STATE OF TENNESSEE
DEPARTMENT OF HUMAN SERVICES

REQUEST FOR PROPOSALS
FOR
ASSISTIVE TECHNOLOGY
RELEASE 2

RFP # 34570-41027

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1. INTRODUCTION

The State of Tennessee, Department of Human Services, 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.

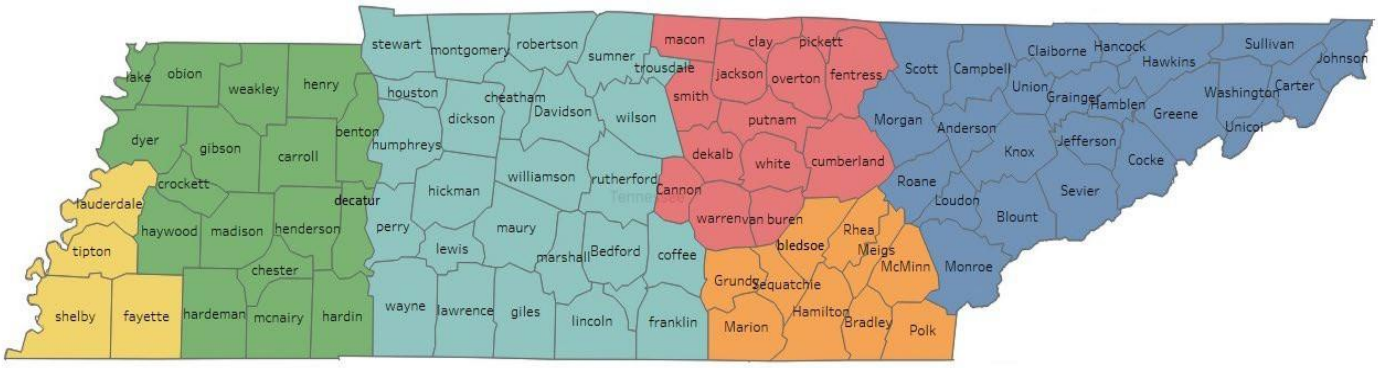
Through this RFP, the State seeks to procure necessary goods or services at the most favorable, competitive prices and to give ALL qualified respondents an opportunity to do business with the state as contractors, subcontractors or suppliers.

1.1. Statement of Procurement Purpose

The State of Tennessee, Vocational Rehabilitation Services Program ("VR") is a statewide program that provides directly or facilitates the provision of one or more vocational rehabilitation service(s) to individuals with disabilities to enable those individuals to maximize their opportunities for employment, including career advancement. The purpose of this RFP is to establish a consistent and reliable source of supply of Assistive Technology Services that enable Customers of the VR program to achieve competitive integrated employment. By issuing this RFP, the State seeks to engage service providers to: (1) perform Assistive Technology assessments that measure an individual's functional capacity and most appropriately match the individual to Assistive Technology that will best meet their needs; (2) conduct training that increases awareness, skills and competencies in the use of Assistive Technology so that the Customer may be proficient in its use; and (3) deliver and install Assistive Technology to VR Customers. VR seeks proposals from experienced and qualified proposers that can provide a full range of Assistive Technology Services.

1.1.2 VR operates statewide in six (6) service areas as shown in the map and table below. Each grouping of counties represented below is considered one service area. The Respondent must be able to serve all counties within the Service Area(s) for which a proposal is submitted. Proposals that divide or exclude counties from a designated Service Area will not be considered. If Respondents wish to bid on more than one Service Area, a separate cost proposal must be submitted for each service area and in accordance with RFP Section 3 Response Requirements, Subsections 3.2.2.2. and 3.2.3.2.

The State shall award up to six (6) contracts, one (1) contract per Service Area. Respondents may submit a proposal for each Service Area it can serve. Multiple Service Areas may be awarded to a single Respondent. Proposers may submit a cost proposal for any number of service areas in response to this RFP. Proposers must identify the Service Areas for which each proposal is submitted in accordance with Section 3 Response Requirements, Subsections 3.2.2.2 and 3.2.3.2.



Historical Customer estimates are approximate, based on the number of Vocational Rehabilitation Services Program Customers who received assistive technology services from October 1, 2022, to September 30, 2025. Table 1 below shows the estimated annual demand for services per service area.

Table 1: Estimated Demand for Services per Service Area			
Service Area	Counties	Estimated Annual Cost per Region	Estimated Number of Customers Per Year
Service Area # 1	Fayette, Lauderdale, Shelby, Tipton	$200,000	100
Service Area # 2	Benton, Carroll, Chester, Crockett, Decatur, Dyer, Gibson, Hardeman, Hardin, Haywood, Henderson, Henry, Lake, Madison, McNairy, Obion, Weakley	$660,000	330
Service Area # 3	Bedford, Cheatham, Coffee, Davidson, Dickson, Franklin, Giles, Hickman, Houston, Humphreys, Lawrence, Lewis, Lincoln, Marshall, Maury, Montgomery, Moore, Perry, Robertson, Rutherford, Steward, Sumner, Trousdale, Wayne, Williamson, Wilson	$300,000	150
Service Area # 4	Bledsoe, Bradley, Grundy, Hamilton, Marion, McMinn, Meigs, Polk, Rhea, Sequatchie	$200,000	100
Service Area # 5	Cannon, Clay, Cumberland, Dekalb, Fentress, Jackson, Macon, Overton, Pickett, Putnam, Smith, Van Buren, Warren, White	$100,000	50
Service Area # 6	Anderson, Blount, Campbell, Carter, Claiborne, Cocke, Grainger, Greene, Hamblen, Hancock, Hawkins, Jefferson, Johnson, Knox, Loudon, Monroe, Morgan, Roane, Scott, Sevier, Sullivan, Unicoi, Union, Washington	$200,000	100

Table 1

1.1.3. The estimated annual cost for annual assistive technology services per Service Area is shown in RFP Section 1.1.2. Table 1.

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 # 34570-41027

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:

Kyle Villagomez, Sourcing Account Specialist
Central Procurement Office
Tennessee Tower, 3rd Floor
312 Rosa L. Parks Ave., Nashville, TN 37243
615-532-1339
Kyle.Villagomez@tn.gov

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

Jeffrey Blackshear
Tennessee Department of Human Services
Andrew Johnson Tower, 12th Floor
James Robertson Parkway
Nashville, TN 37243
Telephone: (615) 313-5711
jeffrey.blackshear@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. It is encouraged for Respondents to submit bids digitally.

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 Disability

Prospective Respondents with a 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:

Microsoft Teams meeting
Join: https://teams.microsoft.com/meet/26579542860091?p=KxEDBvdzaVQkPvvbDQ
Meeting ID: 265 795 428 600 91
Passcode: 4Ye2CX9C

Need help? | System reference
Dial in by phone
+1 629-209-4396,,430098674# United States, Triune
Find a local number

Phone conference ID: 430 098 674#
Join on a video conferencing device
Tenant key: stateoftn@m.webex.com
Video ID: 115 205 388 8
More info
For organizers: Meeting options | Reset dial-in PIN

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		May 29, 2026
2. Disability Accommodation Request Deadline	4:00 p.m.	June 3, 2026
3. Pre-response Conference	11:00 a.m.	June 4, 2026
4. Notice of Intent to Respond Deadline	4:00 p.m.	June 8, 2026
5. Written "Questions & Comments" Deadline	4:00 p.m.	June 18, 2026
6. State Response to Written "Questions & Comments"		July 8, 2026
7. Response Deadline	2:00 p.m.	July 15, 2026
8. State Completion of Technical Response Evaluations		July 23, 2026
9. State Opening & Scoring of Cost Proposals	2:00 p.m.	July 24, 2026
10. Negotiations		July 27, 2026
11. State Notice of Intent to Award Released and RFP Files Opened for Public Inspection	2:00 p.m.	July 28, 2026
12. End of Protest Period		August 4, 2026
13. State sends contract to Contractor for signature		August 5, 2026
14. Contractor Signature Deadline	2:00 p.m.	August 6, 2026

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

3. RESPONSE REQUIREMENTS

3.1. Response Form

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

Respondents should not submit multiple Technical Responses, even if the Respondent bids on multiple Service Areas. Respondents shall utilize the check boxes at the top of RFP Attachment 6.2. – Section B and RFP Attachment 6.2. – Section C to indicate which Service Areas for which the Respondent is submitting a response.

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

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

3.1.1.1. A Respondent should duplicate and 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, and should NOT exceed seventy-five (75) pages in length (maps, graphs, charts, as noted and included as an appendix will not count against this page limit). 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 all text must be at least 12-point font. 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.

3.1.1.5. 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 applicable 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 for each service area Attachment 6.3.a., 6.3.b., 6.3.c., 6.3.d., 6.3.e., 6.3.f., 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 on a separate email, CD, or USB flash drive 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 Technical Response and Cost Proposal files meet all form and content requirements, including all required signatures, as detailed within this RFP.

3.2.2. A Respondent must submit their response as specified in one of the two formats below.

3.2.2.1. Digital Media Submission

3.2.2.1.1. Technical Response

The Technical Response document should be in the form of one (1) digital document in "PDF" format properly recorded on its own otherwise blank USB flash drive and should be clearly identified as the:

"RFP #34570-41027 TECHNICAL RESPONSE ORIGINAL"

and five (5) 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 USB flash drive clearly labeled:

"RFP # 34570-41027 TECHNICAL RESPONSE COPY"

The customer references should be delivered by each reference in accordance with RFP Attachment 6.4. Reference Questionnaire.

3.2.2.1.2. Cost Proposal:

Cost Proposal(s) should be in the form of one (1) digital document in "PDF" or "XLS" format properly recorded on a separate, otherwise blank USB flash drive clearly labeled:

"RFP #34570-41027 COST PROPOSAL"

An electronic or facsimile signature, as applicable, on the Cost Proposal is acceptable.

3.2.2.2. E-mail Submission

3.2.2.2.1. Technical Response

The Technical Response document should be in the form of one (1) digital document in "PDF" format or other easily accessible digital format attached to an e-mail to the

Solicitation Coordinator. Both the subject and file name should be clearly identified as follows:

"RFP #34570-41027 TECHNICAL RESPONSE"

The customer references should be delivered by each reference in accordance with RFP Attachment 6.4. Reference Questionnaire.

3.2.2.2.2. Cost Proposal:

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

"RFP #34570-41027 COST PROPOSAL"

An electronic or facsimile signature, as applicable, on the Cost Proposal is acceptable.

3.2.3. For e-mail submissions, the Technical Response and Cost Proposal documents must be dispatched to the Solicitation Coordinator in **separate** e-mail messages. For digital media submissions, a Respondent must separate, seal, package, and label the documents and copies for delivery as follows:

3.2.3.1. The Technical Response and copies must be placed in a sealed package that is clearly labeled:

"DO NOT OPEN… RFP # 34570-41027 TECHNICAL RESPONSE FROM [RESPONDENT LEGAL ENTITY NAME]"

3.2.3.2. The Cost Proposal must be placed in a separate, sealed package that is clearly labeled:

"DO NOT OPEN… RFP # 34570-41027 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 # 34570-41027 SEALED TECHNICAL RESPONSE & SEALED COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]"

3.2.3.4. Any Respondent wishing to submit a Response in a format other than digital may do so by contacting the Solicitation Coordinator.

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:

Kyle Villagomez, Sourcing Account Specialist
Central Procurement Office
Tennessee Tower, 3rd Floor
312 Rosa L. Parks Ave., Nashville, TN 37243
615-532-1339
Kyle.Villagomez@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 for the same Service Area 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, for the same Service Area, 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.

3.3.9. This RFP is also subject to Tenn. Code Ann. § 12-4-101—105.

3.4. Response Errors & Revisions

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

3.5. Response Withdrawal

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

3.6. Additional Services

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

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

3.7. Response Preparation Costs

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

4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS

4.1. RFP Amendment

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

4.2. RFP Cancellation

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

4.3. State Right of Rejection

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

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

4.4. Assignment & Subcontracting

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

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

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

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

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

4.5. Right to Refuse Personnel or Subcontractors

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

4.6. **Insurance**

The State will require the awarded Contractor, other than a state agency, 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. Respondents are cautioned not to provide any materials in response to this RFP that are trade secrets, as defined under Tenn. Code Ann. § 47-25-1702 and any other applicable law. By submitting a response to this RFP, the respondent acknowledges and agrees that the State shall have no liability whatsoever for disclosure of a trade secret under the Uniform Trade Secrets Act, as provided at Tenn. Code Ann. § 47-25-1701-1709, or under any other applicable law. 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

5.1. Evaluation Categories & Maximum Points

The State will consider qualifications, experience, technical approach, and cost in the evaluation of responses for each Service Area 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
General Qualifications & Experience (refer to RFP Attachment 6.2., Section B)	**15**
Technical Qualifications, Experience & Approach (refer to RFP Attachment 6.2., Section C)	**55**
Cost Proposal (refer to RFP Attachment 6.3.)	**30**

5.2. Evaluation Process

The evaluation process is designed to award up to six (6) contract(s) (one (1) per Service Area) resulting from this RFP not necessarily to the Respondent(s) offering the lowest cost, but rather to the Respondent(s) 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 for each Service Area.

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 Solicitation Coordinator will review the response and determine 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 Service Area's 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 by Service Area for RFP Attachment 6.2., Technical Response & Evaluation Guide, and record each average as the response score for the respective Service Area's Technical Response section.

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

5.2.1.6. A single Technical Evaluation will be conducted regardless of the number of Service Areas for which a Respondent submits a Cost Proposal. Respondents should not submit multiple Technical Responses, even if the Respondent bids on multiple Service Areas. Respondents shall utilize the check boxes at the top of RFP Attachment 6.2. – Section B and RFP Attachment 6.2. – Section C to indicate which Service Areas for which the Respondent is submitting a response.

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

5.2.3. **Clarifications and Negotiations**: The State reserves the right to award a contract for each Service Area on the basis of initial responses received, therefore, each response shall contain the Respondent's best terms and conditions from a technical and cost standpoint. The State reserves the right to conduct clarifications or negotiations for each Service Area with one or more Respondents. All communications, clarifications, and negotiations shall be conducted in a manner that supports fairness in response improvement.

5.2.3.1. Clarifications: The State may identify areas of a response that may require further clarification or areas in which it is apparent that there may have been miscommunications or misunderstandings as to the State's specifications or requirements. The State may seek to clarify those issues identified during one or multiple clarification rounds. Each clarification sought by the State may be unique to an individual Respondent, provided that the process is conducted in a manner that supports fairness in response improvement.

5.2.3.2. Negotiations: The State may elect to negotiate with one or more Respondents by requesting revised responses, negotiating costs, or finalizing contract terms and conditions. The State reserves the right to conduct multiple negotiation rounds or no negotiations at all.

5.2.3.3. Cost Negotiations: All Respondents, selected for negotiation by the State, will be given equivalent information with respect to cost negotiations. All cost negotiations will be documented for the procurement file. Additionally, the State may conduct target pricing and other goods or services level negotiations by Service Area. Target pricing may be based on considerations such as current pricing, market considerations, benchmarks, budget availability, or other methods that do not reveal individual Respondent pricing. During target price negotiations, Respondents are not obligated to reduce their pricing to target prices, but no Respondent is allowed to increase prices.

5.2.3.4. If the State determines that it is unable to successfully negotiate terms and conditions of each Service Area contract with the apparent best evaluated Respondent for the designated Service Area, the State reserves the right to bypass the apparent best

evaluated Respondent and enter into terms and conditions contract negotiations with the next apparent best evaluated Respondent in that Service Area.

5.2.3. **Total Response Score.** The Solicitation Coordinator will calculate the sum of the Technical Response section scores and the Cost Proposal score for each individual Service Area 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 for each Service Area to the head of the procuring agency for consideration along with any other relevant information that might be available and pertinent to the contract awards.

5.3.2. The procuring agency head will determine the apparent best-evaluated Responses. To effect a contract award to a Respondent other than the ones 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 responses for each Service Area 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 Respondents or any other Respondent.

5.3.4. The Respondent(s) identified as offering the apparent best-evaluated response(s) in each Service Area 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(s) must sign the contract by the Contractor Signature Deadline detailed in the RFP Section 2, Schedule of Events. If the Respondent(s) fails to provide the signed contract by this deadline, the State may determine that the Respondent(s) 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 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 Service Area's remaining responsive Cost Proposal to determine (or re-determine) the apparent best-evaluated responses.

RFP ATTACHMENT 6.1

RFP # 34570-41027 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.
11. The Respondent attests that they are not a foreign adversary company within the meaning of Pub. Ch. 768 (2026) and that the Respondent is not knowingly selling an information and communications technology final product or service within the meaning of Pub. Ch. 768 (2026).

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

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

SIGNATURE:

PRINTED NAME & TITLE: _____

DATE: _____

RESPONDENT LEGAL ENTITY NAME:

TECHNICAL RESPONSE & EVALUATION GUIDE

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

The Solicitation Coordinator will review the response to determine if the Mandatory Requirement Items are addressed as required and mark each with pass or fail. For each item that is not addressed as required, the Solicitation Coordinator 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., *et. seq.*).	
		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 (*e.g.*, employment by the State of Tennessee) and, if so, the nature of that conflict. NOTE: Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to cancel any award.	
	A.3.	The Respondent must have a physical business location in Tennessee. Please provide the Respondent's Tennessee address.	
	A.4.	Please provide a statement confirming that 1) the Respondent's response to this RFP includes a separate cost proposal for each Service Area for which the Respondent intends to bid; and 2) the technical response and	

RESPONDENT LEGAL ENTITY NAME:	

Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		cost proposal(s) provide information for each individual Service Area for which the Respondent is proposing to provide services.	
	A.5.	The RFP ATTACHMENT 6.2. Section C— The Respondent's entire Technical Response (RFP Attachment 6.2, Sections A-C) shall not exceed seventy-five (75) pages in length (graphs, charts, sample reports, and pictures or otherwise included as an appendix will not count against this page limit).	
	A.6.	Please provide a statement confirming that the Respondent is: 1) registered with the TN Department of Revenue and Secretary of State or an authorized Tennessee state agency; 2) registered at SAM.gov (System for Award Management) with an active Unique Entity Identifier (UEI), a 12-character alphanumeric ID assigned through SAM.gov; and 3) is able to meet the State's Insurance requirements listed in Section D.32. of RFP ATTACHMENT 6.6. - *Pro Forma* Contract or, if it is a state agency, is subject to the State's self-insurance.	
	A.7	Provide at least one of the following financial documents dated within the last three (3) months: (1) an official document or letter from an accredited credit bureau, indicating a satisfactory credit score for the Respondent (NOTE: A credit bureau report number without the full report is insufficient and will not be considered responsive.); (2) income statement, indicating the Respondent's financial operations; or (3) balance sheet, showing the Respondent's flow of funds. Any documentation disclosing the amount of cash flows from operating activities should be for the Respondent's most current operating period and must indicate whether the cash flows are positive or negative. 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. 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.	
	A.8.	Provide a statement confirming that the Respondent can provide assistive technology assessments, reporting, training, delivery, and installation services for all of the following: physical disabilities, blind or low vision, deaf or hard of hearing, mental health, learning or cognitive disability, and communication impairment.	
	A.9.	Provide a statement confirming which of the following third-party information security certification(s), authorization(s), examination(s), assessments, or audit(s) that Respondent currently meets: i. **ISO/IEC 27001:2022 Certification** – The Contractor and Contractor's processing environment containing State Data shall be currently compliant with the most recent version of the International Organization for Standardization (ISO) and International Electrotechnical Commission (IEC) 27001:2022 standards. Annual	

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	**Item Ref.**	**Section A— Mandatory Requirement Items**	**Pass/Fail**
		surveillance and recertification audits shall be performed by a certification body accredited by the ANSI-ASQ National Accreditation Board (ANAB); ii. **FedRAMP Authorization** - The Contractor and Contractor's processing environment containing State Data shall maintain an active Federal Risk and Authorization Management Program (FedRAMP) Moderate or higher Authorization to Operate as issued by a federal agency or the FedRAMP Program Management Office; iii. **GovRAMP Authorization** - The Contractor and Contractor's processing environment containing State Data shall maintain authorization by the Government Risk and Authorization Management Program (GovRAMP) and undergo an annual audit performed by a GovRAMP-approved Third Party Assessment Organization (3PAO); iv. **SOC 2 Type II Examination** - The Contractor and Contractor's processing environment containing State Data shall 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 examination that includes the Security, Availability, and Confidentiality Trust Services Criteria; v. **HITRUST Certification** - The Contractor and Contractor's processing environment containing State Data shall maintain a current HITRUST risk-based 2-year (r2) validated assessment issued under the HITRUST Common Security Framework and performed by an authorized HITRUST External Assessor Organization; or vi. **NIST Audit** - The Contractor and Contractor's processing environment containing State Data shall undergo an annual independent audit assessing compliance with the privacy and security controls established in the National Institute of Standards and Technology (NIST) Special Publication 800-53. The audit shall be conducted by a qualified independent assessor, which may include a reputable CPA firm, cybersecurity firm, or other organization with demonstrated expertise in assessing NIST control compliance. The audit must evaluate compliance with the security controls defined in the NIST Special Publication 800-53B moderate-impact security control baseline or a higher-impact baseline. This third-party information security list is in accordance with RFP ATTACHMENT 6.6 – *Pro Forma* Contract, Section D.37 Information Technology Security Requirements (State Data, Audit, and Other Requirements).	
State Use – Solicitation Coordinator Signature, Printed Name & Date:			

TECHNICAL RESPONSE & EVALUATION GUIDE

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

Please indicate which Service Area(s) to which Respondent's Technical Response applies (check all that apply):

(☐ Service Area 1) (☐ Service Area 2) (☐ Service Area 3) (☐ Service Area 4) (☐ Service Area 5) (☐ Service Area 6)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	**Item Ref.**	**Section B— General Qualifications & Experience Items**
	B.1.	Detail the name, e-mail address, mailing address, telephone number, and facsimile number, if applicable, of the person the State should contact regarding the response.
	B.2.	Describe the Respondent's form of business (*i.e.*, individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and business location (physical location or domicile).
	B.3.	Detail the number of years the Respondent has been in business.
	B.4.	Briefly describe how long the Respondent has been providing the goods or services required by this RFP by Service Area.
	B.5.	Describe the Respondent's number of employees, client base, and location of offices.
	B.6.	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.7.	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 *nolo contendere* to any felony. If so, include an explanation providing relevant details.
	B.8.	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.9.	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.10.	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

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	**Item Ref.**	**Section B— General Qualifications & Experience Items**
		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. 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 by Service Area (*e.g.*, prior experience, training, certifications, resources, program and quality management systems, *etc.*).
	B.12.	Provide a narrative description of the proposed project team duty positions, Illustrating the lines of authority between duty positions.
	B.13.	Provide a personnel roster listing the names of key people, if known, who the Respondent will assign to meet the Respondent's requirements by Service Area 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. The Respondent need not designate every individual on the proposed contract as a key person.
	B.14.	Provide a statement of whether the Respondent intends to use subcontractors to meet the Respondent's requirements of any contract(s) awarded pursuant to this RFP, and if so, detail: (a) the names of the subcontractors along with the contact person, mailing address, telephone number, and e-mail address for each Service Area indicated above; (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 for each Service Area indicated above; and (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.
	B.15.	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: (a) the name, title, telephone number and e-mail address of the State contact knowledgeable about the contract; (b) the procuring State agency name; (c) a brief description of the contract's scope of services; (d) the contract period; and (e) the contract number.
	B.16.	Provide a statement and any relevant details addressing whether the Respondent is any of the following: (a) is presently debarred, suspended, proposed for debarment, or voluntarily excluded from covered transactions by any federal or state department or agency; (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;

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	**Item Ref.**	**Section B— General Qualifications & Experience Items**
		(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 (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.
	B.17.	Provide three (3) references from three different people, in accordance with the instructions in Attachment 6.4.
		SCORE *(for <u>all</u> Section B—Qualifications & Experience Items above)*: *(maximum possible score = 15)*
State Use – Evaluator Identification:		

TECHNICAL RESPONSE & EVALUATION GUIDE

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

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

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

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

Please indicate which Service Area(s) to which Respondent's Technical Response applies (check all that apply): (☐ Service Area 1) (☐ Service Area 2) (☐ Service Area 3) (☐ Service Area 4) (☐ Service Area 5) (☐ Service Area 6)

RESPONDENT LEGAL ENTITY NAME:	

Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	C.1.	Provide a narrative that illustrates the Respondent's understanding of the State's requirements and project schedule.		**1**	
	C.2.	Provide a narrative that illustrates how the Respondent will complete the scope of services for each Service Area checked above, accomplish required objectives, and meet the State's project schedule. Include information on how the Respondent will begin serving Service Areas previously not served by the Respondent.		**1**	
	C.3.	Provide a narrative demonstrating knowledge, types of experience, and years of experience with the VR program, the Workforce Innovation and Opportunity Act (WIOA, Public Law 113-128, 29 U.S.C. Chapter 32), and person-centered practices per the National Center on Advancing Person-Centered Practices and Systems (NCAPPS) https://ncapps.acl.gov/. The narrative should present the plan for incorporating these approaches into regular operations.		**1**	
	C.4.	Describe in detail Respondent's assessment tools and approach to performing assistive technology assessments for individuals with varying disabilities, such as low vision/blindness, hearing impairment, physical/motor impairment, learning/cognitive disability, and mental health. Include the estimated amount of time Respondent expects to spend on an assessment and the various types of assessment tools, forms, techniques, and abilities used.		**15**	
	C.5.	Provide a detailed description of the step-by-step process and resources that Respondent will use once a referral is received and the ways your organization will manage the referral process. Please explain how your organization will ensure adherence to RFP Attachment 6.6. Pro Forma		**8**	

RFP ATTACHMENT 6.2. — SECTION C (continued)

RESPONDENT LEGAL ENTITY NAME:	

Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
		Section A.3 regarding the referral and assessment process. Include timeframes for each step in the process.			
	C.6.	Provide a detailed narrative describing the method that Respondent uses to track and record service times, the number of assessments provided to Customers, and the process used to ensure service requests from the State have been completed.		**2**	
	C.7.	Describe in detail the method Respondent uses to track and monitor Customer wait times for assistive technology services, including assessments, training, and delivery of assistive technology. Note escalation factors that would indicate a need to take action, address wait times, and subsequently develop an action plan to reduce wait times and ensure timely service delivery.		**2**	
	C.8.	Describe Respondent's plan to provide assistive technology assessments and training at different types of locations, such as a Customer's residence, place of employment, or other appropriate location determined by the Customer and the State's Rehabilitation Counselor in accordance with Sections A.3 and A.5 of RFP Attachment 6.6. Pro *Forma* Contract.		**3**	
	C.9.	Describe the methods Respondent uses to assess an individual who has a communication impairment based on each of the following: 1. Due to an intellectual disability that affects speech; and 2. Due to a physical disability that affects speech.		**15**	
	C.10.	Provide a sample draft of an assistive technology assessment report, as described in RFP Attachment 6.6. *Pro Forma* Contract Section A.4., that demonstrates the elements Respondent considers during its assessment process.		**15**	
	C.11.	Describe the current assistive technology inventory Respondent uses during assistive technology assessments. Please explain how each of these various types of assistive technology are incorporated during assistive technology assessments and the ways Respondent will ensure the most current and emerging assistive technology is incorporated into its assessments.		**6**	
	C.12.	Provide a detailed narrative that describes Respondent's plan and capacity for receiving and storing assistive technology and communicating the status of the devices with the State's Rehabilitation Counselor and Customer in accordance with the RFP Attachment 6.6 – *Pro Forma* Contract Sections A.8 and A.9.		**6**	
	C.13.	Provide a detailed narrative of Respondent's plan to set-up and deliver assistive technology in accordance with RFP Attachment 6.6 - *Pro Forma*		**6**	

RFP ATTACHMENT 6.2. — SECTION C (continued)

RESPONDENT LEGAL ENTITY NAME:	

Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
		Contract, Section A.8. Include descriptions of how Respondent will implement assistive technology set-up in preparation for delivery and the method(s) of delivery Respondent uses to deliver the assistive technology to Customers.			
	C.14.	Provide a detailed narrative illustrating Respondent's approach to assistive technology training. Describe Respondent's method for delivering training based on the Customer's needs, including but not limited to, factors determining Respondent's ability to utilize virtual training and related implementation strategies. Describe how your organization determines what training is needed and the length of that training, including specific examples for Customers who have physical disabilities, blind or low vision, deaf or hard of hearing, mental health, learning or cognitive disability		**15**	
	C.15.	Provide a narrative with examples, demonstrating Respondent's technical experience and capacity to fabricate and design assistive technology.		**1**	
	C.16.	Please describe in detail how Respondent's reports, as required by RFP Attachment 6.6 – *Pro Forma* Contract, Section A.11, will be completed. Describe Respondent's steps to ensure the accuracy, completion, and timeliness of the monthly reports, including any use of Artificial Intelligence.		**1**	
	C.17.	Provide a narrative that addresses whether Respondent maintains a current Code of Conduct or Employee Policy that address sexual abuse, harassment, or inappropriate conduct with Customers, such as, zero tolerance policy with definitions, physical contact limits, anti-isolation procedures, one-on-one limitations, communication rules, mandatory reporting, and investigation cooperation.		**1**	
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.			**Total Raw Weighted Score:** *(sum of Raw Weighted Scores above)*		

Total Raw Weighted Score / **Maximum Possible Raw Weighted Score** *(i.e., 5 x the sum of item weights above)*	**X 55** *(maximum possible score)*	**= SCORE:**	

State Use – Evaluator Identification:

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

COST PROPOSAL & SCORING GUIDE

A Respondent shall complete and submit a separate cost proposal for each individual Service Area (see RFP Section 1.1.2.) that the Respondent wishes to bid on.

Please ensure that the Service Area noted at the top of each Cost Proposal correlates to the Service Area(s) that Respondent is bidding on.

6.3 a. Service Area # 1

6.3.b. Service Area # 2

6.3.c. Service Area # 3

6.3.d. Service Area # 4

6.3.e. Service Area # 5

6.3.f. Service Area # 6

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COST PROPOSAL & SCORING GUIDE

NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED

COST PROPOSAL SCHEDULE— The Cost Proposal(s), detailed below, shall indicate the proposed price for goods or services provided by Service Area as defined in the Scope of Services of the RFP Attachment 6.6., *Pro Forma* Contract and for the entire contract period. The Cost Proposal(s) 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 that wish to bid on multiple Service Areas shall complete and submit a **separate** cost proposal for each Service Area. Please ensure that the Service Area noted at the top of each Cost Proposal correlates to the Service Area(s) that Respondent is bidding on.

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.

RESPONDENT SIGNATURE:	
PRINTED NAME & TITLE:	
DATE:	

RESPONDENT LEGAL ENTITY NAME:								
Service Area # 1 (RFP Section 1.1.2.)								
Cost Item Description	**Proposed Cost**					**State Use ONLY**		
	10/1/2026—9/30/2027	**10/1/2027—9/30/2028**	**10/1/2028—9/30/2029**	**10/1/2029—9/30/2030**	**10/1/2030—9/30/2031**	**Sum**	**Evaluation Factor**	**Evaluation Cost** (sum x factor)
Assistive Technology Assessment & Assessment Report	**$ / EA**	**$ / EA**	**$ / EA**	**$ / EA**	**$ / EA**		100	
Assistive Technology Training	**$ / HR**	**$ / HR**	**$ / HR**	**$ / HR**	**$ / HR**		700	
Delivery and Installation	**$ / EA**	**$ / EA**	**$ / EA**	**$ / EA**	**$ / EA**		100	
Service Coordination & Technical Support	**$ / MO**	**$ / MO**	**$ / MO**	**$ / MO**	**$ / MO**		12	
TOTAL EVALUATION COST AMOUNT (sum of evaluation costs above)**:** The Solicitation Coordinator will use this sum and the formula below to calculate the Cost Proposal Score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.								
lowest evaluation cost amount from all proposals / **evaluation cost amount being evaluated** **x 30 (maximum possible score)** **= SCORE:**								
State Use – Solicitation Coordinator Signature, Printed Name & Date:								

COST PROPOSAL & SCORING GUIDE

NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED

COST PROPOSAL SCHEDULE— The Cost Proposal(s), detailed below, shall indicate the proposed price for goods or services provided by Service Area as defined in the Scope of Services of the RFP Attachment 6.6., *Pro Forma* Contract and for the entire contract period. The Cost Proposal(s) 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 that wish to bid on multiple Service Areas shall complete and submit a **separate** cost proposal for each Service Area. Please ensure that the Service Area noted at the top of each Cost Proposal correlates to the Service Area(s) that Respondent is bidding on.

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.

RESPONDENT SIGNATURE:	
PRINTED NAME & TITLE:	
DATE:	

RESPONDENT LEGAL ENTITY NAME:								
Service Area # 2 (RFP Section 1.1.2.)								
Cost Item Description	**Proposed Cost**					**State Use ONLY**		
	10/1/2026— 9/30/2027	**10/1/2027— 9/30/2028**	**10/1/2028— 9/30/2029**	**10/1/2029— 9/30/2030**	**10/1/2030— 9/30/2031**	**Sum**	**Evaluation Factor**	**Evaluation Cost** (sum x factor)
Assistive Technology Assessment & Assessment Report	**$ / EA**	**$ / EA**	**$ / EA**	**$ / EA**	**$ / EA**		330	
Assistive Technology Training	**$ / HR**	**$ / HR**	**$ / HR**	**$ / HR**	**$ / HR**		2310	
Delivery and Installation	**$ / EA**	**$ / EA**	**$ / EA**	**$ / EA**	**$ / EA**		330	
Service Coordination & Technical Support	**$ / MO**	**$ / MO**	**$ / MO**	**$ / MO**	**$ / MO**		12	
TOTAL EVALUATION COST AMOUNT (sum of evaluation costs above)**:** The Solicitation Coordinator will use this sum and the formula below to calculate the Cost Proposal Score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.								
lowest evaluation cost amount from all proposals / **evaluation cost amount being evaluated** **x 30 (maximum possible score)** **= SCORE:**								
State Use – Solicitation Coordinator Signature, Printed Name & Date:								

COST PROPOSAL & SCORING GUIDE

NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED

COST PROPOSAL SCHEDULE— The Cost Proposal(s), detailed below, shall indicate the proposed price for goods or services provided by Service Area as defined in the Scope of Services of the RFP Attachment 6.6., *Pro Forma* Contract and for the entire contract period. The Cost Proposal(s) 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 that wish to bid on multiple Service Areas shall complete and submit a **separate** cost proposal for each Service Area. Please ensure that the Service Area noted at the top of each Cost Proposal correlates to the Service Area(s) that Respondent is bidding on.

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.

RESPONDENT SIGNATURE:	
PRINTED NAME & TITLE:	
DATE:	

RESPONDENT LEGAL ENTITY NAME:	

Service Area # 3 (RFP Section 1.1.2.)

Cost Item Description	**Proposed Cost**					**State Use ONLY**		
	10/1/2026—9/30/2027	**10/1/2027—9/30/2028**	**10/1/2028—9/30/2029**	**10/1/2029—9/30/2030**	**10/1/2030—9/30/2031**	**Sum**	**Evaluation Factor**	**Evaluation Cost** (sum x factor)
Assistive Technology Assessment & Assessment Report	**$ / EA**	**$ / EA**	**$ / EA**	**$ / EA**	**$ / EA**		150	
Assistive Technology Training	**$ / HR**	**$ / HR**	**$ / HR**	**$ / HR**	**$ / HR**		1050	
Delivery and Installation	**$ / EA**	**$ / EA**	**$ / EA**	**$ / EA**	**$ / EA**		150	
Service Coordination & Technical Support	**$ / MO**	**$ / MO**	**$ / MO**	**$ / MO**	**$ / MO**		12	

TOTAL EVALUATION COST AMOUNT (sum of evaluation costs above)**:**

The Solicitation Coordinator will use this sum and the formula below to calculate the Cost Proposal Score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.

$$\frac{\textbf{lowest evaluation cost amount from all proposals}}{\textbf{evaluation cost amount being evaluated}} \times \textbf{30 (maximum possible score)} = \textbf{SCORE:}$$

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

COST PROPOSAL & SCORING GUIDE

NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED

COST PROPOSAL SCHEDULE— The Cost Proposal(s), detailed below, shall indicate the proposed price for goods or services provided by Service Area as defined in the Scope of Services of the RFP Attachment 6.6., *Pro Forma* Contract and for the entire contract period. The Cost Proposal(s) 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 that wish to bid on multiple Service Areas shall complete and submit a **separate** cost proposal for each Service Area. Please ensure that the Service Area noted at the top of each Cost Proposal correlates to the Service Area(s) that Respondent is bidding on.

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.

RESPONDENT SIGNATURE:	
PRINTED NAME & TITLE:	
DATE:	

RESPONDENT LEGAL ENTITY NAME:								
Service Area # 4 (RFP Section 1.1.2.)								
Cost Item Description	**Proposed Cost**					**State Use ONLY**		
	10/1/2026—9/30/2027	**10/1/2027—9/30/2028**	**10/1/2028—9/30/2029**	**10/1/2029—9/30/2030**	**10/1/2030—9/30/2031**	**Sum**	**Evaluation Factor**	**Evaluation Cost** (sum x factor)
Assistive Technology Assessment & Assessment Report	**$ / EA**	**$ / EA**	**$ / EA**	**$ / EA**	**$ / EA**		100	
Assistive Technology Training	**$ / HR**	**$ / HR**	**$ / HR**	**$ / HR**	**$ / HR**		700	
Delivery and Installation	**$ / EA**	**$ / EA**	**$ / EA**	**$ / EA**	**$ / EA**		100	
Service Coordination & Technical Support	**$ / MO**	**$ / MO**	**$ / MO**	**$ / MO**	**$ / MO**		12	
TOTAL EVALUATION COST AMOUNT (sum of evaluation costs above)**:** The Solicitation Coordinator will use this sum and the formula below to calculate the Cost Proposal Score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.								
lowest evaluation cost amount from all proposals / **evaluation cost amount being evaluated** **x 30 (maximum possible score)** **= SCORE:**								
State Use – Solicitation Coordinator Signature, Printed Name & Date:								

COST PROPOSAL & SCORING GUIDE

NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED

COST PROPOSAL SCHEDULE— The Cost Proposal(s), detailed below, shall indicate the proposed price for goods or services provided by Service Area as defined in the Scope of Services of the RFP Attachment 6.6., *Pro Forma* Contract and for the entire contract period. The Cost Proposal(s) 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 that wish to bid on multiple Service Areas shall complete and submit a **separate** cost proposal for each Service Area. Please ensure that the Service Area noted at the top of each Cost Proposal correlates to the Service Area(s) that Respondent is bidding on.

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.

RESPONDENT SIGNATURE:	
PRINTED NAME & TITLE:	
DATE:	

RESPONDENT LEGAL ENTITY NAME:	

Service Area # 5 (RFP Section 1.1.2.)

Cost Item Description	**Proposed Cost**					**State Use ONLY**		
	10/1/2026— 9/30/2027	**10/1/2027— 9/30/2028**	**10/1/2028— 9/30/2029**	**10/1/2029— 9/30/2030**	**10/1/2030— 9/30/2031**	**Sum**	**Evaluation Factor**	**Evaluation Cost** (sum x factor)
Assistive Technology Assessment & Assessment Report	**$ / EA**	**$ / EA**	**$ / EA**	**$ / EA**	**$ / EA**		50	
Assistive Technology Training	**$ / HR**	**$ / HR**	**$ / HR**	**$ / HR**	**$ / HR**		350	
Delivery and Installation	**$ / EA**	**$ / EA**	**$ / EA**	**$ / EA**	**$ / EA**		50	
Service Coordination & Technical Support	**$ / MO**	**$ / MO**	**$ / MO**	**$ / MO**	**$ / MO**		12	
							TOTAL EVALUATION COST AMOUNT (sum of evaluation costs above)**:** The Solicitation Coordinator will use this sum and the formula below to calculate the Cost Proposal Score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.	
							lowest evaluation cost amount from all proposals / **evaluation cost amount being evaluated** **x 30 (maximum possible score)** **= SCORE:**	

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

COST PROPOSAL & SCORING GUIDE

NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED

COST PROPOSAL SCHEDULE— The Cost Proposal(s), detailed below, shall indicate the proposed price for goods or services provided by Service Area as defined in the Scope of Services of the RFP Attachment 6.6., *Pro Forma* Contract and for the entire contract period. The Cost Proposal(s) 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 that wish to bid on multiple Service Areas shall complete and submit a **separate** cost proposal for each Service Area. Please ensure that the Service Area noted at the top of each Cost Proposal correlates to the Service Area(s) that Respondent is bidding on.

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.

RESPONDENT SIGNATURE:	
PRINTED NAME & TITLE:	
DATE:	

RESPONDENT LEGAL ENTITY NAME:	

Service Area # 6 (RFP Section 1.1.2.)

Cost Item Description	**Proposed Cost**					**State Use ONLY**		
	10/1/2026—9/30/2027	**10/1/2027—9/30/2028**	**10/1/2028—9/30/2029**	**10/1/2029—9/30/2030**	**10/1/2030—9/30/2031**	**Sum**	**Evaluation Factor**	**Evaluation Cost** (sum x factor)
Assistive Technology Assessment & Assessment Report	**$ / EA**	**$ / EA**	**$ / EA**	**$ / EA**	**$ / EA**		100	
Assistive Technology Training	**$ / HR**	**$ / HR**	**$ / HR**	**$ / HR**	**$ / HR**		700	
Delivery and Installation	**$ / EA**	**$ / EA**	**$ / EA**	**$ / EA**	**$ / EA**		100	
Service Coordination & Technical Support	**$ / MO**	**$ / MO**	**$ / MO**	**$ / MO**	**$ / MO**		12	
						TOTAL EVALUATION COST AMOUNT (sum of evaluation costs above)**:** The Solicitation Coordinator will use this sum and the formula below to calculate the Cost Proposal Score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.		
						lowest evaluation cost amount from <u>all</u> proposals / **evaluation cost amount being evaluated** **x 30 (maximum possible score)** **= SCORE:**		

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

REFERENCE QUESTIONNAIRE

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

The Respondent will be solely responsible for obtaining completed reference questionnaires as detailed below:

- Provide references from three (3) different persons who are not current State employees for projects similar in size and scope to the goods or services sought under this RFP.
- Respondents may provide references that represent active, current contracts or contracts completed within the last five (5) years.
- The individual providing a reference shall not be a current State employee of the procuring State agency. (References from persons that are not affiliated with the State of Tennessee are strongly preferred; however, procuring State agencies that do accept references from another State agency shall document, in writing, a plan to ensure that no contact is made between the procuring State agency and a referring State agency and shall provide a copy of the plan to the Central Procurement Office prior to accepting references from a referring State agency.
- Obtain and submit the completed reference questionnaires following one of the two processes described below:

Option #1 – Written References:

(a) Add the Respondent's name to the standard reference questionnaire at RFP Attachment 6.4 and make a copy for each reference.

(b) Send a reference questionnaire and a new, standard #10 envelope to each reference.

(c) Instruct the reference to:

  (i) complete the reference questionnaire;

  (ii) sign and date the completed reference questionnaire;

  (iii) seal the completed, signed, and dated reference questionnaire within the envelope provided;

  (iv) sign his or her name in ink across the sealed portion of the envelope; and

  (v) return the sealed envelope 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).

(d) Do NOT open the sealed references upon receipt.

(e) Enclose all sealed reference envelopes within a larger, labeled envelope for inclusion in the Technical Response as required.

Option #2 - Emailed References:

(a) Add the Respondent's name to the standard reference questionnaire at RFP Attachment 6.4 and make a copy for each reference.

(b) E-mail a reference questionnaire to each reference.

(c) Instruct the reference to:

  (i) complete the reference questionnaire;

  (ii) sign and date the completed reference questionnaire;

  (iii) E-mail the reference directly to the Solicitation Coordinator by the RFP Technical Response Deadline with the Subject line of the e-mail as "**[Respondent's Name]** Reference for RFP # 34570-41027".

NOTES:

- The State will not accept late references or references submitted by any means other than the two which are described above, and each reference questionnaire submitted must be completed as required.
- The State will not review more than the number of references indicated above.

- While the State will base its reference check on the contents of the reference e-mails or 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.
- The State is under no obligation to clarify any reference information.

RFP # 34570-41027 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 and follow either process outlined below;

Physical:

- 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.

E-Mail:

- e-mail the completed questionnaire to:
  Kyle Villagomez, Sourcing Account Specialist
  Kyle.Villagomez@tn.gov

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

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

NAME:	
TITLE:	
TELEPHONE #	
E-MAIL ADDRESS:	

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

(4) 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.

(5) 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.

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

REFERENCE SIGNATURE:
(by the individual completing this request for reference information)

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

DATE: _____

RFP ATTACHMENT 6.5.

SCORE SUMMARY MATRIX – SERVICE AREA

	RESPONDENT NAME		*RESPONDENT NAME*		*RESPONDENT NAME*	
GENERAL QUALIFICATIONS & EXPERIENCE (maximum: 15)						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE:		**AVERAGE:**		**AVERAGE:**	
TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH (maximum: 55)						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE:		**AVERAGE:**		**AVERAGE:**	
COST PROPOSAL (maximum: 30)	**SCORE:**		**SCORE:**		**SCORE:**	
TOTAL RESPONSE EVALUATION SCORE: (maximum:100)						
Solicitation Coordinator Signature, Printed Name & Date:						

RFP # 34570-41027 PRO *FORMA* CONTRACT

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

CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF HUMAN SERVICES
AND
CONTRACTOR NAME

This Contract, by and between the State of Tennessee, Department of Human Services ("State") and Contractor Legal Entity Name ("Contractor"), is for the provision of Assistive Technology 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. "Assistive Technology" means any device, item, piece of equipment, or product system, whether fabricated, acquired commercially, modified, or customized, that is used to increase, maintain, or improve functional capabilities of individuals with disabilities.

b. "Assistive Technology Certificate" means a third-party credentialing agency's formal recognition of demonstrated competence in analyzing the needs of individuals with disabilities, assisting in the selection of appropriate Assistive Technology for a Customer's needs, and providing training in the use of the selected device(s).

c. "Assistive Technology Professional Certification" means active and unexpired certification as an Assistive Technology Professional (ATP) granted by the Rehabilitation Engineering and Assistive Technology Society of North America (RESNA), evidencing the individual's qualifications, knowledge, and competency to provide Assistive Technology services in accordance with applicable professional standards, ethical requirements, and best practices.

d. "Assistive Technology Service" means any service that directly assists an individual with a disability in the selection, acquisition, or use of an Assistive Technology, including:

1. The assessment of the Assistive Technology needs of an individual with a disability, including a functional assessment of the impact of the provision of appropriate Assistive Technology and appropriate services to the individual in the customary environment of the individual;

2. Services consisting of the recommendation to purchase, lease, or otherwise provide for the acquisition of Assistive Technology by individuals with disabilities;

3. Services consisting of selecting, designing, fitting, customizing, adapting, applying, maintaining, repairing, or replacing Assistive Technology;

4. Training or technical assistance for an individual with disabilities, or, where appropriate, the family members, guardians, advocates, or authorized representatives of such an individual; and

5. Training or technical assistance for professionals (including individuals providing education and rehabilitation services), employers, or other individuals who provide services to, employ, or are otherwise substantially involved in the major life functions of individuals with disabilities.

e. "Certified Assistive Technology Instructional Specialist for Individuals with Visual Impairments" means a professional who is certified in Assistive Technology and has specialized training and experience in instructing individuals with visual impairments in the effective use of Assistive Technology, software, and adaptive strategies to support access to education, employment, independent living, and communication.

f. "Customer" means an applicant for or recipient of vocational rehabilitation services who meets the eligibility requirements of 34 CFR § 361.42(a).

g. "Individual with a Disability" means an individual with a disability, as defined in 42 U.S.C. §12102(1).

h. "Individualized Plan for Employment" ("IPE") means a comprehensive plan which documents a VR Customer's specific employment objective, the services needed to achieve such objective, and other information as required per 34 CFR § 361.46.

i. "Rehabilitation Counselor" means a State employee who determines program applicant eligibility pursuant to 34 CFR § 361. 42(a), manages each VR Customer's case, and assists VR Customers to identify and achieve their vocational goals.

j. "Regional Supervisor" means a State employee who supervises the State's Rehabilitation Counselors.

k. "Rehabilitation Technology" means the systematic application of technologies, engineering methodologies, or scientific principles to meet the needs of, and address the barriers confronted by, individuals with disabilities in areas that include education, rehabilitation, employment, transportation, independent living, and recreation. The term includes rehabilitation engineering, Assistive Technology items or devices, and Assistive Technology Services.

l. "Refer" or "Referral" means the directing of a Customer to the Contractor by the State through a work order document which authorizes the State's Rehabilitation Counselor to begin work for a specific service.

m. "Service Area" means the Tennessee counties of: <INSERT AWARDED SERVICE AREA(S)>

Service Area 1: Fayette, Lauderdale, Shelby, Tipton counties.

Service Area 2: Benton, Carroll, Chester, Crockett, Decatur, Dyer, Gibson, Hardeman, Hardin, Haywood, Henderson, Henry, Lake, Madison, McNairy, Obion, Weakley counties.

Service Area 3: Bedford, Cheatham, Coffee, Davidson, Dickson, Franklin, Giles, Hickman, Houston, Humphreys, Lawrence, Lewis, Lincoln, Marshall, Maury, Montgomery, Moore, Perry, Robertson, Rutherford, Steward, Sumner, Trousdale, Wayne, Williamson, Wilson counties.

Service Area 4: Bledsoe, Bradley, Grundy, Hamilton, Marion, McMinn, Meigs, Polk, Rhea, Sequatchie counties.

Services Area 5: Cannon, Clay, Cumberland, Dekalb, Fentress, Jackson, Macon, Overton, Pickett, Putnam, Smith, Van Buren, Warren, White counties.

Service Area 6: Anderson, Blount, Campbell, Carter, Claiborne, Cocke, Grainger, Greene, Hamblen, Hancock, Hawkins, Jefferson, Johnson, Knox, Loudon, Monroe, Morgan, Roane, Scott, Sevier, Sullivan, Unicoi, Union, Washington counties.

n. "State Data" means any and all data that can be accessed, processed, generated, including derivative works, stored, or hosted by the Contractor in performance of this Contract.

o. "Transition and Mobilization Period" means the phase between Contract award and full-service commencement (also referred to as "Effective Date" in Section B), where the Contractor prepares resources (personnel, equipment, or systems) and takes over operations from an incumbent to ensure Assistive Technology Service continuity.

p. "Vocational Rehabilitation Services Program" ("VR") means a statewide program administered by the State pursuant to Tenn. Code Ann. §§ 71-6-604 and 71-4-1105 that provides directly or facilitates the provision of one or more vocational rehabilitation services to individuals with disabilities to enable those individuals to maximize their opportunities for employment, including career advancement.

q. "Workforce Innovation and Opportunity Act" ("WIOA") means the federal law codified at 29 U.S.C. § 3101 et seq. designed to strengthen and improve the nation's public workforce development system by helping Americans with barriers to employment, including individuals with disabilities, achieve high quality careers and helping employers hire and retain skilled workers.

A.3. Assistive Technology Referral, Assessment, and Notification Process. The Contractor shall comply with the requirements and processes established in this section.

a. The State shall provide Customer Referrals to the Contractor with relevant information regarding each Customer, such as the Customer's IPE, that may assist the Contractor in delivering Assistive Technology Services. No later than five (5) business days after receipt of the State's Referral, the Contractor shall contact each Customer to schedule Assistive Technology Services. The Contractor shall report the service time and date to the State's Rehabilitation Counselor no later than five (5) business days after scheduling the Assistive Technology Service with the Customer. It is the responsibility of the Contractor to document contact attempts and notify the State's Rehabilitation Counselor if unable to make contact with the customer during the five (5) business days after receipt of the State's referral or if contact with the Customer cannot be made at any point in the Assistive Technology services process.

b. No later than ten (10) business days after the State makes a Referral, the Contractor shall schedule an Assistive Technology assessment with the Customer. The Contractor shall complete the Assistive Technology assessment no later than thirty (30) calendar days after the receipt of the State's Referral unless the Rehabilitation Counselor indicates a different date and time in writing. The Contractor shall perform each Assistive Technology assessment to determine which form of Assistive Technology will best meet the Customer's needs specific to their VR employment objective(s). The Assistive Technology assessment may include, but is not limited to, alternative and augmentative communication, blind and low vision access, computer and phone access, daily living, deaf or hard of hearing access, environmental adaptations, ergonomic access, workplace accommodations, and learning disability/cognition needs. The Contractor shall ensure that it completes each Assistive Technology assessment within the least amount of time possible from the date of receipt of the State's Referral.

c. The Contractor shall notify the Rehabilitation Counselor, in writing, on the day when each of the following occurs:

i. The Contractor completes the Assistive Technology assessment; and
ii. The Contractor completes delivery of Assistive Technology Services, including but not limited to training under Section A.5 and device delivery/installation under Section A.8.

d. The Contractor shall maintain written operating procedures and processes for receiving Assistive Technology referrals and assessment management and shall provide them to the State upon request.

A.4. Assistive Technology Assessment Report. No later than ten (10) business days after completing the Assistive Technology assessment, the Contractor shall submit to the Rehabilitation Counselor a full Assistive Technology assessment report. The Contractor shall ensure that each Assistive Technology assessment report itemizes the recommended Assistive Technology and justifies, with specific information, how the Assistive Technology will meet the Customer's needs specific to their VR employment objective(s). Additionally, at a minimum, the Contractor shall include the following in each Assistive Technology assessment report:

a. The Assistive Technology demonstrated and discussed during the Assistive Technology assessment;
b. The Customer's needs specific to their VR employment objective(s);
c. Results of the Assistive Technology assessment;
d. The Contractor's recommendations for specific Assistive Technology;
e. Anticipated Customer training needs; and
f. Estimated amount of time needed for training (if training is needed).

A.5. Assistive Technology Training. The Contractor shall train Customers on recommended Assistive Technology to meet the needs of the Customer. The Contractor shall ensure that all such training is consistent with the recommendations the Contractor made in the Assistive Technology assessment report. Training may occur prior to the acquisition of Assistive Technology, if approved in advance by the Rehabilitation Counselor. The Contractor shall not provide training services to a Customer until it receives a Referral from the State. The Contractor shall submit individual Customer training status reports to the Rehabilitation Counselor upon the completion of each segment of training or monthly, whichever occurs first. If the Contractor determines further training is needed, the Contractor shall document the estimated number of additional training hours needed in the Customer's training status report. The Contractor shall not commence further training until the Rehabilitation Counselor accepts the Customer's training status report and confirms, in writing, the estimated number of hours for the next segment of training is needed. The Contractor shall submit to the Rehabilitation Counselor a full Customer training report detailing the outcomes of the training and the topics covered no later than five (5) business days after the conclusion of training. It is the expectation that a training session will occur for a minimum of one (1) hour and any additional time beyond the first hour of training shall be reported in increments of .5 hours for each training session.

A.6. Service Area. The Contractor shall provide Assistive Technology Services in the designated Service Area. The Contractor shall coordinate Assistive Technology Services with the Rehabilitation Counselor to ensure the timely delivery of goods and services to its Customers. No Assistive Technology Services shall be provided to a Customer until a Referral is provided to the Contractor from the State's Rehabilitation Counselor. The Contractor shall provide Assistive Technology Services at the Customer's location as necessary to meet the needs of the Customer, such as at the Customer's residence, job site, or other location determined by the Customer and located within the Contractor's Service Area.

A.7. Service Coordination and Technical Support.

a. The Contractor shall provide troubleshooting services to Customers remotely, at home, in the workplace, or at a location determined by the Customer. Troubleshooting services include but are not limited to software installation, programming, customizing Assistive Technology, and remediating Assistive Technology incompatibility. The Contractor shall initiate troubleshooting services for Customers no later than one (1) business day after being contacted by a Customer.

b. Service coordination includes all time and labor required to schedule, plan, coordinate, or otherwise administer services under this Contract.

A.8. Delivery and Installation. The Contractor shall provide Assistive Technology Services and Assistive Technology to Customers at their residence, job site, or other location requested by the Customer located within the Service Area. The Contractor shall deliver Assistive Technology and related Assistive Technology Services within the Service Area. The Contractor shall install Assistive Technology for Customers. Installation includes all labor required to assemble, deliver, set-up, install, or otherwise make the Assistive Technology operable. To the greatest extent possible, the Contractor shall complete preliminary installation of all hardware and software prior to delivery to the Customer. In the event the State purchases Assistive Technology for the Customer, the Contractor shall receive the Assistive Technology and hold the item for the Customer. The Contractor shall notify the Rehabilitation Counselor and Customer no later than two (2) business days after receiving the Assistive Technology item, and the Contractor shall deliver the Assistive Technology item to the Customer and provide installation services no later than ten (10) business days after Contractor receives all Assistive Technology items. If the Customer needs training, the Contractor shall request written authorization from the Rehabilitation Counselor to schedule an appointment with the Customer and provide Assistive Technology training in accordance with Section A.5 of this Contract.

A.9. Assistive Technology Inventory. The Contractor shall keep an inventory report of all Assistive Technology. The Contractor shall ensure that the inventory report contains a complete and accurate record of all Assistive Technology on hand on the date the inventory is taken. The Contractor shall keep the inventory report in typed or printed format at its physical office location. Assistive Technology shall be deemed to be "on hand" if the item is in the possession of or under the control of the Contractor, including without limitation items received by the Contractor and held on behalf of a Customer in accordance with Section A.8 of this Contract. The Contractor shall prepare and maintain a separate inventory report for each of its physical office locations. If the Contractor stores Assistive Technology at a location other than the Contractor's physical office location (e.g. storage facility or warehouse), the Assistive Technology must be listed in the inventory of the physical office location that oversees the Assistive Technology or is responsible for the staff member who has them. If the Contractor is serving multiple Service Areas, copies of all complete and accurate inventory reports shall also be kept at the Contractor's main office identified in Section D.2. below.

The Contractor shall take inventory either as of opening of business on the inventory date or as of the close of business on the inventory date, and the Contractor shall indicate on the inventory report which approach the Contractor uses.

a. Initial Inventory Date. The Contractor shall take an inventory of all Assistive Technology on hand at each registered location on the Contract's Effective Date. If the Contractor has no Assistive Technology on hand on the Contract's Effective Date, the Contractor shall record this fact as the initial inventory.

b. Biennial Inventory Date. After the initial inventory is taken, the Contractor shall take a new inventory of all Assistive Technology on hand at least every two (2) years. The Contractor may take biennial inventory on any date which is within two years of the previous biennial inventory date.

A.10. Staff Qualifications.

a. The Contractor shall ensure that all of its employees and subcontractors who provide Assistive Technology Services under this Contract have either an Assistive Technology Professional Certification, an Assistive Technology Certificate from an accredited university program, or Certified Assistive Technology Instructional Specialist for Individuals with Visual Impairments, or meet the requirements established in subsection b below.

b. If the Contractor intends for one of its employees or subcontractors to provide Assistive Technology Services under this Contract but that individual does not possess an Assistive Technology Professional Certification, an Assistive Technology Certificate from an accredited university program, or Certified Assistive Technology Instructional Specialist for Individuals with Visual Impairments, then before that individual performs any Assistive Technology Services

under this Contract, the Contractor shall propose to the State the use of that individual's services and shall provide the State with information demonstrating the individual's qualifications.

The Contractor shall only propose use of individuals with Assistive Technology education or work experience or combination thereof. If the State approves, in writing, the Contractor's proposal to use such an individual, then the Contractor may use such individual in the delivery of Assistive Technology Services under this Contract. The Contractor's proposal to utilize such an individual to perform services under this Contract shall include, at a minimum, the following information:

1. A resume detailing the individual's title, education, current position with the Contractor, and employment history; and

2. Evidence that the individual's education or degrees and work experience qualify the individual to perform Assistive Technology Services. Such degrees, fields of study, and work experience may include, but not be limited to, the following:

   A. Audiology;
   B. Occupational Therapy or Occupational Therapy Assistant;
   C. Physical Therapy or Physical Therapy Assistant;
   D. Speech-Language Pathology;
   E. Information Technology or Computer Science;
   F. Rehabilitation Engineering or Biomedical Science;
   G. Rehabilitation Counseling;
   H. Social Services;
   I. Education/Special Education;
   J. Vision Related Studies; or
   K. Other related fields subject to State approval.

c. In the delivery of Assistive Technology Services under this Contract, the Contractor shall only use qualified employees who have me the requirements in A.10.a. or A.10. b. and:

   1. Have knowledge of anatomy, physiology, disabling conditions and disease processes relevant to the technical aspects of the Assistive Technology and services that they represent or provide; and

   2. Regularly engage in self-guided study and attend courses, seminars, trade shows, and other continuing education activities, with at least ten (10) hours per year of such activities.

d. The Contractor shall maintain documentation of the training and professional development records for all Contractor's employees and subcontractors.

e. No later than thirty (30) days after the Contract's Effective Date, the Contractor shall submit to the State a staff roster with a complete list of the Contractor's employees and subcontractors who will provide services under this Contract. No later than thirty (30) days after any change in the Contractor's service delivery team, the Contractor shall submit to the State an updated staff roster.

A.11. Reporting.

a. The State shall provide the Contractor with templates to use for reporting. The Contractor shall submit detailed service reports to the State with the Contractor's invoices. The Contractor shall ensure each service report includes demographic information about all the individuals served and the services provided. The Contractor shall include, at a minimum, the following information in the service reports:

   1. Name of the Customer receiving services;

2. Customer Case ID;
3. Specific services provided to each Customer;
4. Number of hours of training provided;
5. Number of Assessments and Reports;
6. Number of Delivery and Installations provided;
7. Location of Services;
8. Name of each Contractor employee or subcontractor who provided direct services to the Customer listed on the report; and
9. Service timeframes to include date referral was received, date of assessment, date of report submission, date(s) of training, and date of delivery and installation.

b. If, upon review, the State determines that any report is deficient, the State will return the report to the Contractor and notify the Contractor of the deficiency. No later than five (5) business days after the State provides such notice of a report deficiency, the Contractor shall correct the report and resubmit it to the State.

c. Upon the State's request, the Contractor shall provide ad hoc reports in such form and substance and at such frequency as the State may direct in writing.

A.12. Quarterly Collaboration. The Contractor shall consistently coordinate and communicate with VR. The Contractor shall communicate with the State through various mediums including but not limited to electronic mail, in-person group meetings, telephonic conference calls, virtual meetings and individual meetings. Through communication with the State, the Contractor shall review work outcomes, assess progress, and coordinate efforts.

The Contractor shall schedule a quarterly meeting with representatives from VR during the months of December, March, June, and September to review service delivery, including but not limited to the Contractor's current number of Referrals, ways to increase Referrals, topics for quarterly training sessions, and any other issues related to the timely, efficient delivery of Assistive Technology Services to the Customers. No later than three (3) business days before each such quarterly meeting, the Contractor shall submit to the State a quarterly Assistive Technology Service summary report.

The Contractor shall provide quarterly training to VR employees in coordination with Regional Supervisors and appropriate VR management staff. The Contractor shall ensure that such quarterly training includes types of Assistive Technology and services available and their potential to benefit VR Customers. Upon the State's request, the Contractor shall also include other topics in the quarterly training events such as interactive device demonstrations, specific device usage, case studies, and other topics related to the appropriate, timely, and efficient delivery of Assistive Technology Services.

A.13. Accessibility. The Contractor shall ensure the design of products and devices, delivery of services, and service environments are usable by VR Customers and comply with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., in accordance with Section E.13. of this Contract. The Contractor shall make every effort to ensure that training is accessible to all Customers and shall adapt training, where needed, for individuals with disabilities to meet their needs.

A.14. Background Checks. At no additional cost to the State, throughout the Contract's Term, the Contractor shall comply with the Rules of the Tennessee Department of Human Services Chapter 1240-08-03-.05 Background Checks for Vocational Rehabilitation Employees, Contractors, and Interns, and any written directive the State issues to the Contractor pertaining to background checks.

A.15. 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.16. 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 notice of any Defects, the goods or services shall be deemed to have been accepted by the State.

A.17 Scope Limitation of Sales and Leasing. The Contractor shall not engage in the sale or leasing of Assistive Technology or related equipment to any individual assessed by the Contractor pursuant to this Contract or any other agreement with the Department of Human Services.

A.18. Transition and Mobilization Period.

a. No-Cost Transition Requirement. Contractor shall perform all transition and mobilization activities during the Transition and Mobilization Period at no cost to the State. No invoices shall be submitted, and no payments shall be due or made for work performed under this Section A prior to the Effective Date.

b. Scope of Transition and Mobilization Activities. During the Transition and Mobilization Period, Contractor shall complete actions necessary to achieve readiness for service provision on the Effective Date, including, at a minimum:

1. Staffing Readiness: recruit, hire (or reassign), and train personnel; complete required background checks, credentialing, and orientation consistent with State policy.

2. Program Readiness: finalize policies, procedures, and workflows; develop service delivery plans tailored to all disability types; establish ADA-compliant communication protocols and accessible formats.

3. Infrastructure Readiness: secure facilities and equipment; implement accessible technology; configure data systems and reporting tools; complete network/security setup consistent with Section E.8.

4. Transition Coordination with the State: participate in a State led kickoff meeting which will be held within ten (10) business days of the Effective Date listed in Section B, and State led vendor training which will be held within ten (10) business days of the State led kickoff meeting.

c. State Cooperation. Subject to availability, the State will provide reasonable cooperation, including access to State standards, reporting templates, and applicable policy guidance necessary for the Contractor to complete its Transition and Mobilization Period.

d. No Client Service Delivery During Transition. Contractor shall not deliver Assistive Technology Services prior to the Effective Date.

A.19. Ownership of State Data. All State Data provided to Contractor or to which the Contractor otherwise gains access by operation of this Contract shall remain the sole and exclusive property of the State. The Contractor shall have no ownership rights in State Data and shall use such data solely for the purpose of performing its obligations under this Contract.

A.20. Transition Assistance. Upon expiration or termination of this Contract for any reason, the Contractor shall provide, in good faith and in a professional manner, comprehensive transition assistance to the State or its designated successor vendor to ensure continuity of services and orderly migration of State Data. Transition assistance shall be provided for a period of up to one hundred eighty (180) days, unless otherwise agreed in writing by the parties.

a. The Contractor shall, at no additional cost to the State (except as expressly provided herein), provide all reasonable assistance necessary to migrate State Data to the State or a successor vendor. Such assistance shall include, but is not limited to:

   i. Assisting in the transfer of knowledge regarding non-proprietary processes, systems, procedures, and on-going work;
   ii. Participating in transition meetings and planning sessions as reasonably requested by the State;
   iii. Cooperating with testing, validation, and verification of migrated data, if needed; and
   iv. Providing knowledgeable personnel to respond to technical and operational questions.

b. All State Data shall be provided in a format that is readily usable by the State or successor vendor without the need for proprietary tools or additional licensing fees. The Contractor shall not impose any restrictions what would impede the State's access or use of its data.

c. During the transition period, the Contractor shall maintain existing systems and security controls to ensure uninterrupted access to State Data. The Contractor shall not delete, alter, or degrade any State Data during this transition period without the State's prior written consent.

d. Following successful migration and written confirmation from the State, the Contractor shall return or securely destroy all remaining copies of State Data in its possession or control, including backups, in accordance with applicable State security policies, The Contractor shall provide a written certification of destruction signed by an authorized representative.

e. The obligations set forth in this section shall survive the expiration or termination of this Contract until all State Data has been returned or destroyed in accordance with the terms herein.

A.21. Corrective Action Plan. If the Contractor fails to comply with any requirement established in this Contract, the State may direct the Contractor, in writing, to create a corrective action plan. No later than ten (10) days after the State's notice of deficiency, the Contractor shall submit to the State the corrective action plan detailing the cause for the performance failure, a strategy by which to prevent a similar performance failure in the future, and such other info as the State may require. Upon the State's approval of the corrective action plan, the Contractor shall implement it. Failure to comply with the agreed upon Corrective Action Plan could result in termination in accordance with Section D.5. below.

B. TERM OF CONTRACT:

This Contract shall be effective for the period beginning on October 1, 2026, ("Effective Date") and ending on September 30, 2031, ("Term"). The State shall have no obligation for goods delivered or services provided by the Contractor prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Written Dollar Amount ($Number) ("Maximum Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.

C.2. Compensation Firm. The payment methodology in Section C.3. of this Contract shall constitute the entire compensation due the Contractor for all goods or services provided under this Contract regardless of the difficulty, materials or equipment required. The payment methodology includes all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Contractor.

C.3. Payment Methodology. The Contractor shall be compensated based on the payment methodology for goods or services authorized by the State in a total amount as set forth in Section C.1.

a. The Contractor's compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.

b. The Contractor shall be compensated based upon the following payment methodology: <INSERT PAYMENT METHODOLOGY FOR AWARDED SERVICE AREA(S)>

Service Area 1: Incremental Service Delivery Payments					
Goods and Services Description	**Amount** (per compensable increment)				
	10/01/2026 to 9/30/2027	**10/01/2027 to 9/30/2028**	**10/01/2028 to 9/30/2029**	**10/01/2029 to 9/30/2030**	**10/01/2030 to 9/30/2031**
Assistive Technology Assessment & Assessment Report	$ / EA	$ / EA	$ / EA	$ / EA	$ / EA
Assistive Technology Training	$ / HR	$ / HR	$ / HR	$ / HR	$ / HR
Delivery and Installation	$ / EA	$ / EA	$ / EA	$ / EA	$ / EA
Service Coordination & Technical Support	$ / MO	$ / MO	$ / MO	$ / MO	$ / MO

Service Area 2: Incremental Service Delivery Payments					
Goods and Services Description	**Amount** (per compensable increment)				
	10/01/2026 to 9/30/2027	**10/01/2027 to 9/30/2028**	**10/01/2028 to 9/30/2029**	**10/01/2029 to 9/30/2030**	**10/01/2030 to 9/30/2031**
Assistive Technology Assessment & Assessment Report	$ / EA	$ / EA	$ / EA	$ / EA	$ / EA
Assistive Technology Training	$ / HR	$ / HR	$ / HR	$ / HR	$ / HR
Delivery and Installation	$ / EA	$ / EA	$ / EA	$ / EA	$ / EA
Service Coordination & Technical Support	$ / MO	$ / MO	$ / MO	$ / MO	$ / MO

Service Area 3: Incremental Service Delivery Payments

Goods and Services Description	Amount (per compensable increment)				
	10/01/2026 to 9/30/2027	10/01/2027 to 9/30/2028	10/01/2028 to 9/30/2029	10/01/2029 to 9/30/2030	10/01/2030 to 9/30/2031
Assistive Technology Assessment & Assessment Report	$ / EA	$ / EA	$ / EA	$ / EA	$ / EA
Assistive Technology Training	$ / HR	$ / HR	$ / HR	$ / HR	$ / HR
Delivery and Installation	$ / EA	$ / EA	$ / EA	$ / EA	$ / EA
Service Coordination & Technical Support	$ / MO	$ / MO	$ / MO	$ / MO	$ / MO

Service Area 4: Incremental Service Delivery Payments					
Goods and Services Description	Amount (per compensable increment)				
	10/01/2026 to 9/30/2027	10/01/2027 to 9/30/2028	10/01/2028 to 9/30/2029	10/01/2029 to 9/30/2030	10/01/2030 to 9/30/2031
Assistive Technology Assessment & Assessment Report	$ / EA	$ / EA	$ / EA	$ / EA	$ / EA
Assistive Technology Training	$ / HR	$ / HR	$ / HR	$ / HR	$ / HR
Delivery and Installation	$ / EA	$ / EA	$ / EA	$ / EA	$ / EA
Service Coordination & Technical Support	$ / MO	$ / MO	$ / MO	$ / MO	$ / MO

Service Area 5: Incremental Service Delivery Payments					
Goods or Services Description	Amount (per compensable increment)				
	10/01/2026 to 9/30/2027	10/01/2027 to 9/30/2028	10/01/2028 to 9/30/2029	10/01/2029 to 9/30/2030	10/01/2030 to 9/30/2031
Assistive Technology Assessment & Assessment Report	$ / EA	$ / EA	$ / EA	$ / EA	$ / EA
Assistive Technology Training	$ / HR	$ / HR	$ / HR	$ / HR	$ / HR
Delivery and Installation	$ / EA	$ / EA	$ / EA	$ / EA	$ / EA
Service Coordination & Technical Support	$ / MO	$ / MO	$ / MO	$ / MO	$ / MO

Service Area 6: Incremental Service Delivery Payments					
Goods or Services Description	Amount (per compensable increment)				
	10/01/2026 to 9/30/2027	10/01/2027 to 9/30/2028	10/01/2028 to 9/30/2029	10/01/2029 to 9/30/2030	10/01/2030 to 9/30/2031
Assistive Technology Assessment & Assessment Report	$ / EA	$ / EA	$ / EA	$ / EA	$ / EA
Assistive Technology Training	$ / HR	$ / HR	$ / HR	$ / HR	$ / HR
Delivery and Installation	$ / EA	$ / EA	$ / EA	$ / EA	$ / EA
Service Coordination & Technical Support	$ / MO	$ / MO	$ / MO	$ / MO	$ / MO

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:

Formstack Website Invoice File Submission (Preferred Method):
https://stateoftennessee-cvlyz.formstack.com/forms/at_services_invoice_submission_copy

Department of Human Services
Andrew Johnson Tower, 4th Floor
710 James Robertson Parkway
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: Department of Human Services Division of Rehabilitation Services;
(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. Approval 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:

Kim Lilley, Executive Director
Department of Human Services
Tennessee Technology Access Program
Andrew Johnson Tower, 11th Floor
710 James Robertson Parkway, Nashville, TN 37243
Phone: 615-532-4103
Kim.lilley@tn.gov

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 or suspend this Contract upon written notice to the Contractor. The State's exercise of its right to terminate or suspend 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 or suspends 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 or suspension date but shall not be entitled to compensation for any services performed subsequent to termination date or during a period of suspension. Should the State exercise its right to terminate or suspend 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 by submitting to the State a completed Attestation (accessible through the Edison Supplier Portal) and included at Attachment A, 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. As applicable, 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 Attachment A
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., 3rd floor Central Procurement Office, Nashville, TN 37243 as the certificate holder.** Contractor shall provide the COI ten (10) business days prior to the Effective Date and again thirty (30) calendar days before renewal or replacement of coverage. **Contractor shall provide the State evidence that all subcontractors maintain the required insurance or that subcontractors are included under the Contractor's policy.** At any time, the State may require Contractor to provide a valid COI. The Parties agree that failure to provide evidence of insurance coverage as required is a material breach of this Contract. If Contractor self-insures, then a COI will not be required to prove coverage. Instead Contractor shall provide a certificate of self-insurance or a letter, on Contractor's letterhead, detailing its coverage, policy amounts, and proof of funds to reasonably cover such expenses. The State reserves the right to require complete copies of all required insurance policies, including endorsements required by these specifications, at any time.

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

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

a. Commercial General Liability ("CGL") Insurance

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

    2) 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 workers' compensation and employer's liability insurance in the amounts required by appropriate state statutes.

    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. Professional Liability Insurance

1) Professional liability insurance shall be written on an occurrence basis or on a claims-made basis. If this coverage is written on a claims-made basis, then:

i. The retroactive date must be shown, and must be on or before the earlier of the Effective Date of the Contract or the beginning of Contract work or provision of goods and services;

ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) full years from the date of the final Contract payment; and

iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date on or prior to the Contract Effective Date, the Contractor must purchase "extended reporting" or "tail coverage" for a minimum of five (5) full years from the date of the final Contract payment.

2) Any professional liability insurance policy shall have a limit not less than one million dollars ($1,000,000) per claim and two million dollars ($2,000,000) in the aggregate; and

3) If the Contract involves the provision of services by medical professionals, a policy limit not less than three million ($3,000,000) per claim and three million dollars ($3,000,000) in the aggregate for medical malpractice insurance.

e. Cyber Liability Insurance

1) The Contractor shall maintain cyber liability insurance in an amount not less than two million dollars ($2,000,000) per occurrence or claim and two million dollars ($2,000,000) annual aggregate. Such insurance shall be sufficiently broad to respond to the Contractor's duties and obligations under this Contract, and shall include coverage for 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 two million dollars ($2,000,000) 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.

f. Sexual Abuse and Molestation Insurance

1) The Contractor shall maintain sexual abuse and molestation insurance written on either an occurrence or a claims-made basis. 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.

The State will insert the following if Respondent indicated that it **does not** "currently maintain a Code of Conduct or Employee Policy that address sexual abuse, harassment, or inappropriate conduct with Customers, such as, zero tolerance policy with definitions, physical contact limits, anti-isolation procedures, one-on-one limitations, communication rules, mandatory reporting, and investigation cooperation" in RFP ATTACHMENT 6.2 Technical Response and Evaluation Guide, Technical Qualifications, Experience & Approach, Section C.17.

2) Any sexual abuse and molestation insurance policy shall have a limit not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) in the aggregate.

3) In lieu of this coverage requirement, the Contractor may provide an Educator's Legal Liability (ELL) insurance policy endorsed to provide equivalent coverages as indicated in this provision.

The State will insert the following if Respondent indicated that it **does** "currently maintain a Code of Conduct or Employee Policy that address sexual abuse, harassment, or inappropriate conduct with Customers, such as, zero tolerance policy with definitions, physical contact limits, anti-isolation procedures, one-on-one limitations, communication rules, mandatory reporting, and investigation cooperation" in RFP ATTACHMENT 6.2 Technical Response and Evaluation Guide, Technical Qualifications, Experience & Approach, Section C.17.

2) Any sexual abuse and molestation insurance policy shall have a limit not less than one million dollars ($1,000,000) per occurrence and one million dollars ($1,000,000) in the aggregate.

3) In lieu of this coverage requirement, the Contractor may provide an Educator's Legal Liability (ELL) insurance policy endorsed to provide equivalent coverages as indicated in this provision.

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 the requirements of this Contract and applicable state and federal law. All material, information, and data regardless of form, medium or method of communication, that the Contractor will have access to, acquire, or is provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as "Confidential Information." The State grants the Contractor a limited license to use the Confidential Information but only to perform its obligations under the Contract. 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 under state or federal law or otherwise authorized in writing by the State. Contractor shall take all necessary steps to safeguard the confidentiality of such Confidential Information in conformance with the requirements of this contract and with applicable state and federal law.

As long as the Contractor maintains State Confidential Information, the obligations set forth in this Section shall survive the termination of this Contract.

D.35. Boycott of Israel. The Contractor certifies that it is not currently engaged in, and covenants that it will not, for the duration of the Contract, engage in a Boycott of Israel, as that term is defined in Tenn. Code Ann. § 12-4-119.

D.36. Prohibited Contract Terms. The prohibited contract terms and conditions enumerated in Tenn. Code Ann. § 12-3-515, shall be a material provision of this Contract. The Contractor acknowledges, understands, and agrees that the inclusion of a term or condition prohibited by Tenn. Code Ann. § 12-3-515, shall be null and void and the Contract shall be enforceable as if the Contract did not contain such term or condition.

D.37. Information Technology Security Requirements (State Data, Audit, and Other Requirements).

a. "State Data" is any and all data that can be accessed, processed, generated, including derivative works, stored, or hosted by the Contractor in performance of this Contract." The Contractor shall protect State Data as follows:

(1) The Contractor shall ensure that all State Data is housed in the continental United States, inclusive of backup data. All State Data must remain in the United States, regardless of whether the data is processed, stored, in-transit, or at rest. Access to State Data shall be limited to US-based (onshore) resources only.

All system and application administration must be performed in the continental United States. Configuration or development of software and code is permitted outside of the United States. However, software applications designed, developed, manufactured, or supplied by persons owned or controlled by, or subject to the jurisdiction or direction of, a foreign adversary, which the U.S. Secretary of Commerce acting pursuant to 15 C.F.R. § 7 has defined to include the People's Republic of China, among others are prohibited. Any testing of code outside of the United States must use fake data. A copy of production data may not be transmitted or used outside the United States.

(2) The Contractor shall encrypt State Data at rest and in transit using the current version of Federal Information Processing Standard ("FIPS") 140-2 **or** 140-3 (or current applicable version) validated encryption technologies. The State shall control all access to encryption keys. The Contractor shall provide installation and maintenance support at no cost to the State.

(3) The Contractor shall maintain, obtain, or undergo the following third-party information security certification(s), authorization(s), examination(s), assessments, or audit(s) for both the Contractor and the Contractor's processing environment containing State Data. The Contractor shall ensure that each certification, authorization, examination, or assessment remains current and valid throughout the Term of the Contract.

The State will insert the certification(s), authorization(s), examination(s), assessment(s), or audit(s) that the Respondent indicated it met in RFP ATTACHMENT 6.2 Technical Response and Evaluation Guide, Mandatory Requirements, Section A.9.

i. **ISO/IEC 27001:2022 Certification** – The Contractor and Contractor's processing environment containing State Data shall be currently compliant with the most recent version of the International Organization for Standardization (ISO) and International Electrotechnical Commission (IEC) 27001:2022 standards. Annual surveillance and

recertification audits shall be performed by a certification body accredited by the ANSI-ASQ National Accreditation Board (ANAB);

ii. **FedRAMP Authorization** - The Contractor and Contractor's processing environment containing State Data shall maintain an active Federal Risk and Authorization Management Program (FedRAMP) Moderate or higher Authorization to Operate as issued by a federal agency or the FedRAMP Program Management Office;

iii. **GovRAMP Authorization** - The Contractor and Contractor's processing environment containing State Data shall maintain authorization by the Government Risk and Authorization Management Program (GovRAMP) and undergo an annual audit performed by a GovRAMP-approved Third Party Assessment Organization (3PAO);

iv. **SOC 2 Type II Examination** - The Contractor and Contractor's processing environment containing State Data shall 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 examination that includes the Security, Availability, and Confidentiality Trust Services Criteria;

v. **HITRUST Certification** - The Contractor and Contractor's processing environment containing State Data shall maintain a current HITRUST risk-based 2-year (r2) validated assessment issued under the HITRUST Common Security Framework and performed by an authorized HITRUST External Assessor Organization; or

vi. **NIST Audit** - The Contractor and Contractor's processing environment containing State Data shall undergo an annual independent audit assessing compliance with the privacy and security controls established in the National Institute of Standards and Technology (NIST) Special Publication 800-53. The audit shall be conducted by a qualified independent assessor, which may include a reputable CPA firm, cybersecurity firm, or other organization with demonstrated expertise in assessing NIST control compliance. The audit must evaluate compliance with the security controls defined in the NIST Special Publication 800-53B moderate-impact security control baseline or a higher-impact baseline.

(4) Upon request by the State or the Comptroller of the Treasury, and within thirty (30) days of completion or receipt of any certification, authorization, examination, assessment, or audit required under Contract Section D.37.a.(3) the Contractor shall provide the State or the Comptroller of the Treasury with the following documentation and deliverables. The Contractor shall ensure that all documentation remains current, complete, and accurate throughout the Term of the Contract.

The State shall insert the listed subitems that correlate with the certification(s), authorization(s), examination(s), assessment(s), or audit(s) listed above in Section D.37.a.3. above.

i. **ISO/IEC 27001:2022 Certification**
   1) The ISO/IEC 27001:2022 assessment report in its entirety;
   2) The certification letter issued by the accredited certification body;
   3) The Statement of Applicability (SOA) in its entirety, including specific clauses, control categories, control objectives, and implemented controls;
   4) A written disclosure and rationale for all controls listed as "excluded" in the SOA; and
   5) Evidence that annual surveillance and recertification audits were performed by a certification body accredited by the ANSI-ASQ National Accreditation Board.

ii. **FedRAMP Authorization**
   1) The FedRAMP Authorization Letter (Authorization to Operate);
   2) The System Security Plan in its entirety;
   3) The Security Assessment Plan;

4) The Security Assessment Report in its entirety prepared by the FedRAMP-approved Third-Party Assessment Organization; and
5) The current Plan of Action and Milestones documenting all known control weaknesses and remediation status, which the Contractor shall maintain or cause to maintain in a current and accurate state throughout the term of the Contract.

iii. GovRAMP Authorization

1) The GovRAMP Authorization Letter or equivalent documentation issued by the GovRAMP Program Office;
2) The System Security Plan in its entirety;
3) The Security Assessment Plan;
4) The Security Assessment Report in its entirety prepared by the GovRAMP-approved Third-Party Assessment Organization; and
5) The current Plan of Action and Milestones documenting all known control weaknesses and remediation status, which the Contractor shall maintain or cause to maintain in a current and accurate state throughout the term of the Contract.

iv. SOC 2 Type II Examination

1) The SOC 2 Type II examination report in its entirety;
2) A corrective action plan describing each identified deficiency, planned remediation steps, and anticipated completion dates; and
3) If any SOC examination report for the Contractor or any Subcontractor supporting this Contract includes a modified opinion, meaning the opinion is qualified, adverse, or disclaimed, the Contractor shall notify the State of the modified opinion within thirty (30) days of receipt and provide the Contractor's plan of corrective action.

v. HITRUST Certification

1) The current HITRUST assessment report in its entirety;
2) The HITRUST Certification Letter for the current [r2] Validated Assessment, issued by HITRUST Alliance after validation by an Authorized HITRUST External Assessor Organization, the letter must show assessment type, scope, and certification dates; and
3) A corrective action plan describing each identified deficiency, planned remediation steps, and anticipated completion dates.

vi. NIST Audit

1) The audit report in its entirety;
2) A corrective action plan describing each identified deficiency, planned remediation steps, and anticipated completion dates.

Upon request by the State or the Comptroller of the Treasury, the Contractor shall also provide current Subcontractor certifications, reports, and related deliverables pertaining to services provided under this Contract within thirty (30) days. If any certification, authorization, examination, or assessment required under this Contract for any Subcontractor supporting this Contract lapses, expires, is suspended, or is revoked, the Contractor shall notify the State in writing within five (5) business days of learning of the status change and provide: (i) the effective date and reason; (ii) the services and State Data affected; and (iii) the Contractor's corrective action plan and interim risk mitigations.

No additional funding shall be allocated for these examinations as they are included in the Maximum Liability of this Contract.

(5) The Contractor must annually perform Penetration Tests and Vulnerability Assessments against its Processing Environment per the NIST 800-115 definition. "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. The Contractor shall provide a letter of attestation on its processing environment that penetration tests and vulnerability assessments has been performed on an annual basis and taken corrective action to evaluate and address any findings.

In the event of an unauthorized disclosure or unauthorized access to State Data, the State Strategic Technology Solutions (STS) Security Incident Response Team (SIRT) must be notified and engaged by calling the State Customer Care Center (CCC) at 615-741-1001. Any such event must be reported by the Contractor within twenty-four (24) hours after the unauthorized disclosure has come to the attention of the Contractor.

(6) If a breach has been confirmed a fully un-modified third-party forensics report must be supplied to the State and through the STS SIRT. This report must include indicators of compromise (IOCs) as well as plan of actions for remediation and restoration. Contractor shall take all necessary measures to halt any further Unauthorized Disclosures.

(7) Upon State request, the Contractor shall provide a copy of all State Data it holds. The Contractor shall provide such data on media and in a format determined by the State

(8) Upon termination of this Contract and in consultation with the State, the Contractor shall destroy, and ensure all subcontractors shall destroy, all 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 shall implement and maintain privacy and security controls that follow the guidelines set forth in NIST 800-53, "Security and Privacy Controls for Federal Information Systems and Organizations," as amended from time to time. The Contractor shall meet annually, or as otherwise agreed, with the State to review the implementation of this Section. Upon request from the State or the Comptroller of the Treasury, the Contractor must provide the State or the Comptroller of the Treasury with a System Security Plan that describes how the Contractor implemented privacy and security controls within NIST 800-53.

(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 always fully compatible with current versions of the Operating System and Application to ensure that security vulnerabilities are not introduced.

(4) In the event of drive/media failure, if the drive/media is replaced, it remains with the State and it is the State's responsibility to destroy the drive/media, or the Contractor shall provide written confirmation of the sanitization/destruction of data according to NIST 800-88.

c. Business Continuity Requirements.

The Contractor shall maintain sets of documents, instructions, and procedures that enable the Contractor to respond to accidents, disasters, emergencies, or threats without any stoppage or hindrance to key operations ("Business Continuity Requirements"). Business Continuity Requirements shall include:

(1) Disaster Recovery Capabilities

Disaster Recovery Capabilities refer to the actions the Contractor takes to meet the Recovery Point Objective (RPO) and Recovery Time Objective (RTO) defined below. Disaster Recovery Capabilities shall comply with NIST SP 800-53 Rev. 5, Contingency Planning (CP) controls, (moderate baseline controls) including CP-1 through CP-10, as applicable, and shall ensure continuity of operations for critical systems and services.

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: One (1) hour.

ii. Recovery Time Objective (RTO)

The RTO is defined as the targeted duration of time and service level within which a business process must be restored after a disruption in order to avoid unacceptable consequences: Eight (8) hours.

(2) Disaster Recovery Plan

The Contractor and Subcontractor(s) shall maintain a documented Disaster Recovery Plan aligned with NIST SP 800-53 CP controls (e.g., CP-2: Contingency Plan, CP-4: Contingency Plan Testing, CP-6: Alternate Storage Site). The plan shall include, at minimum:

i. Identification and prioritization of critical systems, applications, and dependencies
ii. Backup and restoration procedures
iii. Roles, responsibilities, and communication protocols
iv. Periodic review and maintenance procedures

The Contractor shall provide a summary of the Disaster Recovery Plan to the State upon request.

(3) Disaster Recovery Testing

The Contractor and Subcontractor(s) shall perform at least one Disaster Recovery Test every 365 days. A Disaster Recovery Test shall verify the effectiveness of restoration procedures executed after a critical IT failure or disruption. Success shall be defined as demonstrating the ability to meet the State's RPO and RTO objectives.

(4) Reporting

The Contractor shall provide written confirmation to the State after each Disaster Recovery Test, verifying that the Contractor's Disaster Recovery Capabilities meet the RPO and RTO requirements.

d. Comptroller Audit Requirements.

Upon reasonable notice and at any reasonable time, the Contractor agrees to allow the Comptroller of the Treasury, or the Comptroller's duly appointed representatives, to perform information technology control audits of the Contractor's information technology hosting and processing environment used by the Contractor to provide services under this Contract. The audit may evaluate whether the Contractor has implemented appropriate privacy and security controls consistent with NIST Special Publication 800-53, including controls generally classified as general controls and application controls. The audit may also assess whether those controls are designed and operating effectively and whether the Contractor is complying with applicable policies, laws, and regulations.

For purposes of this section:

General Controls are policies, procedures, and technical mechanisms that support the overall operation and integrity of information systems and applications, including areas such as access security, change management, system development, backup and recovery, and system maintenance.

Application Controls are the automated or manual controls built into specific applications to ensure the completeness, accuracy, authorization, and validity of data and transactions processed by those applications.

The audit may include, but is not limited to:

1) Review and evaluation of independent assurance deliverables required under Contract Section D.37.a.(4) to determine whether the Contractor's or Subcontractor's control environment and related safeguards are designed and operating effectively;
2) Review of documentation describing the Contractor's information technology control environment, policies, and procedures;
3) Interviews with technical and management personnel responsible for implementing, monitoring, and maintaining information technology controls;
4) Inspection of technical, administrative, or physical controls implemented to protect State Data and support service delivery under this Contract;
5) Review of relevant transaction logs, audit trails, vulnerability scans, or other supporting evidence necessary to verify compliance with applicable control requirements; and
6) Performance of other audit procedures deemed necessary by the Comptroller of the Treasury to verify compliance with applicable federal or state laws, regulations, or policies, or to assess the adequacy and effectiveness of the Contractor's control environment.

The Contractor shall ensure that its Subcontractors cooperate and provide reasonable access to information or personnel necessary for the audit to the extent such information pertains to the services provided under this Contract.

The Contractor must have a process for correcting control deficiencies that were identified in the Comptroller of the Treasury's information technology audit. For any audit issues identified, the Contractor shall submit a corrective action plan to the Comptroller of the Treasury which addresses the actions taken, or to be taken, and the anticipated completion date in response to each of the audit issues and related recommendations of the Comptroller of the Treasury. The corrective action plan shall be provided to the Comptroller of the Treasury upon request from the Comptroller of the Treasury and within 30 days from the issuance of the audit report or communication of the audit issues and recommendations. Upon request from the Comptroller of the Treasury, the Contractor shall provide documentation and evidence that the audit issues were corrected.

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

D.38. State Sponsored Insurance Plan Enrollment. The Contractor warrants that it will not enroll or permit its employees, officials, or employees of subcontractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Contractor unless Contractor first demonstrates to the satisfaction of the Department of Finance and Administration that it and any subcontract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

D.39. Foreign Adversary Company Attestation. The Contractor attests that they are not a "Foreign adversary company" within the meaning of Pub. Ch. 768 (2026) and that the Contractor is not knowingly selling an information and communications technology final product or service within the meaning of Pub. Ch. 768 (2026).

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. 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.

E.3. 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.4. Artificial Intelligence (AI) Use and Compliance Requirements. The Contractor agrees that any product, service, or solution incorporating Artificial Intelligence (AI), including Generative AI (GenAI), procured under this Agreement shall comply fully with the State of Tennessee's Enterprise Artificial Intelligence Policy (Policy 200-POL-007), available at: tn.gov/content/dam/tn/finance/artificial-intelligence/200-POL-007 Enterprise Artificial Intelligence Policy.pdf

The Contractor further agrees to the following:

a. Data Privacy and Security. Contractor shall not use, access, store, transmit, or process any State Data—including but not limited to confidential, privileged, personally identifiable information (PII), protected health information (PHI), Payment Card Industry (PCI) data, criminal justice information (CJIS), federal tax information (FTI), Centers for Medicare & Medicaid Services (CMS) data, Social Security Administration (SSA) data, Family Education Rights & Privacy Act (FERPA) data, or internal communications—through any AI tools or platforms unless:

(1) The AI tool is explicitly approved in writing by the State.

(2) The tool is operated within a secure State-controlled or approved environment.

b. Prohibition on Model Training. Contractor shall not use State Data to train, fine-tune, or otherwise improve AI models, unless expressly authorized in writing by the State and in accordance with Policy No. 200-OL-007.

c. Transparency and Accountability. Contractor shall clearly disclose when AI tools are used in providing services or generating content on behalf of the State. Contractor is responsible or the accuracy, reliability, and appropriateness of all AI-generated outputs.

d. Use of Approved Tools Only. Only State-approved AI platforms, systems, or services may be used in the performance of this contract. Use of public, consumer, or non-State-managed AI platforms (e.g., ChatGPT, Google Gemini, etc.) with State Data is strictly prohibited unless authorized in writing.

e. Ongoing Compliance and Risk Mitigation. Contractor shall ensure continued compliance with evolving State and federal regulations related to AI. The State reserves the right to audit or review AI usage under this Contract at any time.

In the event a State Agency is awarded one or more of the Contracts, this subsection shall be removed from the State Agency's Contract pursuant to Tenn. Comp. R. & Regs. 0690-03-01-.17.

f. Indemnification. Contractor shall further indemnify and hold harmless the State in accordance with the Hold Harmless section of this Agreement for any unauthorized disclosure, misuse, or compromise of State Data resulting from AI-related processing that violates this Contract or State policy.

E.5. Family Educational Rights and Privacy Act & Tennessee Data Accessibility, Transparency and Accountability Act. The Contractor shall comply with the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. 1232(g)) and its accompanying regulations (34 C.F.R. § 99) ("FERPA"). The Contractor warrants that the Contractor is familiar with FERPA requirements and that it will comply with these requirements in the performance of its duties under this Contract. The Contractor agrees to cooperate with the State, as required by FERPA, in the performance of its duties under this Contract. The Contractor agrees to maintain the confidentiality of all education records and student information. The Contractor shall only use such records and information for

the exclusive purpose of performing its duties under this Contract. The obligations set forth in this Section shall survive the termination of this Contract.

The Contractor shall also comply with Tenn. Code Ann. § 49-1-701, *et seq.*, known as the "Data Accessibility, Transparency and Accountability Act," and any accompanying administrative rules or regulations (collectively "DATAA"). The Contractor agrees to maintain the confidentiality of all records containing student and de-identified data, as this term is defined in DATAA, in any databases, to which the State has granted the Contractor access, and to only use such data for the exclusive purpose of performing its duties under this Contract.

Any instances of unauthorized disclosure of data containing personally identifiable information in violation of FERPA or DATAA that come to the attention of the Contractor shall be reported to the State within twenty-four (24) hours. Contractor shall indemnify and hold harmless State, its employees, agents and representatives, from and against any and all claims, liabilities, losses, or causes of action that may arise, accrue, or result to any person or entity that is injured or damaged as a result of Contractor's failure to comply with this section.

E.6. Work Papers Subject to Review. The Contractor shall make all audit, accounting, or financial analysis work papers, notes, and other documentation available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Contract.

E.7. Prohibited Advertising or Marketing. The Contractor shall not suggest or imply in advertising or marketing materials that Contractor's goods or services are endorsed by the State. The restrictions on Contractor advertising or marketing materials under this Section shall survive the termination of this Contract.

E.8. Public Accountability. If the Contractor is subject to Tenn. Code Ann. §§ 8-4-401, *et seq.*, or if this Contract involves the provision of services to citizens by the Contractor on behalf of the State, the Contractor agrees to establish a system through which recipients of services may present grievances about Contractor's operation of the service program. The Contractor shall also display in a prominent place, located near the passageway through which the public enters in order to receive contract-supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating the following:

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

The sign shall be of the form prescribed by the Comptroller of the Treasury. The contracting state agency shall request copies of the sign from the Comptroller of the Treasury and provide signs to contractors.

E.9. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any contract, grant, loan, or cooperative agreement, the

Contractor shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352

E.10. Clean Air Act and Federal Water Pollution Control Act. As a condition for receipt of federal awards, the Contractor agrees to comply with the Clean Air Act, 42 U.S.C. § 7401 *et seq*. and the Federal Water Pollution Control Act, 33 U.S.C § 1251 *et seq.*, as those sections are amended from time to time during the term. Violations must be reported to the U.S. Department of Education, Rehabilitation Services Administration and the Region 4 Office of the Environmental Protection Agency.

E.11. 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.12. Federal Funding Accountability and Transparency Act (FFATA). This Contract requires the Contractor to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Contractor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Contractor provides information to the State as required.

The Contractor shall comply with the following:

a. Reporting of Total Compensation of the Contractor's Executives.

(1) The Contractor shall report the names and total compensation of each of its five most highly compensated executives for the Contractor's preceding completed fiscal year, if in the Contractor's preceding fiscal year it received:

i. 80 percent or more of the Contractor's annual gross revenues from federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
ii. $25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and subawards); and
iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Securities and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

(2) Total compensation means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 C.F.R. § 229.402(c)(2)):

i. Salary and bonus.
ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
v. Above-market earnings on deferred compensation which is not tax qualified.
vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

b. The Contractor must report executive total compensation described above to the State by the end of the month during which this Contract is awarded.

c. If this Contract is amended to extend the Term, the Contractor must submit an executive total compensation report to the State by the end of the month in which the term extension becomes effective.

d. The Contractor will obtain a Unique Entity Identifier (UEI) number and maintain its UEI number for the term of this Contract. More information about obtaining a UEI Number can be found at: the System for Award Management (SAM.gov).

The Contractor's failure to comply with the above requirements is a material breach of this Contract for which the State may terminate this Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Contractor unless and until the Contractor is in full compliance with the above requirements.

E.13. Americans with Disabilities Act. The Contractor must comply with the Americans with Disabilities Act (ADA) of 1990, as amended, including implementing regulations codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities," and any other laws or regulations governing the provision of services to persons with a disability, as applicable. For more information, please visit the ADA website: http://www.ada.gov.

E.14. Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the Grantee should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

E.15. Procurement of Recovered Materials. In the Performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

a. competitively within a timeframe providing for compliance with the contract performance schedule;
b. meeting contract performance requirements; or
c. at a reasonable price.
Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines (CPG) website, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

d. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

The Contractor should, to the greatest extent practicable and consistent with the law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable.

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME:

CONTRACTOR SIGNATURE **DATE**

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF HUMAN SERVICES:

CLARENCE H. CARTER, COMMISSIONER **DATE**

ATTACHMENT A

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	
EDISON VENDOR IDENTIFICATION NUMBER:	

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

CONTRACTOR SIGNATURE

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

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION