all application functions.
- o. Correctional Technology Association (“CTA”). A public, non-profit network of professionals actively involved in leveraging technology in the field of Corrections. Members consist primarily of Chief Information Officers, Information Technology Directors and operational and administrative staff from State and Provincial Departments of Correction, as well as from Federal, county and local correctional agencies. Information can be located at the following website: <https://www.correctionstech.org>.
- p. Data Point. The exact geographical location of an offender who is under electronic monitoring or radio frequency monitoring. These points show every movement of the offender when away from their approved zone.
- q. Disaster Recovery Plan. A documented process or set of procedures to recover and protect business Information Technology (“IT”) in the event of a disaster. Such a plan, ordinarily in written form, specifies procedures an organization is to follow in the event of a disaster. It provides a comprehensive statement of consistent actions to be taken before, during and after a disaster. The disaster could be natural, environmental, or man-made. Man-made disasters could be intentional or unintentional.
- r. Electronic Monitoring. A form of surveillance which uses an electronic device, fitted to the person.
- s. Esri Representational State Transfer (“REST”). A type of software utilized for mapping endpoints utilized by the State’s STS-GIS division which includes several of the State’s GIS data layers (e.g. schools, parks, property boundaries, day care, etc.)
- t. Exclusion Zone. An area into which entry is not permitted.
- u. Geographic Information System (“GIS”). The framework for gathering, managing and analyzing data. It analyzes location and organizes layers of information using maps and 3D scenes.

- v. Global Exclusion Zone. The property line of any school, private or parochial school, licensed day care center, other child care facility, public park, playground, recreation center or public athletic field available for use by the general public. Offenders may not work or reside within one thousand (1000ft.) feet of these property lines as defined in Tenn. Code Ann. § 40-39-211(a).
- w. Global Exclusion Zone Data. A set of geocoded data of the property lines of areas in Tennessee determined by statute and/or department policy to be off limits for a category of offenders (i.e. child sex offenders restricted from schools, daycares, parks, etc.) which is uploaded directly from STS GIS services to the electronic monitoring Contractor's mapping system.
- x. Global Positioning System ("GPS"). A satellite navigation system used with an electronic monitor to determine and track the whereabouts of an individual continuously.
- y. Global System for Mobile Communications ("GSM"). A standard utilized to describe the protocols for the generational digital cellular networks used by mobile devices such as mobile phones and tablets.
- z. Inclusion Zone. An area within which an offender is required to stay.
- aa. Institutional Probation Parole Officer ("IPPO"). A probation/parole officer who serves as a parole liaison for inmates, institutional staff, Community Supervision staff, and the Board of Parole (BOP).
- bb. Internet Service Provider ("ISP"). An organization that provides services for accessing, using, or participating in the Internet.
- cc. Jamming. Intentional blocking, disrupting or interfering with the GPS system.
- dd. Master Tamper. An Alert given when a GPS device is physically removed from the body of the wearer and the satellite signal is disrupted as referenced in Attachment Two, TDOC Policy #704.12, as may be revised.
- ee. Network Access Point. A public network exchange facility where Internet Service Providers ("ISPs") connect with one another in peering arrangements.
- ff. Offender Management System ("OMS"). The commercial off-the-shelf ("cots") software application, and TOMIS replacement, which enables TDOC to effectively manage Offenders by utilizing current technologies and which conforms to the CTA standards and best practices.
- gg. On-Shelf Inventory. Electronic monitoring equipment that is on-site, functional, and readily available for installation onto an offender.
- hh. Passive Monitoring. A form of GPS monitoring in which data is provided from an active device on a less than near-real time basis, typically once a day.
- ii. Program Supervision Unit ("PSU") The probation parole unit responsible for the supervision of registered sex offenders in accordance with the Sex Offender Standards of Supervision referenced in Attachment Two, TDOC Policy #704.04, as may be revised.
- jj. Radio Frequency ("RF") Monitor. A type of electronic monitoring of an offender's presence or absence from a specific location utilizing radio wave signals.
- ii. Radio Frequency Beacon. A transmitter at a known location that transmits a continuous or periodic radio signal with limited information on a specified radio frequency.

- jj. Secure Chain of Custody Procedures. A set of procedures established by the State in maintaining and documenting the handling of evidence in keeping a detailed log showcasing who collected, transferred or analyzed evidence during an investigation. The evidence is placed in a secured environment in a location determined by the State.
- kk. Sex Offender. A person who has been convicted in Tennessee of committing a sexual offense as defined in Tenn. Code Ann. § 40-39-202(20), or has another qualifying conviction as defined in Tenn. Code Ann. § 40-39-202(1).
- ll. Sex Offender Registry (“SOR”). The Tennessee Bureau of Investigation’s (“TBI”) centralized record system of Sex Offender registration, verification and tracking information. Information can be located at the following website: <https://www.tn.gov/tbi/general-information/tennessee-sex-offender-registry.html>
- mm. Shelf Rate. The recommended maximum time for which products can be stored, during which the defined quality of the specified proportion of the products remains acceptable under expected conditions of distribution, storage and display as determined by the State.
- nn. Statewide Project Manager. A professional hired by the Contractor, at the Contractor’s expense with the responsibility in serving as the first point of contact for any issues or discrepancies arising with the assigned good/service that has been procured by the State.
- oo. Tamper. Any attempt to damage, destroy, or alter a GPS device or disrupt a GPS satellite signal.
- pp. Tennessee Base Mapping Program (“TNBMP”). The effort to collect and update statewide GIS base map layers including imagery, elevation, water features, etc., managed by STS-GIS Services.
- qq. Thin Client Browser-Based Solution. The non-existence of specific software/application being installed on a desktop computer, but the application is accessible through an internet browser such as (Internet Explorer, Google Chrome, etc.)
- rr. Transmitter. The pieces of electronic monitoring equipment which shall be affixed to the offender’s ankle.
- ss. Standard of Supervision (“SOS”). The types and frequency of activity or contact (face to face, home visits, drug testing, arrest record checks, monitoring special conditions, etc.) that an Officer schedules on behalf of each offender, based on the respective case classification as defined in Attachment Two, TDOC Policy #704.04, and as may be revised.
- tt. Strategic Technology Solutions (“STS”). A division of the State’s Department of Finance and Administration (“F&A”) serving as the State’s central information processing organization and computer service bureau for all state agencies.
- uu. Tennessee Bureau of Investigation (“TBI”). The State agency statutorily established the agency in 1951 as an unbiased agency to assist local law enforcement in the investigation of serious crimes.
- vv. Untethered Charging. Charging of the electronic monitoring device without the use of a cord/wire physically connected to the device and an electrical outlet at the same time, restricting the offender’s mobility.
- ww. Violent Against Children Sexual Offender. Offenders convicted of a sexual offense whose victim is under the age of thirteen (13).
- xx. Violent Sexual Offender. Offenders convicted for an offense defined in TCA 40-39-202(31). Offenders who conviction offense(s) is defined in both Tenn. Code Ann. §§ 40-39-202(20)

and (31) are considered violent sexual offenders. Community Supervision for Life (“CSL”) offenders are considered Violent Sexual Offenders.

- yy. Wifi Sniffing. The ability to locate the nearest available wireless connections it is incapable of connecting to the network. Wifi sniffing involves eavesdropping on activity within wireless networks and is specifically designed to intrude on a network.
- zz. Zone Mapping. A mapping application containing geocoded data for the areas covered under Tenn. Code Ann. § 40-39-211 Sex Offender Registry Work and Residency restrictions and the one thousand (1,000ft.) foot area surrounding them.

### A.3. **MANDATORY UNIT REQUIREMENTS**

- a. The Contractor shall provide Electronic Monitoring services utilizing a one-piece unit with the ability to provide GPS tracking for Sex Offenders and those deemed as Violent Sex Offenders assigned to the PSU and other inmates or offenders assigned at the discretion of the State.
  1. The one-piece unit shall function through an active cellular signal across major cellular carriers throughout the state on a minimum of a 3G network. The device shall be capable of switching between Active Monitoring, Passive Monitoring and hybrid supervision levels, without State or Contractor staff seeing or touching the device.
  2. The device shall incorporate a RF module that allows it to communicate with an RF beacon in the assigned offender residence, with a minimum range of two hundred fifty (250) feet.
  3. The RF beacon shall be a compact sized device that is easily installed by staff and shall possess the ability to assign and track active units on multiple offenders within the vicinity to one (1) device while plugged into any active electrical socket.
  4. The one-piece unit shall contain Untethered Charging capabilities to prevent battery life interruptions.
  5. The battery life of the unit shall remain active for a minimum of twenty-four (24) hours with a single charge.
  6. The unit shall contain Wi-Fi sniffing capability to ensure adequate tracking in remote areas where cellular reception is limited or non-existent as determined by the State.
  7. The unit shall be composed of materials certified safe for use in prolonged skin contact applications and have no sharp edges that may cause health or other safety hazards to offenders and/or staff. The unit’s fitted strap must be pre-cut, certified hypo-allergenic, and contain adjustable sizes to fit comfortably around the ankles of the users.
  8. The unit must contain a stainless-steel band within the strap to make the device tamper resistant once installed and must be made of waterproof material which will allow the device to withstand at a minimum of two (2) meters of water.
  9. The unit shall have sufficient onboard intelligence to automatically calculate the device and wear’s position and identify its compliance status. Upon battery and/or geographic violation, the device itself shall trigger Alerts with or without a connection to a server and deliver notification to the offender without waiting for the next scheduled call. The device shall also attempt to initiate contact with the system to download its location and compliance data.
  10. The unit shall be able to hold a minimum of forty-eight (48) hours of on-board memory in the event of a battery failure and/or the inability to recharge the battery at the time of notification.

11. The device shall trigger notifications for the following events: device tamper, strap tamper, low battery, Jamming, motion in the absence of GPS, loss of cellular signal, and zone violation.
12. The unit shall be marked with identifying serial numbers that cannot be altered by color, or fade after exposure to common cleaning products and/or sunlight.
13. The Contractor shall supply the State with new or Contractor certified used equipment upon request for returns, trade-in, and/or refurbishing. All equipment shall be in optimum working condition.

#### A.4. MANDATORY FUNCTIONALITY REQUIREMENTS

- a. The Contractor shall host the tracking system on a cloud-based server specific to the State. The server shall only include data from TDOC. The Contractor shall not host any other agency's data points and associated materials (single tenant software as a service).
- b. The Contractor's monitoring and communication system shall be in compliance with the standards set by Tennessee Bureau of Investigations' SOR, the ACA standards for accreditation and the APPA supervision standards.
- c. The electronic monitoring system shall provide a platform for the State and Contractor staff to enter narrative-style notes that can be utilized for documentation of steps taken to resolve offender alarms. The system shall integrate with the State's OMS without an interruption in service.
- d. The Contractor shall provide monitoring center software that allows State monitoring agents to open, close, and escalate alarms. The software shall include administrator rights for the State to effectively manage the monitoring process.
- e. The monitoring system software shall possess the capability to retrieve active data points at a minimum of once every sixty (60) seconds.
- f. The monitoring system software shall upload all collected data points and associated materials at a minimum of once every ten (10) minutes and possess the mandatory capability to access immediate location and adjustable time features in the event of a confirmed Master Tamper.
- g. The EM system's software including servers, tracking devices, and all other monitoring components shall be time synchronized to record the accurate date/time of every monitoring event, download, and related communications. The monitoring system software must record, store, back-up, archive, and report the exact date/time of every event, every download, every call-in, and every notification.
- h. The Contractor's established monitoring system software shall possess ninety-nine percent (99%) data availability twenty-four (24) hours a day, seven (7) days per week accessible to the State with minimal interference or interruptions to the State's operation.
- i. The Contractor will work with the State [including the F&A, STS, Enterprise Development Solutions team] to assure that mobile app development incorporates appropriate branding, design, technologies, and integrations with the State's web portal.
  1. The mobile app shall be compatible with all supported versions of Apple's iOS.
  2. The mobile app shall be compatible with both Apple's iPhone and iPad.

3. The Contractor shall deliver deployable mobile app packages to the STS Enterprise Development Solutions team for publishing on the State's section of Apple's App Store. The Contractor shall not deploy/publish the app. The web-based monitoring system software shall be accessible through a web-browser on a PC or MAC device to complete monitoring activities and shall allow access to all GPS and RF equipment with the ability to switch between device type and supervision level and provide all requested reports for each offender with any device type.
- j. The mapping software utilized shall include the following features at a minimum:
1. Unlimited access to the State's preferred mapping software platform maps, including satellite, terrain, and street levels/views. The mapping software platform must be able to integrate an Esri REST web mapping endpoint hosted by STS-GIS;
  2. Imagery enhancement for zooming/scaling from street level to a statewide vantagepoint;
  3. Identification/labeling of streets and landmarks;
  4. Displaying offender location information and movements in a sequenced event and/or for a specific timeframe; and
  5. Displaying Inclusion and Exclusion Zones with the option to capture the imagery and print as needed.

#### **A.5. MANDATORY SUPPORT REQUIREMENTS**

- a. The Contractor shall provide a web-based monitoring application for the State to monitor Alerts generated by the Contractor's monitoring system for offenders actively assigned to GPS supervision.
- b. The Contractor shall provide the State with a minimum of forty-eight (48) hours notification for all downtime, upgrades, and push notifications to ensure that the State has adequate time to adjust operations. In the event the server is unable to return to its defined operational functionality within the defined time frame, the Contractor shall provide an expected time of system restoration to continue operations.
- c. The Contractor shall provide live customer support services to the State twenty-four (24) hours a day, seven (7) days a week. The maximum downtime approved by the State shall not exceed one percent (1%).
- d. The Contractor must make available, at no cost to the State, any new technological features or enhancements to the services outlined in this scope of services for integration. Any new features or enhancements may be proposed and submitted in the form of a Memorandum of Understanding ("MOU") as outlined in Section E.10. of this contract.

#### **A.6. ADDITIONAL STS REQUIREMENT**

The Contractor shall include the ability to consume GIS web map services provided by the State's Finance and Administration's STS-GIS Services group that identifies boundaries for the State, counties, childcare facilities, schools, parks and any additional Exclusion Zones as deemed necessary by the State.

#### **A.7. USER ROLES AND ACCESS**

The Contractor shall provide access to the system in the form of user access and defined assigned roles. The role-based access shall be provided to a minimum of four hundred (400) State employees with the option to add additional State employees as deemed necessary by the State.

#### **A. 8. REPORTING**

The EM system shall be capable of generating reports based upon the information provided by the State to ensure all reports are in accordance with state policies, procedures, and the SOS for active offenders assigned to the PSU unit as referenced in Attachment Two. The EM system shall also possess an ad hoc reporting database for the State to customize required reports as needed; in addition, the system shall include standardized, automated reports in which the State will use on a regular basis for the management and compliance of all active Sex Offenders and the State's inmate population utilizing the GPS units. The EM system shall be capable of providing a response time between two (2) to five (5) minutes upon request. The reports shall also be accessible to the State twenty-four (24) hours a day, seven (7) days a week.

#### **A.9. EMERGENCY COMMUNICATIONS WITH THE STATE**

In the event of an unanticipated server outage, the Contractor shall restore the monitoring software and all associated servers within twenty-four (24) hours and shall keep the State informed of all efforts being made to bring the server online. In the event the server is unable to be restored within the defined time frame, the Contractor shall provide an expected time of server restoration to continue operations.

#### **A.10. INVENTORY**

- a. The Contractor shall provide, at a minimum, a thirty percent (30%) shelf rate to the State, which shall be independent between the State's Institutional and Community Supervision population. The State determines the shelf inventory to be confirmed as active. Spare units can be included within the active inventory status; however, non-recoverable units cannot be included in the active shelf inventory.
- b. The Contractor shall provide all consumables and be charged for all shipping costs.
- c. Upon request for the return of inactive units, the Contractor shall incur all applicable shipping costs and fees.
- d. Upon request from the State, the Contractor shall provide all requested units or consumables within twenty-four (24) hours of receipt and incur all shipping costs and fees.

#### **A.11. MANDATORY TRAINING**

- a. The Contractor shall provide a formal regional in-person training program for as many PSU staff, institutional staff, and monitoring center agents as deemed necessary by the State with fixed interval update training on a regional basis to ensure ongoing competency on new products and system features.
- b. The Contractor's training program shall be submitted to the State for approval forty-five (45) days prior to the initial rollout and the training shall occur thirty (30) days after contract execution.
- c. The Contractor's training program shall include a reasonable training schedule acceptable to the State for all staff selected to utilize the units and software and shall include provisions for training of those staff unable to attend the initial training dates set, as well as any new incoming staff.
- d. The training plan shall be comprehensive and shall include all notes, handouts and any additional related documents to be placed within an accessible database for retrieval by the State.

- e. The State will furnish adequate space for training needs. The Contractor shall supply all required training materials at the Contractor's expense.

#### A.12. **CONTRACT MANAGEMENT**

The State recognizes that service issues may arise during the course of any contractual agreement. Some issues are regional, district, or institutional specific, while others will affect multiple districts. The Contractor shall retain, at a minimum, the following personnel on-site in Tennessee to coordinate and manage the scope of services of this Contract:

- a. Administrator(s). The State requires the Contractor to designate an administrator(s) or account manager(s) to be responsible for managing all operations of the Contract. These individuals shall be responsible for working with the State to execute the transition plan, assist in staff training and manage daily operations as outlined in the Contract and as approved by the State. The Contractor's assigned delegate must be easily reachable through telephone communication, email, and text at the Contractor's expense.

The Contractor is responsible for providing the necessary workspace, computer equipment, internet access, telephone, and all needed goods and products to provide contractually required goods and services at their expense; with the exception that the State will provide space for training needs only.

#### A.13. **CONTRACT CLOSE OUT & TRANSITION**

Upon termination of the Contract, the Contractor shall work with the State to ensure continuity of service while implementing and onboarding the awarded Contractor's proposed electronic monitoring system. The Contractor shall continue to provide services without interruption or adverse effect during this period.

Between forty-five (45) to sixty (60) days prior to the Contract end date, the Contractor shall:

- a. Provide the awarded Contractor with reasonable access to the Contractor's on-site employees;
- b. Transfer any TDOC-specific databases to the awarded Contractor no later than the end date of the Contract;
- c. Provide representation at meetings held between the TDOC and the awarded Contractor;
- d. Participate in any Contract physical inventory;
- e. Submit the final invoice to the State within thirty-one (31) days of the Contract's end date;
- f. Return all State-owned supplies, equipment, manuals, etc. to the State no later than the end of the Contract;
- g. Provide all source codes to software specifically developed for use under the Contract to the Department Contract Manager. See contract Section E.6.
- h. Contractor agrees to make all records available to the State. The records must be in a usable format acceptable to the State. The records shall become the sole property of the State upon close-out of the Contract. Refer to requirements in Section E.5.e. All data collected by the Contractor becomes the sole property of the State upon the close-out of the Contract. The data must be in a usable format acceptable to the State. Refer to requirements in Section E.5.

- A.14. Warranty. Contractor represents and warrants that the term of the warranty ("Warranty Period") shall be the greater of the Term of this Contract or any other warranty generally offered by Contractor, its suppliers, or manufacturers to customers of its goods or services. The goods or services provided under this Contract shall conform to the terms and conditions of this Contract throughout the Warranty Period. Any nonconformance of the goods or services to the terms and

conditions of this Contract shall constitute a “Defect” and shall be considered “Defective.” If Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect, at no additional charge.

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

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

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

- A.15. Inspection and Acceptance. The State shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, the State determines that the goods or services are Defective, the State shall notify Contractor, and Contractor shall re-deliver the goods or provide the services at no additional cost to the State. If after a period of thirty (30) days following delivery of goods or performance of services the State does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the State.

**B. TERM OF CONTRACT:**

This Contract shall be effective on January 1, 2021 (“Effective Date”) and extend for a period of thirty-six (36) months after the Effective Date (“Term”). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

- B.2. Renewal Options. This Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to two (2) renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State’s sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months

**C. PAYMENT TERMS AND CONDITIONS:**

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

- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel time, travel expenses, meals, or lodging.
- C.5. Invoice Requirements. The Contractor shall invoice the State only for goods delivered and accepted by the State or services satisfactorily provided at the amounts stipulated in Section C.3., above. Contractor shall submit invoices and necessary supporting documentation, no more frequently than once a month, and no later than thirty (30) days after goods or services have been provided to the following address:
- Tennessee Department of Correction  
Fiscal Services Division  
320 Sixth Avenue North; 3<sup>rd</sup> Floor  
Nashville, TN 37243
- a. Each invoice, on Contractor's letterhead, shall clearly and accurately detail all of the following information (calculations must be extended and totaled correctly):
- (1) Invoice number (assigned by the Contractor);
  - (2) Invoice date;
  - (3) Contract number (assigned by the State);
  - (4) Customer account name: Tennessee Department of Correction;
  - (5) Customer account number (assigned by the Contractor to the above-referenced Customer);
  - (6) Contractor name;
  - (7) Contractor Tennessee Edison registration ID number;
  - (8) Contractor contact for invoice questions (name, phone, or email);
  - (9) Contractor remittance address;
  - (10) Description of delivered goods or services provided and invoiced, including identifying information as applicable;
  - (11) Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced;
  - (12) Applicable payment methodology (as stipulated in Section C.3.) of each good or service invoiced;
  - (13) Amount due for each compensable unit of good or service; and
  - (14) Total amount due for the invoice period.
- b. Contractor's invoices shall:
- (1) Only include charges for goods delivered or services provided as described in Section A and in accordance with payment terms and conditions set forth in Section C;
  - (2) Only be submitted for goods delivered or services completed and shall not include any charge for future goods to be delivered or services to be performed;
  - (3) Not include Contractor's taxes, which includes without limitation Contractor's sales and use tax, excise taxes, franchise taxes, real or personal property taxes, or income taxes; and
  - (4) Include shipping or delivery charges only as authorized in this Contract.
- c. The timeframe for payment (or any discounts) begins only when the State is in receipt of an invoice that meets the minimum requirements of this Section C.5.
- C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or other matter. A payment by the State shall not be construed as acceptance of goods delivered, any part of the services provided, or as approval of any amount invoiced.

- C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment that is determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, to not constitute proper compensation for goods delivered or services provided.
- C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee, any amounts that are or shall become due and payable to the State of Tennessee by the Contractor.
- C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following, properly completed documentation.
- a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and
  - b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

**D. MANDATORY TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Contract until it is duly approved by the Parties and all appropriate State officials in accordance with applicable Tennessee laws and regulations. Depending upon the specifics of this Contract, this may include approvals by the Commissioner of Finance and Administration, the Commissioner of Human Resources, the Comptroller of the Treasury, and the Chief Procurement Officer. Approvals shall be evidenced by a signature or electronic approval.
- D.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective Party at the appropriate mailing address, facsimile number, or email address as stated below or any other address provided in writing by a Party.

The State:  
 Lisa Helton, Assistant Commissioner of Community Supervision  
 Tennessee Department of Correction  
 320 Sixth Avenue North  
 Nashville, TN 37243-0465  
[Lisa.Helton@tn.gov](mailto:Lisa.Helton@tn.gov)  
 Telephone # 615-532-9541

The Contractor:

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

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

- D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable State officials.
- D.4. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Contract upon written notice to the Contractor. The State's exercise of its right to terminate this Contract shall not constitute a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the State terminates this Contract due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date. Should the State exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.
- D.5. Termination for Convenience. The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least thirty (30) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Contractor for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.
- D.6. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract ("Breach Condition"), the State shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Contract.
- D.7. Assignment and Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without the prior written approval of the State. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.
- D.8. Conflicts of Interest. The Contractor warrants that no part of the Contractor's compensation shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed under this Contract.

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

- D.9. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any

other classification protected by federal or state law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

- D.10. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment **One**, semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.
  - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.
  - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
  - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.
  - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.
- D.11. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.12. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.13. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.14. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any term, covenant, condition, or

provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.

- D.15. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one Party are not employees or agents of the other Party.
- D.16. Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless from any costs to the State arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.
- D.17. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. The State's total liability under this Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability. This limitation of liability is cumulative and not per incident.
- D.18. Limitation of Contractor's Liability. In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Maximum Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for: (i) intellectual property or any Contractor indemnity obligations for infringement for third-party intellectual property rights; (ii) any claims covered by any specific provision in the Contract providing for liquidated damages; or (iii) any claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death. For clarity, except as otherwise expressly set forth in this Section, Contractor's indemnification obligations and other remedies available under this Contract are subject to the limitations on liability set forth in this Section.
- D.19. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys' fees, court costs, expert witness fees, and other litigation expenses for the State to enforce the terms of this Contract.

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

- D.20. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for

Economic and Clinical Health (“HITECH”) Act and any other relevant laws and regulations regarding privacy (collectively the “Privacy Rules”). The obligations set forth in this Section shall survive the termination of this Contract.

- a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.
  - b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.
  - c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT “protected health information” as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.
  - d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.
- D.21. Tennessee Consolidated Retirement System. Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, *et seq.*, the law governing the Tennessee Consolidated Retirement System (“TCRS”), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-35-101, *et seq.*, accepts State employment, the member’s retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of “employee/employer” and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.
- D.22. Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.
- D.23. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
  - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
  - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

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

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

- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor's performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees for the affected obligations until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.
- D.25. State and Federal Compliance. The Contractor shall comply with all State and federal laws and regulations applicable to Contractor in the Contractor's performance of this Contract.
- D.26. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 408.
- D.27. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.
- D.28. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.
- D.29. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.30. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's

duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:

- a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
  - b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below), which includes Attachments One through Four (Attachment 1-4);
  - c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
  - d. the State solicitation, as may be amended, requesting responses in competition for this Contract;
  - e. any technical specifications provided to proposers during the procurement process to award this Contract; and
  - f. the Contractor's response seeking this Contract.
- D.31. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Contract. The Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.32. Insurance. Contractor shall maintain insurance coverage as specified in this Section. The State reserves the right to amend or require additional insurance coverage, coverage amounts, and endorsements required under this Contract. Contractor's failure to maintain or submit evidence of insurance coverage, as required, is a material breach of this Contract. If Contractor loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term, Contractor shall immediately notify the State. All insurance companies providing coverage must be: (a) acceptable to the State; (b) authorized by the Tennessee Department of Commerce and Insurance ("TDCI"); and (c) rated A- / VII or better by A.M. Best. All coverage must be on a primary basis and noncontributory with any other insurance or self-insurance carried by the State. Contractor agrees to name the State as an additional insured on any insurance policy with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) insurance. All policies must contain an endorsement for a waiver of subrogation in favor of the State. Any deductible or self insured retention ("SIR") over fifty thousand dollars (\$50,000) must be approved by the State. The deductible or SIR and any premiums are the Contractor's sole responsibility. The Contractor agrees that the insurance requirements specified in this Section do not reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements.

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

Contractor shall provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified in this Section. The COI must be on a form approved by the TDCI (standard ACORD form preferred). The COI must list each insurer's National Association of Insurance Commissioners (NAIC) number and be signed by an authorized representative of the insurer. The COI must list the State of Tennessee – CPO Risk Manager, 312 Rosa L. Parks Ave., 3<sup>rd</sup> floor Central Procurement Office, Nashville, TN 37243 as the certificate holder. Contractor shall

provide the COI ten (10) business days prior to the Effective Date and again thirty (30) calendar days before renewal or replacement of coverage. Contractor shall provide the State evidence that all subcontractors maintain the required insurance or that subcontractors are included under the Contractor's policy. At any time, the State may require Contractor to provide a valid COI. The Parties agree that failure to provide evidence of insurance coverage as required is a material breach of this Contract. If Contractor self-insures, then a COI will not be required to prove coverage. Instead Contractor shall provide a certificate of self-insurance or a letter, on Contractor's letterhead, detailing its coverage, policy amounts, and proof of funds to reasonably cover such expenses. The State reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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

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

a. Commercial General Liability ("CGL") Insurance

- 1) The Contractor shall maintain CGL, which shall be written on an ISO Form CG 00 01 occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises and operations products and completed operations, bodily injury, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).  
The Contractor shall maintain single limits not less than one million dollars (\$1,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this policy or location of occurrence or the general aggregate limit shall be twice the required occurrence limit.

b. Workers' Compensation and Employer Liability Insurance

- 1) For Contractors statutorily required to carry workers' compensation and employer liability insurance, the Contractor shall maintain:
  - i. Workers' compensation in an amount not less than one million dollars (\$1,000,000) including employer liability of one million dollars (\$1,000,000) per accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit by disease, and one million dollars (\$1,000,000) per employee for bodily injury by disease.
- 2) If the Contractor certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Contractor shall furnish written proof of such exemption for one or more of the following reasons:

- i. The Contractor employs fewer than five (5) employees;
  - ii. The Contractor is a sole proprietor;
  - iii. The Contractor is in the construction business or trades with no employees;
  - iv. The Contractor is in the coal mining industry with no employees;
  - v. The Contractor is a state or local government; or
  - vi. The Contractor self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.
- c. Automobile Liability Insurance
- 1) The Contractor shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles).
  - 2) The Contractor shall maintain bodily injury/property damage with a limit not less than one million dollars (\$1,000,000) per occurrence or combined single limit.
- d. Technology Professional Liability (Errors & Omissions)/Cyber Liability Insurance
- 1) The Contractor shall maintain technology professional liability (errors & omissions)/cyber liability insurance appropriate to the Contractor's profession in an amount not less than ten million dollars (\$10,000,000) per occurrence or claim and ten million dollars (\$10,000,000) annual aggregate, covering all acts, claims, errors, omissions, negligence, infringement of intellectual property (including copyright, patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, information theft, damage to destruction of or alteration of electronic information, breach of privacy perils, wrongful disclosure and release of private information, collection, or other negligence in the handling of confidential information, and including coverage for related regulatory fines, defenses, and penalties.
  - 2) Such coverage shall include data breach response expenses, in an amount not less than ten million dollars (\$10,000,000) and payable whether incurred by the State or Contractor, including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services and expenses in the performance of services for the State or on behalf of the State hereunder.
- e. Crime Insurance
- 1) The Contractor shall maintain crime insurance, which shall be written on a "loss sustained form" or "loss discovered form" providing coverage for third party fidelity, including cyber theft and extortion. The policy must allow for reporting of circumstances or incidents that may give rise to future claims, include an extended reporting period of no less than two (2) years with respect to events which occurred but were not reported during the term of the policy, and not contain a condition requiring an arrest or conviction.

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

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

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

#### **E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.
- E.2. Intellectual Property Indemnity. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State concerning or arising out of any claim of an alleged patent, copyright, trade secret or other intellectual property infringement. In any such claim or action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any settlement or final judgment, and the Contractor shall be responsible for all legal or other fees or expenses incurred by the State arising from any such claim. The State shall give the Contractor notice of any such claim or suit, however, the failure of the State to give such notice shall only relieve Contractor of its obligations under this Section to the extent Contractor can demonstrate actual prejudice arising from the State's failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State of Tennessee in any legal matter, as provided in Tenn. Code Ann. § 8-6-106.

In addition to the above indemnity, if the State's use of any deliverable, or any portion thereof, provided under this Contract, is or is likely to be enjoined by order of a court of competent jurisdiction as such an infringement or unauthorized use, the Contractor, at its expense, shall: (x) procure for the State the continued use of such deliverable; (y) replace such deliverable with a non-infringing counterpart; or (z) modify such deliverable so it becomes non-infringing; provided that, if (y) or (z) is the option chosen by the Contractor, the replacement or modified deliverable must be capable of performing substantially the same function. Notwithstanding the foregoing, the State retains the right to terminate the Contract in accordance with Section D.6 hereunder in the event of such infringement or unauthorized use, and any such exercise of these allowable options by Contractor shall not relieve Contractor of its indemnity obligations under this Section.

The forgoing indemnity does not apply to the extent that the infringement arises from the State's: (i) use of the deliverable not in accordance with instructions, documentations, or specifications ("Misuse"); (ii) alteration, modification or revision of the Deliverables not expressly authorized by the Contractor ("Alteration"); (iii) failure to use or implement corrections or enhancements to the Deliverables made available by the Contractor to the State at no additional cost to the State, except where such failure to use or implement corrections or enhancements is a result of State's termination in accordance with the preceding paragraph; or (iv) combination of the Deliverables with materials not provided, specified, or approved by the Contractor.

- E.3. Software License Warranty. Contractor grants a license to the State to use all software provided under this Contract in the course of the State's business and purposes.
- E.4. Software Support and Maintenance Warranty. Contractor shall provide to the State all software upgrades, modifications, bug fixes, or other improvements in its software that it makes generally available to its customers.
- E.5. Contractor Hosted Services Confidential Data, Audit, and Other Requirements
- a. "Confidential State Data" is defined as data deemed confidential by State or Federal statute or regulation. The Contractor shall protect Confidential State Data as follows:
- (1) The Contractor shall ensure that all Confidential State Data is housed in the continental United States, inclusive of backup data.
  - (2) The Contractor shall encrypt Confidential State Data at rest and in transit using the current version of Federal Information Processing Standard ("FIPS") 140-2 validated encryption technologies.
  - (3) The Contractor and the Contractor's processing environment containing Confidential State Data shall either (1) be in accordance with at least one of the following security standards: (i) International Standards Organization ("ISO") 27001; (ii) Federal Risk and Authorization Management Program ("FedRAMP"); or (2) be subject to an annual engagement by a CPA firm in accordance with the standards of the American Institute of Certified Public Accountants ("AICPA") for a System and Organization Controls for service organizations ("SOC") Type II audit. The State shall approve the SOC audit control objectives. The Contractor shall provide proof of current ISO certification or FedRAMP authorization for the Contractor and Subcontractor(s), or provide the State with the Contractor's and Subcontractor's annual SOC Type II audit report within 30 days from when the CPA firm provides the audit report to the Contractor or Subcontractor. The Contractor shall submit corrective action plans to the State for any issues included in the audit report within 30 days after the CPA firm provides the audit report to the Contractor or Subcontractor.
- If the scope of the most recent SOC audit report does not include all of the current State fiscal year, upon request from the State, the Contractor must provide to the State a letter from the Contractor or Subcontractor stating whether the Contractor or Subcontractor made any material changes to their control environment since the prior audit and, if so, whether the changes, in the opinion of the Contractor or Subcontractor, would negatively affect the auditor's opinion in the most recent audit report.
- No additional funding shall be allocated for these certifications, authorizations, or audits as these are included in the Maximum Liability of this Contract.
- (4) The Contractor must annually perform Penetration Tests and Vulnerability Assessments against its Processing Environment. "Processing Environment"

shall mean the combination of software and hardware on which the Application runs. "Application" shall mean the computer code that supports and accomplishes the State's requirements as set forth in this Contract. "Penetration Tests" shall be in the form of attacks on the Contractor's computer system, with the purpose of discovering security weaknesses which have the potential to gain access to the Processing Environment's features and data. The "Vulnerability Assessment" shall be designed and executed to define, identify, and classify the security holes (vulnerabilities) in the Processing Environment. The Contractor shall allow the State, at its option, to perform Penetration Tests and Vulnerability Assessments on the Processing Environment.

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

b. Minimum Requirements

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

c. Comptroller Audit Requirements

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

The information technology control audit may include a review of general controls and application controls. General controls are the policies and procedures that apply to all or a large segment of the Contractor's or Subcontractor's information systems and applications and include controls over security management, access controls, configuration management, segregation

of duties, and contingency planning. Application controls are directly related to the application and help ensure that transactions are complete, accurate, valid, confidential, and available. The audit shall include the Contractor's and Subcontractor's compliance with the State's Enterprise Information Security Policies and all applicable requirements, laws, regulations or policies.

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

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

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

- d. Business Continuity Requirements. The Contractor shall maintain set(s) of documents, instructions, and procedures which enable the Contractor to respond to accidents, disasters, emergencies, or threats without any stoppage or hindrance in its key operations ("Business Continuity Requirements"). Business Continuity Requirements shall include:
- (1) "Disaster Recovery Capabilities" refer to the actions the Contractor takes to meet the Recovery Point and Recovery Time Objectives defined below. Disaster Recovery Capabilities shall meet the following objectives:
    - i. Recovery Point Objective ("RPO"). The RPO is defined as the maximum targeted period in which data might be lost from an IT service due to a major incident: Thirty (30) minutes.
    - ii. Recovery Time Objective ("RTO"). The RTO is defined as the targeted duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a break in business continuity: Thirty (30) minutes.

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

#### E.6. Transfer of Ownership of Custom Software Developed for the State.

- a. Definitions.
- (1) "Contractor-Owned Software," shall mean commercially available software the rights to which are owned by Contractor, including but not limited to commercial "off-the-shelf" software which is not developed using State's money or resources.
  - (2) "Custom-Developed Application Software," shall mean customized application software developed by Contractor for the State under this Contract intended to

function with the Contractor-Owned Software or any Work Product provided under this Contract.

- (3) "Rights Transfer Application Software," shall mean any pre-existing application software and documentation owned or supplied by Contractor or a third party necessary for the use, functioning, support, or maintenance of the Contractor-Owned Software, the Custom-Developed Application Software, Third Party Software, and any Work Product provided to State.
- (4) "Third-Party Software," shall mean software supplied by Contractor under this Contract or necessary for the functioning of any Work Product not owned by the State or the Contractor.
- (5) "Work Product," shall mean all deliverables such as software, software source code, documentation, planning, etc., that are created, designed, developed, or documented by the Contractor for the State under this Contract. Work Product shall include Rights Transfer Application Software.

b. Rights and Title to the Software

- (1) All right, title and interest in and to the Contractor-Owned Software shall at all times remain with Contractor, subject to any license or transfer of rights or ownership granted under this Contract. Contractor grants the State a perpetual non-exclusive license to the Contractor-Owned Software to be used solely with the Custom-Developed Application Software and the Work Product.
- (2) Contractor shall provide the source code in the Custom-Developed Application Software, Work Product and the Contractor-Owned Software, with all subsequent modifications, enhancements, bug-fixes or any other changes in the source code of the Work Product and the Contractor-Owned Software and all other code and documentation necessary for the Custom-Developed Application Software to be installed and function as intended and as set forth in this Contract, to the State.
- (3) Contractor may lease or sell the Custom-Developed Application Software to third parties with the written permission of the State, which permission may be conditioned on the State receiving royalties from such sales or licenses.
- (4) All right, title and interest in and to the Custom-Developed Application Software, and to modifications thereof made by State, including without limitation all copyrights, patents, trade secrets and other intellectual property and other proprietary rights embodied by and arising out of the Custom-Developed Application Software, shall belong to State. To the extent such rights do not automatically belong to State, Contractor hereby assigns, transfers, and conveys all right, title and interest in and to the Custom-Developed Application Software, including without limitation the copyrights, patents, trade secrets, and other intellectual property rights arising out of or embodied by the Custom-Developed Application Software. Contractor and its employees, agents, contractors or representatives shall execute any other documents that State or its counsel deem necessary or desirable to document this transfer or allow State to register its claims and rights to such intellectual property rights or enforce them against third parties.
- (5) All right, title and interest in and to the Third-Party Software shall at all times remain with the third party, subject to any license or other rights granted to the State under this Contract or otherwise.

c. The Contractor may use for its own purposes the general knowledge, skills, experience, ideas, concepts, know-how, and techniques obtained and used during the course of performing under this Contract. The Contractor may develop for itself, or for others,

materials which are similar to or competitive with those that are produced under this Contract.

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

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

- E.9. Liquidated Damages. If software or equipment failure occurs, in whole or in part, ("Liquidated Damages Event"), the State may assess damages on Contractor ("Liquidated Damages"). The State shall notify the Contractor of amounts to be assessed as Liquidated Damages. Liquidated Damages will be calculated based upon applicable Contract provisions, TDOC Policy #s 704.04 and 704.12, Global Positioning System Offender Monitoring, Master Tamper Response Protocol Guide, the Master Tamper Response Matrix, CR-3987, and as more fully outlined in Tenn. Code

Ann. § 40-39-302, et seq., Offender Registration and Monitoring, Tennessee Serious and Violent Sex Offender Monitoring Pilot Project Act. The Parties agree that due to the complicated nature of the Contractor's obligations under this Contract it would be difficult to specifically designate a monetary amount for Contractor's failure to fulfill its obligations regarding the Liquidated Damages Event as these amounts are likely to be uncertain and not easily proven. Contractor has carefully reviewed the Liquidated Damages contained in Attachment Four and agrees that these amounts represent a reasonable relationship between the amount and what might reasonably be expected in the event of a Liquidated Damages Event, and are a reasonable estimate of the damages that would occur from a Liquidated Damages Event. The Parties agree that the Liquidated Damages represent solely the damages and injuries sustained by the State in losing the benefit of the bargain with Contractor and do not include any injury or damage sustained by a third party. The Contractor agrees that the Liquidated Damages are in addition to any amounts Contractor may owe the State pursuant to the indemnity provision or any other sections of this Contract.

The State is not obligated to assess Liquidated Damages before availing itself of any other remedy. The State may choose to discontinue Liquidated Damages and avail itself of any other remedy available under this Contract or at law or equity.

- E.10. Additional lines, items, or options. At its sole discretion, the State may make written requests to the Contractor to add lines, items, or options that are needed and within the Scope but were not included in the original Contract. Such lines, items, or options will be added to the Contract through a Memorandum of Understanding ("MOU"), not an amendment.
- a. After the Contractor receives a written request to add lines, items, or options, the Contractor shall have ten (10) business days to respond with a written proposal. The Contractor's written proposal shall include:
    - (1) The effect, if any, of adding the lines, items, or options on the other goods or services required under the Contract;
    - (2) Any pricing related to the new lines, items, or options;
    - (3) The expected effective date for the availability of the new lines, items, or options; and
    - (4) Any additional information requested by the State.
  - b. The State may negotiate the terms of the Contractor's proposal by requesting revisions to the proposal.
  - c. To indicate acceptance of a proposal, the State will sign it. The signed proposal shall constitute a MOU between the Parties, and the lines, items, or options shall be incorporated into the Contract as if set forth verbatim.
  - d. Only after a MOU has been executed shall the Contractor perform or deliver the new lines, items, or options.

**IN WITNESS WHEREOF,**

**CONTRACTOR LEGAL ENTITY NAME:**

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**CONTRACTOR SIGNATURE**

**DATE**

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

**TENNESSEE DEPARTMENT OF CORRECTION:**

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**NAME & TITLE**

**DATE**

## ATTACHMENT ONE

### ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

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

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

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**CONTRACTOR SIGNATURE**

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

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**PRINTED NAME AND TITLE OF SIGNATORY**


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**DATE OF ATTESTATION**