



**STATE OF TENNESSEE  
DEPARTMENT OF SAFETY AND HOMELAND SECURITY**

**REQUEST FOR PROPOSALS  
FOR  
COMPUTER AIDED DISPATCH/NEXT GENERATION 9-1-1  
SYSTEM ("THE SYSTEM")**

**RFP # 34901-01140**

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## 1. INTRODUCTION

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

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

### 1.1. Statement of Procurement Purpose

The State is seeking an integrated Computer Aided Dispatch (“CAD”) and Next Generation 9-1-1 (“NG9-1-1”) compliant telephony system for public safety purposes that at all times complies with the State’s *Enterprise Information Technology and Security Policies* and includes all functionalities and requirements as further defined in the *Pro Forma Contract*. The State’s Enterprise Information Security Policies document is found at <https://www.tn.gov/finance/strategic-technology-solutions/strategic-technology-solutions/sts-security-policies.html>.

- 1.1.2. For the proposed contract, the estimated range for the contract is between Ten Million Dollars and Zero cents (\$10,000,000.00) and Twelve Million Dollars and Zero Cents (\$12,000,000.00).

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

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

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

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

### 1.3. Nondiscrimination

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

### 1.4. RFP Communications

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

**RFP # 34901-01140**

- 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:

Mike Bentheimer, Sourcing Account Specialist  
 Central Procurement Office  
 Tennessee Department of General Services  
 WRS Tennessee Tower, 3rd Floor  
 312 Rosa L. Parks Avenue  
 Nashville, TN 37243  
 Telephone #: (615) 532-1922  
 E-mail Address: mike.bentheimer@tn.gov

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

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

Ms. Shannon Geames, Director  
 Learning and Development Division  
 Tennessee Department of Safety and Homeland Security  
 283 Stewarts Ferry Pike  
 Nashville, TN 37214  
 Telephone #: (615) 251-5170  
 E-mail Address: Shannon.Geames@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. It is encouraged for suppliers 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 1.7).
- 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> to the following:  
<https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/supplier-information/request-for-proposals--rfp--opportunities1.html>.

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

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

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

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

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

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

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

The conference will be held at:

<https://tngov.webex.com/tngov/j.php?MTID=m5c30bfda4d26aa67ed7564482840638e>

Meeting Number (access code): 617 678 004

Meeting Password: dEJDaMyB724

Join by phone: +1-415-655-0003

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.

#### 1.7. **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.**

#### 1.8. **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 14, 2020
2. Disability Accommodation Request Deadline	2:00 p.m.	May 19, 2020
3. Pre-response Conference	9:00 a.m.	May 20, 2020
4. Notice of Intent to Respond Deadline	2:00 p.m.	May 27, 2020
5. Written "Questions & Comments" Deadline	2:00 p.m.	June 3, 2020
6. State Response to Written "Questions & Comments"		June 15, 2020
7. Response Deadline	2:00 p.m.	June 22, 2020
8. State Completion of Technical Response Evaluations		July 6, 2020
9. State Schedules Respondent Oral Presentation		July 7, 2020
10. Respondent Oral Presentation	8 a.m. – NOON	July 13 – 15, 2020
11. State Opening & Scoring of Cost Proposals	2:00 p.m.	July 17, 2020
12. Negotiations (Optional)	4:30 p.m.	July 20 – 24, 2020
13. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	July 27, 2020
14. End of Open File Period		August 3, 2020
15. State sends contract to Contractor for signature		August 4, 2020
16. Contractor Signature Deadline	2:00 p.m.	August 18, 2020

2.2. **The State reserves the right, at its sole discretion, to adjust the RFP Schedule of Events as it deems necessary.** Any adjustment of the Schedule of Events shall constitute an RFP amendment, and the State will communicate such to prospective Respondents from whom the State has received a Notice of Intent to Respond (refer to section 1.7).

### 3. RESPONSE REQUIREMENTS

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#### 3.1. Response Form

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

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

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

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

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

- 3.1.2.1. A Respondent must only record the proposed cost exactly as required by the RFP Attachment 6.3., Cost Proposal & Scoring Guide and must NOT record any other rates, amounts, or information.
- 3.1.2.2. The proposed cost shall incorporate ALL costs for services under the contract for the total contract period, including any renewals or extensions.
- 3.1.2.3. A Respondent must sign and date the Cost Proposal.
- 3.1.2.4. A Respondent must submit the Cost Proposal to the State on a separate email or 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 # 34901-01140 TECHNICAL RESPONSE ORIGINAL"**

and TWELVE (12) 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 labeled:

**"RFP # 34901-01140 TECHNICAL RESPONSE COPY"**

The customer references should only be delivered by each reference in accordance with RFP Attachment 6.2, Section B.17.

##### 3.2.2.1.2 Cost Proposal:

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

**"RFP # 34901-01140 COST PROPOSAL ORIGINAL"**

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 both be clearly identified as follows:

**“RFP # 34901-01140 TECHNICAL RESPONSE”**

The customer references should be delivered by each reference in accordance with RFP Attachment 6.2, Section B.17.

3.2.2.2.2 Cost Proposal:

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

**“RFP # 34901-01140 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 original document and digital copies must be placed in a sealed package that is clearly labeled:

**“DO NOT OPEN... RFP # 34901-01140 TECHNICAL RESPONSE FROM [RESPONDENT LEGAL ENTITY NAME]”**

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

**“DO NOT OPEN... RFP # 34901-01140 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 # 34901-01140 SEALED TECHNICAL RESPONSE & SEALED COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]”**

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

Mike Bentheimer, Sourcing Account Specialist  
 Central Procurement Office  
 Tennessee Department of General Services  
 WRS Tennessee Tower, 3rd Floor  
 312 Rosa L. Parks Avenue  
 Nashville, TN 37243  
 Telephone #: (615) 532-1922  
 E-mail Address: Mike.Bentheimer@tn.gov

### 3.3. Response & Respondent Prohibitions

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

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### 4.1. RFP Amendment

The State at its sole discretion may amend this RFP, in writing, at any time prior to contract award. However, prior to any such amendment, the State will consider whether it would negatively impact the ability of potential Respondents to meet the response deadline and revise the RFP Schedule of Events if deemed appropriate. If an RFP amendment is issued, the State will convey it to potential Respondents who submitted a Notice of Intent to Respond (refer to RFP Section 1.7). A response must address the final RFP (including its attachments) as amended.

### 4.2. RFP Cancellation

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

### 4.3. State Right of Rejection

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

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

### 4.4. Assignment & Subcontracting

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

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

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

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

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

### 4.5. Right to Refuse Personnel or Subcontractors

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

#### 4.6. Insurance

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

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

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

#### 4.8. Disclosure of Response Contents

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

#### 4.9. Contract Approval and Contract Payments

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

- 4.9.3. No payment will be obligated or made until the relevant Contract is approved as required by applicable statutes and rules of the State of Tennessee.
- 4.9.3.1. The State shall not be liable for payment of any type associated with the Contract resulting from this RFP (or any amendment thereof) or responsible for any goods delivered or services rendered by the Contractor, even goods delivered or services rendered in good faith and even if the Contractor is orally directed to proceed with the delivery of goods or the rendering of services, if it occurs before the Contract Effective Date or after the Contract Term.
- 4.9.3.2. All payments relating to this procurement will be made in accordance with the Payment Terms and Conditions of the Contract resulting from this RFP (refer to RFP Attachment 6.6., *Pro Forma* Contract, Section C).
- 4.9.3.3. If any provision of the Contract provides direct funding or reimbursement for the competitive purchase of goods or services as a component of contract performance or otherwise provides for the reimbursement of specified, actual costs, the State will employ all reasonable means and will require all such documentation that it deems necessary to ensure that such purchases were competitive and costs were reasonable, necessary, and actual. The Contractor shall provide reasonable assistance and access related to such review. Further, the State shall not remit, as funding or reimbursement pursuant to such provisions, any amounts that it determines do not represent reasonable, necessary, and actual costs.

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

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

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

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

Notwithstanding the above, *pro forma* Contract section A.14. provides for limited service "change orders" without a formal Contract Amendment upon the documented mutual agreement by the Parties.

#### 4.12. **Severability**

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, said decision will not affect the validity of the remaining RFP terms and provisions, and the rights and obligations of the

State and Respondents will be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

4.13. **Next Ranked Respondent**

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

## 5. EVALUATION & CONTRACT AWARD

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### 5.1. Evaluation Categories & Maximum Points

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

EVALUATION CATEGORY	MAXIMUM POINTS POSSIBLE
<b>General Qualifications &amp; Experience</b> (refer to RFP Attachment 6.2., Section B)	<b>5</b>
<b>Technical Qualifications, Experience &amp; Approach</b> (refer to RFP Attachment 6.2., Section C)	<b>35</b>
<b>Oral Presentation</b> (refer to RFP Attachment 6.2., Section D)	<b>30</b>
<b>Cost Proposal</b> (refer to RFP Attachment 6.3.)	<b>30</b>

### 5.2. Evaluation Process

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

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

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

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

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



- c. the State will determine the response to be non-responsive to the RFP and reject it.
- 5.2.1.3. Proposal Evaluation Team members will independently evaluate each Technical Response (that is responsive to the RFP) against the evaluation criteria in this RFP, and will score each in accordance with the RFP Attachment 6.2., Technical Response & Evaluation Guide.
  - 5.2.1.4. For each response evaluated, the Solicitation Coordinator will calculate the average of the Proposal Evaluation Team member scores for RFP Attachment 6.2., Technical Response & Evaluation Guide, and record each average as the response score for the respective Technical Response section.
  - 5.2.1.5. The Solicitation Coordinator will invite the top THREE (3) ranked Respondents to make an oral presentation. The ranking will be determined after the Technical Response score is totaled and ranked (e.g., 1 – the best evaluated ranking, etc.).
    - 5.2.1.5.1. The oral presentations are mandatory. The Solicitation Coordinator will schedule Respondent presentations during the period indicated by the RFP Section 2, Schedule of Events. The Solicitation Coordinator will make every effort to accommodate each Respondent's schedules. When the Respondent presentation schedule has been determined, the Solicitation Coordinator will contact Respondents with the relevant information as indicated by RFP Section 2, Schedule of Events.
    - 5.2.1.5.2. Respondent presentations are only open to the invited Respondent, Proposal Evaluation Team members, the Solicitation Coordinator, and any technical consultants who are selected by the State to provide assistance to the Proposal Evaluation Team.
    - 5.2.1.5.3. Oral presentations provide an opportunity for Respondents to explain and clarify their responses. Respondents must not materially alter their responses and presentations will be limited to addressing the items detailed in RFP Attachment 6.2., Technical Response & Evaluation Guide. Respondent pricing shall not be discussed during oral presentations.
    - 5.2.1.5.4. The State will maintain an accurate record of each Respondent's oral presentation session. The record of the Respondent's oral presentation shall be available for review when the State opens the procurement files for public inspection.
    - 5.2.1.5.5. Proposal Evaluation Team members will independently evaluate each oral presentation in accordance with the RFP Attachment 6.2., Technical Response & Evaluation Guide, Section D.
    - 5.2.1.5.6. The Solicitation Coordinator will calculate and document the average of the Proposal Evaluation Team member scores for RFP Attachment 6.2., Technical Response & Evaluation Guide, Section D, and record that number as the score for Respondent's Technical Response section.
  - 5.2.1.6. Before Cost Proposals are opened, the Proposal Evaluation Team will review the Technical Response Evaluation record and any other available information pertinent to whether or not each Respondent is responsive and responsible. If the Proposal Evaluation Team identifies any Respondent that does not meet the responsive and responsible thresholds such that the team would not recommend the Respondent for Cost Proposal Evaluation and potential contract award, the team members will fully document the determination.

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

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

- 5.3.1 The Solicitation Coordinator will submit the Proposal Evaluation Team determinations and scores to the head of the procuring agency for consideration along with any other relevant information that might be available and pertinent to contract award.
- 5.3.2. The procuring agency head will determine the apparent best-evaluated Response. To effect a contract award to a Respondent other than the one receiving the highest evaluation process score, the head of the procuring agency must provide written justification and obtain the written approval of the Chief Procurement Officer and the Comptroller of the Treasury.
- 5.3.3. The State will issue a Notice of Intent to Award identifying the apparent best-evaluated response and make the RFP files available for public inspection at the time and date specified in the RFP

## Section 2, Schedule of Events.

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

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

**RFP ATTACHMENT 6.1.****RFP # 34901-01140 STATEMENT OF CERTIFICATIONS AND ASSURANCES**

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

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

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

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

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

**SIGNATURE:**

\_\_\_\_\_

**PRINTED NAME & TITLE:**

\_\_\_\_\_

**DATE:**

\_\_\_\_\_

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**RESPONDENT LEGAL ENTITY  
NAME:**

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## RFP ATTACHMENT 6.2. — Section A

## TECHNICAL RESPONSE &amp; EVALUATION GUIDE

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

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

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

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		satisfactory credit score for the Respondent (NOTE: A credit bureau report number without the full report is insufficient and will not be considered responsive.)	
	A.5.	Provide a statement and a list of clients that confirms that the Respondent currently, or has previously, implemented a System that includes the telephony, CAD for Telecommunicators, and CAD for Field Responders in an organization of similar size (minimum of fifty (50) Telecommunicators and eight hundred (800) Field Responders) to the State.	
	A.6.	Provide a statement that confirms the Contractor shall provide a complete System. The System shall include the following: telephony, CAD for Telecommunicators, CAD for Field Responders, CAD for mobile devices, as well as, all associated software and hardware as further defined in <i>Pro Forma</i> Sections A.6. and A.7. The System shall have the capabilities as further described in <i>Pro Forma</i> Section A.7, as well as, meet the requirements of <i>Pro Forma</i> Section A.4.	
	A.7.	Provide a statement and list of clients that confirms that the Respondent currently, or has previously provided, a secure, web-based System hosted by the Contractor on a CJIS compliant government cloud (see <i>Pro Forma</i> Section A.4.a.).	
	A.8.	Provide a statement that confirms the Contractor shall be responsible for maintaining the necessary level of staff prior to and throughout implementation of the project as further described in <i>Pro Forma</i> Section A.11.	
	A.9.	Provide a statement that confirms the Contractor shall offer and support a record management solution that could be added to the System (Computer Aided Dispatch/Next-Generation 9-1-1 System). The State, as its sole discretion, may consider adding this solution in the future via sole source amendment to the resulting contract.	
	A.10.	Provide a statement confirming that Respondent will provide maintenance and support that is conducted in the United States and as described in <i>Pro Forma</i> Section A.15.	
	A.11.	Provide a statement that confirms the Contractor shall agree to “Contractor Hosted Services Confidential Data, Audit, and Other Requirements” as further described in <i>Pro Forma</i> Section E.7.	
	A.12.	Provide a statement that confirms the Contractor shall provide a System that shall adhere to all guidelines set forth by the Criminal Justice Information Services (CJIS) Agency for the State of Tennessee— Tennessee Bureau of Investigation. These guidelines were established by the U.S. Department of Justice, Federal Bureau of Investigation and can be found utilizing the following link: <a href="https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center">https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center</a> . This shall include all data in transit and at rest.	

<b>RESPONDENT LEGAL ENTITY NAME:</b>			
<b>Response Page # (Respondent completes)</b>	<b>Item Ref.</b>	<b>Section A— Mandatory Requirement Items</b>	<b>Pass/Fail</b>
	A.13.	Provide reference(s) confirming that the Respondent has implemented a System that has the ability to generate an SMS message to query advanced location data from a device. Such reference(s) must be written in the form of a standard business letter, signed, and dated within the past three (3) months.	
<i>State Use – Solicitation Coordinator Signature, Printed Name &amp; Date:</i>			



## RFP ATTACHMENT 6.2. — SECTION B

## TECHNICAL RESPONSE &amp; EVALUATION GUIDE

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

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

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

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<p>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.</p> <p>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.</p>
	B.11.	Provide a brief, descriptive statement detailing evidence of the Respondent's ability to deliver the goods or services sought under this RFP (e.g., prior experience, training, certifications, resources, program and quality management systems, etc.).
	B.12.	Provide a narrative description of the proposed project team, its members, and organizational structure along with an organizational chart identifying the key people who will be assigned to deliver the goods or services required by this RFP.
	B.13.	Provide a personnel roster listing the names of key people who the Respondent will assign to meet the Respondent's requirements under this RFP along with the estimated number of hours that each individual will devote to that performance. Follow the personnel roster with a resume for each of the people listed. The resumes must detail the individual's title, education, current position with the Respondent, and employment history.
	B.14.	<p>Provide a statement of whether the Respondent intends to use subcontractors to meet the Respondent's requirements of any contract awarded pursuant to this RFP, and if so, detail:</p> <p>(a) the names of the subcontractors along with the contact person, mailing address, telephone number, and e-mail address for each;</p> <p>(b) a description of the scope and portions of the goods each subcontractor involved in the delivery of goods or performance of the services each subcontractor will perform; <u>and</u></p> <p>(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.</p>
	B.15.	<p>Provide documentation of the Respondent's commitment to diversity as represented by the following:</p> <p>(a) <u>Business Strategy</u>. Provide a description of the Respondent's existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises. Please also include a list of the Respondent's certifications as a diversity business, if applicable.</p> <p>(b) <u>Business Relationships</u>. Provide a listing of the Respondent's current contracts with business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises. Please include the following information:</p> <p>(i) contract description;</p> <p>(ii) contractor name and ownership characteristics (i.e., ethnicity, gender, service-disabled veteran-owned or persons with disabilities);</p> <p>(iii) contractor contact name and telephone number.</p> <p>(c) <u>Estimated Participation</u>. Provide an estimated level of participation by business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities and small business enterprises if a contract is awarded to the Respondent pursuant to this RFP. Please include the following information:</p> <p>(i) a percentage (%) indicating the participation estimate. (Express the estimated participation number as a percentage of the total estimated contract value that will be</p>

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

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

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

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<p>(i) complete the reference questionnaire;</p> <p>(ii) sign and date the completed reference questionnaire;</p> <p>(iii) seal the completed, signed, and dated reference questionnaire within the envelope provided;</p> <p>(iv) sign his or her name in ink across the sealed portion of the envelope; and</p> <p>(v) return the sealed envelope directly to the Respondent (the Respondent may wish to give each reference a deadline, such that the Respondent will be able to collect all required references in time to include them within the sealed Technical Response).</p> <p>(d) <u>Do NOT open the sealed references upon receipt.</u></p> <p>(e) Enclose all <u>sealed</u> reference envelopes within a larger, labeled envelope for inclusion in the Technical Response as required.</p> <p>E-mail:</p> <p>(a) Add the Respondent's name to the standard reference questionnaire at RFP Attachment 6.4. and make a copy for each reference.</p> <p>(b) E-mail the reference with a copy of the standard reference questionnaire.</p> <p>(c) Instruct the reference to:</p> <p>(i) complete the reference questionnaire;</p> <p>(ii) sign and date the completed reference questionnaire;</p> <p>(iii) E-mail the reference directly to the Solicitation Coordinator by the RFQ Technical Response Deadline with the Subject line of the e-mail as "[Respondent Name Reference for RFP REFERENCE]."</p> <p>NOTES:</p> <ul style="list-style-type: none"> <li>▪ The State will not accept late references or references submitted by any means other than the two which are described above, and each reference questionnaire submitted must be completed as required.</li> <li>▪ The State will not review more than the number of required references indicated above.</li> <li>▪ While the State will base its reference check on the contents of the referenced emails 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.</li> <li>▪ The State is under <u>no</u> obligation to clarify any reference information.</li> </ul>
	<b>B.18.</b>	<p>Provide a statement and any relevant details addressing whether the Respondent is any of the following:</p> <p>(a) is presently debarred, suspended, proposed for debarment, or voluntarily excluded from covered transactions by any federal or state department or agency;</p> <p>(b) has within the past three (3) years, been convicted of, or had a civil judgment rendered against the contracting party from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;</p> <p>(c) is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed above; and</p> <p>(d) has within a three (3) year period preceding the contract had one or more public transactions (federal, state, or local) terminated for cause or default.</p>

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

<b>RESPONDENT LEGAL ENTITY NAME:</b>		
<b>Response Page #</b> (Respondent completes)	<b>Item Ref.</b>	<b>Section B— General Qualifications &amp; Experience Items</b>
<b>SCORE (for <u>all</u> Section B—Qualifications &amp; Experience Items above):</b> (maximum possible score = 5)		
<i>State Use – Evaluator Identification:</i>		

## RFP ATTACHMENT 6.2. — SECTION C

## TECHNICAL RESPONSE &amp; EVALUATION GUIDE

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

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

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

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

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	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, accomplish required objectives, and meet the State's project schedule.		1	
<b>Project Management</b>					
	C.3.	Provide a narrative that illustrates how the Respondent will manage the project, ensure completion of the scope of services, and accomplish required objectives within the State's project schedule.		1	
	C.4.	Provide a narrative that describes how the project will be managed to meet the milestones outlined in the phases as further described in <i>Pro Forma</i> Section A.16.		2	
	C.5.	Provide a staffing plan that explains the necessary staff, as well as, roles of these individuals prior to and throughout implementation of the project as further described in <i>Pro Forma</i> Section A.11.		2	
<b>System Architecture and Data Management</b>					
	C.6.	Provide a narrative, and appropriate technical drawings detailing the proposed System architecture. This narrative should include cloud components, as well as, any on premise System components.		2	
	C.7.	Provide a narrative that summarizes the functionalities of the System. The narrative shall include appropriate technical drawings showing how each operates, and how it integrates and interfaces with each of the other functionalities in the entire System (see <i>Pro Forma</i> Section A.7).		4	
	C.8.	Provide a narrative on how the Respondent secures data while in transit and at rest. Please also describe		2	

## 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
		how the security features of the System's authentication mechanism(s) operate.			
	C.9.	Provide a narrative detailing how the Respondent will meet the testing requirements outlined in <i>Pro Forma</i> Section A.10., particularly the System's ability to perform successfully and error free for ten (10) consecutive business days in an environment that fully and accurately simulates a production environment.		2	
<b>Recovery</b>					
	C.10.	Provide a narrative regarding the backup and disaster recovery options for the System and its functionalities.		2	
	C.11.	Provide a narrative of the recovery process upon loss of connectivity.		2	
<b>System Hardware</b>					
	C.12.	Provide a narrative, and appropriate technical drawings, explaining the proposed System Hardware for each individual Telecommunicator Workstation within an ECC, as well as, any other hardware needed for an ECC.		2	
<b>Telephony</b>					
	C.13.	Provide a narrative for the telephony (see <i>Pro Forma</i> Section A.7.a.). The narrative shall detail all general requirements and functionalities.		3	
<b>CAD for Telecommunicators</b>					
	C.14.	Provide a narrative for the CAD for Telecommunicators (see <i>Pro Forma</i> Section A.7.b.). The narrative shall detail all general requirements and functionalities.		3	
<b>CAD for Field Responders</b>					
	C.15.	Provide a narrative for the CAD for Field Responders (see <i>Pro Forma</i> Section A.7.c.). The narrative shall detail all general requirements and functionalities.		3	
<b>CAD for Mobile Applications</b>					
	C.16.	Provide a narrative for the CAD for Mobile Applications (see <i>Pro Forma</i> Section A.7.d.). The narrative shall detail all general requirements and functionalities.		2	
<b>Reporting</b>					
	C.17.	Provide a narrative that describes the reporting tools utilized by the Respondent to produce reports described in <i>Pro Forma</i> Section A.8. The Respondent shall provide examples of these reports produced by these tools.		3	
<b>Additional CAD Core Items</b>					

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

<b>RESPONDENT LEGAL ENTITY NAME:</b>					
<b>Response Page # (Respondent completes)</b>	<b>Item Ref.</b>	<b>Section C— Technical Qualifications, Experience &amp; Approach Items</b>	<b>Item Score</b>	<b>Evaluation Factor</b>	<b>Raw Weighted Score</b>
	<b>C.18.</b>	Provide a narrative that describes how the Respondent shall meet the GIS requirements in <i>Pro Forma</i> Section A.7.b.(1)(v.).		<b>2</b>	
	<b>C.19.</b>	Provide a narrative that describes methodology for maintaining time synchronization for all system functionalities.		<b>2</b>	
<b>Training, Support, and Maintenance</b>					
	<b>C.20.</b>	Provide a narrative of the training offerings, as well as, provide samples of the training materials as further described in <i>Pro Forma</i> Section A.12.		<b>3</b>	
<i>The Solicitation Coordinator will use this sum and the formula below to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.</i>					<b>Total Raw Weighted Score:</b> <i>(sum of Raw Weighted Scores above)</i>
<b>Total Raw Weighted Score</b> <hr/> <b>Maximum Possible Raw Weighted Score</b> <i>(i.e., 5 x the sum of item weights above)</i>			<b>X 35</b> <i>(maximum possible score)</i>	<b>= SCORE:</b>	
<i>State Use – Evaluator Identification:</i>					
<i>State Use – Solicitation Coordinator Signature, Printed Name &amp; Date:</i>					



## RFP ATTACHMENT 6.2.— SECTION D

## TECHNICAL RESPONSE &amp; EVALUATION GUIDE

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

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

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

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

RESPONDENT LEGAL ENTITY NAME:				
Oral Presentation Items		Item Score	Evaluation Factor	Raw Weighted Score
D.1.	Bring a sample of all proposed equipment to show proposed placement within a Telecommunicator's Workspace (see <i>Pro Forma</i> Section A.6.a.(3)), to include all four (4) of the required twenty-four (24") monitors. Additionally, bring a sample of all proposed hardware associated with the System's functionality within the ECC.		2	
D.2.	Demonstrate the following within the proposed System: (1) web-based application; (2) defined role-based configurations; (3) logging and tracking process; and (4) role-based access privileges.		2	
D.3.	Demonstrate incoming call types (i.e., administrative, 9-1-1, etc.) (see <i>Pro Forma</i> Section A.7.a.)		2	
D.4.	Demonstrate instant call playback—utilizing a reasonable work-flow throughout the entire demonstration process—(see <i>Pro Forma</i> Section A.7.a.)		2	
D.5.	Demonstrate the call queue, utilizing automatic call distribution, showing Telecommunicator status options (i.e., ready, break, training)—utilizing a reasonable work-flow throughout the entire demonstration process—(see <i>Pro Forma</i> Section A.7.a.)		3	
D.6.	Demonstrate MMS, SMS and TTY/TDD conversations—utilizing a reasonable work-flow throughout the entire demonstration process—(see <i>Pro Forma</i> Section A.7.a.)		2	
D.7.	Demonstrate the generation of an outbound text to retrieve caller advanced location data—utilizing a reasonable work-flow throughout the entire demonstration process—(see <i>Pro Forma</i> Section A.7.a.)		4	
D.8.	Demonstrate basic telephony functions such as answer, hold, park, transfer, conference, disconnect, etc.—utilizing a		2	

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

RESPONDENT LEGAL ENTITY NAME:			
reasonable work-flow throughout the entire demonstration process—(see <i>Pro Forma</i> Section A.7.a.)			
D.9. Demonstrate rolodex and speed dial capabilities, including, one-button transfers—utilizing a reasonable work-flow throughout the entire demonstration process—(see <i>Pro Forma</i> Section A.7.a.)		2	
D.10. Demonstrate importing of caller data (i.e., ANI/ALI) into a call intake form for the creation of a CAD event—utilizing a reasonable work-flow throughout the entire demonstration process—(see <i>Pro Forma</i> Section A.7.b)		2	
D.11. Demonstrate entry of a verified and unverified address into a CAD event—utilizing a reasonable work-flow throughout the entire demonstration process—(see <i>Pro Forma</i> Section A.7.b)		2	
D.12. Demonstrate various ways to perform CAD functions (i.e., command line, drag and drop, point and click, etc.)		3	
D.13. Demonstrate basic data fields of a CAD event, to include narrative, supplemental data, CAD event type, etc., as part of the creation of a CAD event (see <i>Pro Forma</i> Section A.7.b.)		4	
D.14. Demonstrate the supplemental resource rotation functionalities, to include requesting and tracking of statuses (i.e., en route, cancel, skip, next-up, etc.) (see <i>Pro Forma</i> Section A.7.b.).		2	
D.15. Demonstrate mapping functionalities to include zoom, pinch, pan, measure, etc., as well as, the ability to view CAD events and Field Responders on the map.		2	
D.16. Demonstrate assignment of Field Responder(s) to a CAD event, to include recommend, dispatch, swap, stack, etc. (see <i>Pro Forma</i> Section A.7.b.)		2	
D.17. Demonstrate workflow for a Telecommunicator to create a traffic stop for a Field Responder (see <i>Pro Forma</i> Section A.7.b.)		3	
D.18. Demonstrate workflow for closing out a CAD event to include selecting primary units, returning Field Responders to service, adding disposition codes, and adding comments, supplemental data, etc. after close out (see <i>Pro Forma</i> Section A.7.b.)		2	
D.19. Demonstrate CAD for Field Responder's screen views to include maps, light and dark modes, function and/or short-cut keys, and ability to resize (see <i>Pro Forma</i> Section A.7.c.)		3	

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

RESPONDENT LEGAL ENTITY NAME:			
D.20. Demonstrate the ability for Field Responders to self-initiate CAD events, to include traffic stops, as well as, the ability to add a disposition and close out the CAD event (see <i>Pro Forma</i> Section A.7.c.)		<b>3</b>	
D.21. Demonstrate the view for Field Responder when a Telecommunicator assigns the Field Responder to an event, to include any visual and audible alerts, other CAD events and/or Field Responders in proximity, as well as, the Field Responder's ability to enter their status for the CAD event (see <i>Pro Forma</i> Section A.7.c.)		<b>4</b>	
D.22. Demonstrate routing functionality to include audible and visual turn-by-turn instructions, as well as, different views in the map (i.e., route overview, center view, etc.) (see <i>Pro Forma</i> Section A.7.c.)		<b>2</b>	
D.23. Demonstrate query results from a NCIC inquiry (see <i>Pro Forma</i> Section A.3.c.), as well as, show where the inquiry can be initiated.		<b>3</b>	
D.24. Demonstrate search capabilities to include CAD event narrative, supplemental data fields, premise history, Field Responder history, etc.		<b>2</b>	
D.25. Demonstrate functionalities of CAD for mobile applications on both an IOS and Android operating system (see <i>Pro Forma</i> Section A.7.d.)		<b>3</b>	
<b>Total Raw Weighted Score</b> ( <i>sum of Raw Weighted Scores above</i> ):			
The Solicitation Coordinator will use this sum and the formula below to calculate the score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.			
<b>total raw weighted score</b>		<b>X 30</b>	<b>= SCORE:</b>
<b>maximum possible raw weighted score</b> (i.e., 5 x the sum of item weights above)		<i>(maximum section score)</i>	
<i>State Use – Evaluator Identification:</i>			
<i>State Use – Solicitation Coordinator Signature, Printed Name &amp; Date:</i>			

**RFP ATTACHMENT 6.3.**

**COST PROPOSAL & SCORING GUIDE**

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

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

**NOTICE:** The Evaluation Factor associated with each compensable unit 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 any goods or services from the Contractor in any specific dollar amounts or to request any goods or services 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 this RFP. If the individual signing this Cost Proposal is not the *President* or *Chief Executive Officer*, the Respondent must attach evidence to the Cost Proposal showing the individual’s authority to legally bind the Respondent.

<b>RESPONDENT SIGNATURE:</b>	
<b>PRINTED NAME &amp; TITLE:</b>	
<b>DATE:</b>	

RFP ATTACHMENT 6.2. — SECTION C (continued)

RESPONDENT LEGAL ENTITY NAME:										
Cost Item Description	Proposed Cost							State Use ONLY		
	Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 4	Contract Year 5	Contract Year 6	Contract Year 7	Sum	Evaluation Factor	Evaluation Cost (sum x factor)
System Planning, Configuration, Development, and Implementation Phases (see <i>Pro Forma</i> Section A.16.b thru e.)	\$ / TOTAL								1	
Monthly fee for Telecommunicator Workstation Hardware (see <i>Pro Forma</i> System A.6.a(2)i(a) through A.6.a(2)i(f))	\$ / Workstation per month	\$ / Workstation per month	\$ / Workstation per month	\$ / Workstation per month	\$ / Workstation per month	\$ / Workstation per month	\$ / Workstation per month		600	
Monthly Fee for ECC Hardware (see <i>Pro Forma</i> Section A.6.a.(2)i(g))	\$ / ECC per month	\$ / ECC per month	\$ / ECC per month	\$ / ECC per month	\$ / ECC per month	\$ / ECC per month	\$ / ECC per month		48	
Monthly fee for Individual Telecommunicator Hardware (see <i>Pro Forma</i> System A.6.a(2)i(h))	\$ / UNIT per month	\$ / UNIT per month	\$ / UNIT per month	\$ / UNIT per month	\$ / UNIT per month	\$ / UNIT per month	\$ / UNIT per month		1500	
Annual System Software for Telephony and CAD for Telecommunicators (see <i>ProForma</i> Sections A.7.a. and A.7.b.)	\$ / USER	\$ / USER	\$ / USER	\$ / USER	\$ / USER	\$ / USER	\$ / USER		125	
Annual System Software for CAD for Field Responders (see <i>ProForma</i> Section A.7.c.)	\$ / USER	\$ / USER	\$ / USER	\$ / USER	\$ / USER	\$ / USER	\$ / USER		1,000	

RFP ATTACHMENT 6.2. — SECTION C (continued)

RESPONDENT LEGAL ENTITY NAME:											
Cost Item Description	Proposed Cost							State Use ONLY			
	Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 4	Contract Year 5	Contract Year 6	Contract Year 7	Sum	Evaluation Factor	Evaluation Cost (sum x factor)	
Annual System Software for CAD for Mobile Applications (see ProForma Section A.7.d.)	\$ / USER	\$ / USER	\$ / USER	\$ / USER	\$ / USER	\$ / USER	\$ / USER		50		
Data Storage (see ProForma Sections A.7.a through A.7.c.)	\$ / USER	\$ / USER	\$ / USER	\$ / USER	\$ / USER	\$ / USER	\$ / USER		1,125		
		<b>TOTAL EVALUATION COST AMOUNT</b> (sum of evaluation costs above):									
		The Solicitation Coordinator will use this sum and the formula below to calculate the Cost Proposal Score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.									
		$\frac{\text{lowest evaluation cost amount from all proposals}}{\text{evaluation cost amount being evaluated}}$							$\times 30 \text{ (maximum possible score)}$		= SCORE:
		State Use – Solicitation Coordinator Signature, Printed Name & Date:									

**REFERENCE QUESTIONNAIRE**

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

The Respondent will be solely responsible for obtaining completed reference questionnaires as required (refer to RFP Attachment 6.2., Technical Response & Evaluation Guide, Section B, Item B.17.).

**RFP # 34901-01140 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 Mike Bentheimer, [mike.bentheimer@tn.gov](mailto:mike.bentheimer@tn.gov)

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

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

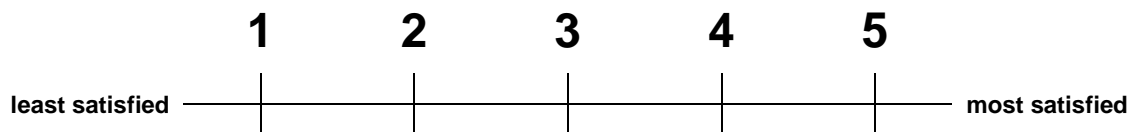
<b>NAME:</b>	
<b>TITLE:</b>	
<b>TELEPHONE #</b>	
<b>E-MAIL ADDRESS:</b>	

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

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

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





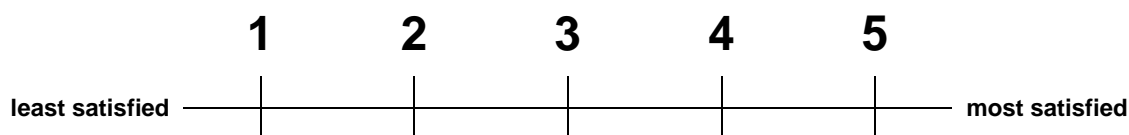
**RFP # 34901-01140 REFERENCE QUESTIONNAIRE — PAGE 2**

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

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

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



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

## RFP # 34901-01140 REFERENCE QUESTIONNAIRE — PAGE 3

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

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

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

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

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

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

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

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

**REFERENCE SIGNATURE:**

(by the individual completing this request for reference information)

---

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

**DATE:**

**SCORE SUMMARY MATRIX**

	<i>RESPONDENT NAME</i>		<i>RESPONDENT NAME</i>		<i>RESPONDENT NAME</i>	
<b>GENERAL QUALIFICATIONS &amp; EXPERIENCE</b> (maximum: 5)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	<b>AVERAGE:</b>		<b>AVERAGE:</b>		<b>AVERAGE:</b>	
<b>TECHNICAL QUALIFICATIONS, EXPERIENCE &amp; APPROACH</b> (maximum: 35)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	<b>AVERAGE:</b>		<b>AVERAGE:</b>		<b>AVERAGE:</b>	
<b>ORAL PRESENTATION</b> (maximum: 30)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	<b>AVERAGE:</b>		<b>AVERAGE:</b>		<b>AVERAGE:</b>	
<b>COST PROPOSAL</b> (maximum: 30)	<b>SCORE:</b>		<b>SCORE:</b>		<b>SCORE:</b>	
<b>TOTAL RESPONSE EVALUATION SCORE:</b> (maximum: 100)						

Solicitation Coordinator Signature, Printed Name & Date:

**RFP # 34901-01140 PRO FORMA CONTRACT**

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



## CONTRACT

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

<b>Begin Date</b>	<b>End Date</b>	<b>Agency Tracking #</b> 34901-01140	<b>Edison Record ID</b>
<b>Contractor Legal Entity Name</b>			<b>Edison Vendor ID</b>

**Goods or Services Caption** (one line only)  
Computer Aided Dispatch/Next Generation 9-1-1 System ("the System")

<b>Contractor</b> <input checked="" type="checkbox"/> Contractor	<b>CFDA #</b>
---	---------------

<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Contract Amount</b>
<b>TOTAL:</b>					

**Contractor Ownership Characteristics:**

- Minority Business Enterprise (MBE):
  - African American  Asian American  Hispanic American  Native American
- Woman Business Enterprise (WBE)
- Tennessee Service Disabled Veteran Enterprise (SDVBE)
- Disabled Owned Business (DSBE)
- Tennessee Small Business Enterprise (SBE): \$10,000,000.00 averaged over a three (3) year period or employs no more than ninety-nine (99) employees.
- Government  Non-Minority/Disadvantaged  Other:

<b>Selection Method &amp; Process Summary</b> (mark the correct response to confirm the associated summary)	
<input checked="" type="checkbox"/> Competitive Selection	The agency utilized the Request for Proposal (RFP) competitive process to select a Contractor.
<input type="checkbox"/> Other	

**Budget Officer Confirmation:** There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

<b>Speed Chart</b> (optional)	<b>Account Code</b> (optional)	
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**CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF SAFETY AND HOMELAND SECURITY  
AND  
CONTRACTOR NAME**

This Contract, by and between the State of Tennessee, **Department of Safety and Homeland Security** ("State") and **Contractor Legal Entity Name** ("Contractor"), is for the provision of Computer Aided Dispatch/Next Generation 9-1-1 System, 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. Account Administrator is an individual who has the ability to configure modules within the System and add and delete End Users as well as manage roles for access to the System.
- b. Active Directory is the State's consolidated list of domain users.
- c. Automated License Plate Readers ("ALPRs") are cameras that use optical character recognition to read vehicle license plates.
- d. "ANI" means automatic number identification.
- e. "ALI" means automatic location identification.
- f. "APCO" means Association of Public Safety Communications Officials.
- g. Automated Secure Alarm Protocol ("ASAP") is a process for sending information from alarm monitoring companies through a secure delivery method directly to a PSAP's or ECC's CAD System.
- h. Automated Vehicle Location ("AVL") is a general term that describes the tracking of vehicles.
- i. Base Map is a background image that provides context for an End User. Information can be added to a Base Map by adding additional layers on top of it.
- j. Computer Aided Dispatch ("CAD") is a computer based system, which aids Telecommunicators and Field Responders by automating dispatching and record keeping activities.
- k. Communication Management Plan is a document that shall define the information and communication needs of State designated personnel, including those who need access to specific System and/or project related information, when information is needed, and how the information shall be provided to the State on a monthly or weekly basis. The Communication Management Plan may include updates to reflect current project status.



- l. Comprehensive Project Management Plan is a formal, approved document that defines how a project is executed, monitored, and controlled.
- m. Configuration Management Plan is a document that shall define the Contractor's approach for version control of all deliverables, including changes to the project's requirements, and other documentation. The plan shall not include the State's infrastructure.
- n. Computer Aided Dispatch/Next Generation 9-1-1 System ("System") is a complete System comprised of hardware and software, and includes the following functionalities:
  - (1) Telephony;
  - (2) Computer Aided Dispatch ("CAD") for Telecommunicators;
  - (3) CAD for Field Responders; and
  - (4) CAD for mobile devices.
- o. Data Management Plan is a document that outlines how data shall be handled during a project, as well as, after a project is completed. The plan takes into consideration data management, metadata generation, data preservation, and analysis before a project begins to ensure that data is well-managed during the project and prepared for preservation in the future.
- p. Emergency Communication Centers ("ECCs") are call centers responsible for answering calls for assistance placed to an emergency telephone number for first responders.
- q. Emergency Services IP Network ("ESInet") is a managed IP network that is used for emergency services communications, and which can be shared by all public safety agencies, which provides the IP transport infrastructure upon which independent application platforms and core services can be deployed, including, but not restricted to, NG9-1-1 services.
- r. End User is any individual authorized to utilize the System, to include a Field Responder, Telecommunicator, or State designated personnel.
- s. Field Responder is an individual performing the essential functions and duties associated with calls for assistance outside of an ECC.
- t. Geographic Information System ("GIS") is a system designed to capture, store, manipulate, analyze, manage, and present spatial or geographic data.
- u. Global Positioning System ("GPS") is a network of satellites that provide a time signal that can be correlated to determine a precise physical location on the planet.
- v. Implementation Plan is a document that shall identify the goals and objects (both short and long-term), list the project tasks, define roles and responsibilities, outline the budget and necessary resources, and list any assumptions related to the project.
- w. Installation Management and Implementation Plan is a document that shall include objectives, timetables, milestones, staffing, and other requirements necessary for the installation of all System Hardware and software.
- x. Issue and Resolution Action Plan is a document that shall document the Contractor's approach for the recording, resolution, management, and electronic storage of reported issues, or Defects, as part of the Contractor's Comprehensive Project Management Plan. The issue log, or equivalent, shall have a minimum of the following fields: issue date,

reported by, issue title, issue description, priority (critical, high, medium, or low), due date, and resolution date.

- y. Master Project Work Plan is a document that shall include all known tasks, duration estimates, and resource loading for the duration of the project, including the critical path time line in order to successfully meet the deliverables' and milestones' expectations. The Master Project Work Plan shall be maintained by the Contractor, with any required assistance from State designated personnel throughout the project.
- z. Multimedia Messaging Service ("MMS") is a standard way to send messages that include multimedia content to and from a mobile phone over a cellular network.
- aa. National Crime Information Center ("NCIC") is an electronic clearinghouse of crime data provided by the Federal Bureau of Investigation that can be accessed by all criminal justice agencies nationwide at any time. Criminal justice agencies enter records into this database, and the database is accessible to law enforcement agencies nationwide.
- bb. "NENA" means National Emergency Number Association.
- cc. Next Generation 9-1-1 ("NG9-1-1") is comprised of ESInet, IP-based software services and applications, databases and data management processes for delivery of a 9-1-1 call request for assistance that are interconnected to public safety answering point ("PSAP") and/or ECC premise equipment. NG9-1-1 provides location-based routing to the appropriate emergency entity; it uses additionally available data elements and business policies to augment emergency call routing. NG9-1-1 delivers geodetic and/or civic location information and the call back number.
- dd. Operations Management Plan is a document that shall include change management process, patch management (if necessary), version control processes that include application software, operating system, database, System server software, System documentation updates, data access documentation, updates, and other related information.
- ee. Project Charter is a statement of the activities, objectives, and participants in a project.
- ff. Project Management Institute ("PMI") is a global nonprofit professional organization for project management.
- gg. "PSAP" means Public Safety Answering Point.
- hh. Quality Management Plan is a document that shall provide guidance for a project management team regarding the execution of quality management and quality assurance activities concerning a project.
- ii. RapidSOS is the emergency technology company that provides a direct data link from connected devices to 9-1-1 and first responders.
- jj. Risk Management Plan is a document that shall define the process to identify, analyze, prioritize, plan, and monitor any type of risks (e.g., security, hardware, resource, etc.) that can negatively impact the overall project timeline up to implementation of the System.
- kk. Short Message Service ("SMS") is a text messaging service component of most telephone, internet, and mobile device systems.
- ll. Spares mean the Contractor provided replacement parts inventory on hand for the life of the Contract.
- mm. "SOPs" mean Standard Operating Procedures.

- nn. Staffing Management Plan is a document that shall identify roles, responsibilities, and availability of all project staff, including subcontractors.
- oo. Steering Committee is a committee made up of State designated personnel that shall decide on the priorities or order of business for the State in conjunction with managing the general course of operations for the State.
- pp. System Administrator is an individual who is responsible for the configuration of the System.
- qq. Support Management Plan is a document that shall clarify how the Contractor shall provide the maintenance and support as further described in section A.9.
- rr. Telecommunicator is an individual performing the functions associated with an ECC (i.e., call taking, dispatching, radio communications, etc.).
- ss. Telecommunicator Workstation shall be comprised of a computer, keyboard, mouse, and monitors.
- tt. "TTY" means teletypewriter.
- uu. "TTD" means telecommunications device for the deaf.
- vv. Tennessee Business Solutions Methodology ("TBSM") is the process that provides the framework that is used by the State for initiating, planning, executing, monitoring, controlling, and closing successful information technology projects.
- ww. Tennessee Integrated Traffic Analysis Network ("TITAN") is a suite of tools developed for the electronic collection, submission, dissemination, and management of all traffic safety related data in Tennessee.
- xx. Test Management Plan is a document that shall detail the testing requirements, which are the activities, schedule, dependencies, risks, and contingencies, assumptions, and assigned resources with roles and responsibilities required to conduct testing. These testing requirements shall be completed during pre- and post-implementation.
- yy. Training Management Plan is a document that shall detail the objectives, requirements, strategy, and tools and techniques that shall be utilized by the Contractor to carry out training prior to and post implementation. The Training Management Plan shall also contain a task responsibility matrix to clarify which training will be conducted by specific Contractor personnel, as well as, track the completion of any required training.

A.3. Contractor Responsibilities. The Contractor shall meet the following requirements:

- a. The Contractor shall provide a secure, web-based System that is accessed securely over the internet, as well as, supporting documentation for the System that shall be fully implemented with all functionalities and interfaces within eighteen (18) months of the Effective Date of this Contract.
- b. The Contractor shall, at all times, ensure and maintain security of the System by taking appropriate measures to include the following:
  - (1) The Contractor shall not allow any direct or indirect access to data to anyone except those individuals designated and approved by the State.
- c. The Contractor shall collaborate with the State and State contracted personnel concerning the configuration, development, and implementation of the Contractor's System as needed to interface with various systems to include the following:

- (1) NCIC;
  - (2) the State's mass notification systems for the purpose of sending automatic notifications to State designated personnel;
  - (3) RapidSOS for the purpose of displaying caller location;
  - (4) the State's employee management and scheduling system for the purpose of automatically rostering Field Responders within the System;
  - (5) the State's ALPR system for the purpose of automatically generating a CAD event based on an ALPR notification;
  - (6) Recording and quality assurance system for the purpose of capturing voice and telephony data, screen capture, and radio recording;
  - (7) TITAN for the purposes of populating data from a CAD event into a crash report or eCitation; and
  - (8) The State's in-car and body-worn camera systems for the purpose of allowing video(s) to automatically be categorized based on a CAD event.
- d. The Contractor shall provide a training/testing environment that mirrors the State's implementation of the System in the production environment.

#### A.4. System Requirements.

- a. The Contractor's System must be a secure, web-based System hosted by the Contractor on a CJIS compliant, State-approved government cloud. The System shall adhere to the most recent CJIS Security Policy set forth by the CJIS Agency for Tennessee, the Tennessee Bureau of Investigation.
- b. The System shall be available 99.999% of the time calculated on a twenty-four (24) hours a day, seven (7) days a week basis. This System availability shall not include scheduled maintenance and upgrades.
- c. The System shall at all times comply with the State's Enterprise Information Technology and Security Policies (<https://www.tn.gov/finance/strategic-technology-solutions/strategic-technology-solutions/sts-security-policies.html>).
- d. The System shall meet applicable industry standards and regulation including:
  - (1) Federal Communications Commission rules and regulations;
  - (2) NENA/APCO NG 9-1-1 Public Safety Answering Point Requirements (REQ – 001.1.2 – 2018); and
  - (3) NENA Detailed Functional and Interface Standard for the NENA i3 Solution (NENA – STA – 010.2 – 2016).
- e. The System shall have a scalable and configurable architecture designed to allow for incremental changes in capacity and functionality.
- f. The System shall have the ability to receive, process, and import additional information (i.e. text, data, multimedia, etc.) and attach the additional information to a CAD event.
- g. The System shall be configurable by the State for role-based workflow.

- h. The System shall support role-based access privileges that are definable by the State, including limiting access to CJIS data to only authorized personnel.
- i. The System shall allow State designated personnel to manage and configure users, roles, equipment, and attributes (i.e., skillsets, equipment associated with a Field Responder, certifications associated with a Field Responder, etc.).
- j. The System shall integrate with the State's Active Directory for user account management.
- k. The System shall track and log all activities by creating a System-wide synchronized date and timestamp of all transactions (add, change, delete, and view). The System shall also log, at a minimum, the user account of the person originating the transaction.
- l. The Contractor shall work with the State as needed for the migration of existing and/or historical data in a PDF format, such that this data can be accessed by the System.
- m. The System shall consume data scanned from a 1D and 2D barcode reader to import the data into the CAD event.
- n. The System shall configure function and short-cut keys utilizing parameters defined by the State.
- o. The State shall consume data from the State's designated GPS devices for the purposes of AVL.
- p. The State shall be informed of any upgrades to the System at least seven (7) business days prior to the release of any upgrades, with the exception of critical bug fixes.
- q. The System shall support a retention period in accordance with federal guidelines (47 Code of Federal Regulations § 64, Subpart AA), wherein all data shall be maintained on-line and available for review and reporting.
- r. The System shall connect to the Tennessee ESInet for 9-1-1 call processing.
- s. .

A.5. System Architecture.

- a. The Contractor shall provide a technical data flow diagram of the System to the State within thirty (30) calendar days of completing the final, approved Comprehensive Project Management Plan.
- b. The System shall use industry standard protocols for time synchronization to ensure all devices and records are operating in sync.

A.6. Hardware, Software, and Network Requirements.

a. Hardware Requirements.

- (1) Responsibility for Telecommunicator Hardware. The State shall be responsible for providing the Telecommunicator Workstations utilized by State designated personnel onsite at the State's facilities. The State reserves the right to add, change, reconfigure, consolidate, or eliminate hardware at any time to meet the best interests of the State;
- (2) Responsibility for System Hardware. With the exception of Telecommunicator Workstations, the Contractor shall be responsible for providing all System

Hardware, as defined below in A.6.a.(2)i.. All System Hardware shall fit within existing Telecommunicator work space at each ECC. System Hardware shall include everything needed for any mounting of hardware, cables, power supplies, and peripherals for all ECCs. All Contractor-provided hardware shall meet or exceed Americans with Disabilities Act requirements. No finance leases, rent-to-own leases, any lease agreement involving a financial institution, or agreement structured as a loan shall be allowed under this Contract. No separate additional lease agreements, click wrap agreements or posting of terms and conditions on the Internet by Contractor may be required by Contractor and shall be null and void.

- i. System Hardware shall be compatible with the State's, existing sit-to-stand furniture, and at a minimum include the following:
  - (a) Four (4) twenty-four inch (24") monitors.
  - (b) Backup physical IP telephones for each Telecommunicator workspace, that supports essential functions of the Solution in the event of the failure of a Telecommunicator Workstation (i.e., rendering the Telecommunicator Workstation inoperable to include, but not limited to, failure of the PC, monitor, keyboard or mouse, or the telephony).
  - (c) Keyboard video mouse ("KVM") switch to support the Telecommunicator Workstation, the System, and the State's radio console;
  - (d) Genovation USB multimedia keyboard with programmable buttons and configurable button sizes;
  - (e) Cordless push to talk ("PTT") headset adaptor and charging base that connects to the Telecommunicator's workspace through a PJ7 connector;
  - (f) Pair of audio speakers; and
  - (g) Ability to receive and process ANI/ALI for display to the Telecommunicator, as well as, distribution to CAD.
  - (h) Monaural headset that is compatible with the State's radio console, without the requirement for manual switching between the radio and telephone call, and features the following:
    - (i) Ear loop, headband, and neckband options that are universal for either ear and shall not be shared between Telecommunicators;
    - (ii) Quick-disconnect feature;
    - (iii) Ability to mute the telephony when transmitting on the radio console; and
    - (iv) ambient noise-reducing microphone;
- ii. Post Implementation of ECC Hardware Requirements. The State may require the Contractor to install or move hardware to support changes in ECC configurations or changes in ECC locations. The State shall provide a minimum of three (3) business days' notice to the Contractor that an ECC will require a change in the quantity or location of hardware. The

Contractor shall meet the following requirements:

- (a) Coordinate with State designated personnel;
  - (b) Perform all work to move and install the hardware according to the schedule specified by the State;
  - (c) Perform all on-site installation activities at hours determined by the State; and
  - (d) Remove and dispose of any debris associated with the move and installation of all hardware.
- (3) Workspace Requirements. Each workspace within an ECC shall be comprised of individual Telecommunicator Workstations, Contractor provided System Hardware, and the State's radio console.
- (4) Server Infrastructure. The Contractor shall be responsible for providing the virtual infrastructure, and if needed, the physical server infrastructure to support the required ECC Telecommunicator functionalities.
- b. Software Requirements.
- (1) Browser Based Applications: Browser-based applications shall be able to operate on State approved web browsers, and support all subsequent versions.
- c. Network Requirements.
- (1) The State shall provide network resources used by the System. The Contractor shall work with the State to utilize network resources sufficient to meet the business need without causing other State systems to malfunction due to insufficient network resources.

A.7. System Functionality. The Contractor shall provide a System that includes the following functionalities:

- a. Telephony. The Contractor shall provide telephony software and/or hardware that allows for the processing of requests for assistance and conform to the following:
  - (1) General Requirements. The following general requirements shall be met:
    - i. Shall meet all requirements for connection to the Tennessee ESInet;
    - ii. Accept and route Next Generation 9-1-1 ("NG9-1-1") calls (e.g., wire-line, wireless and fixed VoIP) delivered by the Tennessee ESInet using NENA i3 standard SIP signaling;
    - iii. Receive and process all different call types (\*THP, administrative, etc.);
    - iv. Differentiate between different call types (i.e., administrative, \*THP, 9-1-1 transfers, etc.) and present the information to the Telecommunicator in the call queues; and
    - v. Create and produce reports in accordance with Section A.8.
  - (2) Functionalities. The following functionalities shall be met:

- i. Provide an automatic call distribution with multiple call queues for different call types (i.e., 9-1-1 transfers, \*THP, administrative calls, etc.) and call routing that shall conform to the following:
  - (a) Provide redirection on no answer (“RONA”);
  - (b) Provide ability to configure RONA within and between the State’s ECCs based on the call queues;
  - (c) Provide multiple and configurable user status codes (i.e., ready, on call, training, dispatch, etc.);
  - (d) Ability to automatically notify all Telecommunicators of abandoned 9-1-1 calls;
  - (e) Ability for all Telecommunicators logged into the System to process abandoned 9-1-1 calls;
  - (f) Provide a caller with an automated announcement, or another call status indicator, if an incoming call is not immediately answered within a timeframe determined by the State; and
  - (g) Call queues shall be role-based and rights-based according to the State designated personnel's job role;
- ii. Provide the capability for Telecommunicators to manually answer calls from the call queue;
- iii. Provide the capability for Telecommunicators to answer, conference, transfer, blind transfer, hold, park, and force disconnect calls;
- iv. Any State designated personnel, logged into the System, shall have the ability to pick up parked calls;
- v. Provide configuration capabilities for transfer settings based on the call type (i.e., 9-1-1, \*THP, etc.);
- vi. Provide one-button transfers of 9-1-1 calls and texts (if available) to other PSAPs and ECCs without putting the caller on hold or otherwise muting incoming audio. Transfers of this nature shall not disconnect the caller if the transferring Telecommunicator disconnects;
- vii. Provide one-button call back by selecting a number from the call history;
- viii. Supervisor or role-based functions shall include the following:
  - (a) Ability to monitor a Telecommunicator’s call without alerting the Telecommunicator;
  - (b) Ability to interrupt or take over an in-progress call; and
  - (c) bility to join a Telecommunicator’s call while in-progress without alerting the caller and maintaining the ability to communicate with the Telecommunicator for coaching purposes;
- ix. ANI/ALI features that shall meet the following requirements:



- (a) Ability to configure automatic and manual location information updates from the ALI, without overriding any Telecommunicator initiated changes;
  - (b) Display ALI data in a consistent format, regardless of ALI provider;
  - (c) Send stored (cached) ALI information in response to subsequent queries for the same information providing faster ALI display on Telecommunicator Workstations in the event the call is transferred to another System workstation or placed into conference;
  - (d) Display, or have access to, historical call information to include a minimum of the user history, and history based upon ANI 10-digit telephone number, based on a configurable timeframe or number of records returned;
  - (e) Query historical call information based on parameters determined by the State; and
  - (f) Export caller data manually into CAD event form upon command by the Telecommunicator;
- x. Instant recall playback features that meet the following requirements:
- (a) A minimum of fast-forward, reverse, pause, and save capabilities;
  - (b) Allows access to recordings based on user rights for a defined period of time no less than twenty-four (24) hours; and
  - (c) Ability to playback over monaural headsets and audio speakers;
- xi. Rolodex features that shall meet the following requirements System-wide, filtered by ECC:
- (a) Import all current contacts;
  - (b) Maintain System-wide contact list, as well as, filter the contacts by ECC and Telecommunicator;
  - (c) Search contacts;
  - (d) Sort contacts by type or category; and
  - (e) Click to call from the contact list;
- xii. Speed Dial features that shall meet the following requirements System-wide, filtered by ECC:
- (a) Program one-button speed dial 9-1-1 transfers to other PSAPS and ECCs;
  - (b) Program speed dial contacts;
  - (c) Sort the speed dial contacts by type or category; and
  - (d) Search the speed dial contacts;

- xiii. Receive TTY/TTD calls;
  - xiv. Send and receive simultaneous SMS and/or MMS messages;
  - xv. Generate an SMS message to query advanced location data from a device; and
  - xvi. Manage phone calls from map layers as calls are presented, or plotted, on the map layers.
- b. Computer Aided Dispatch (“CAD”) for Telecommunicators. The Contractor shall provide hardware and/or software that allows for the processing of requests for assistance and conform to the following:
- (1) General Requirements. The following general requirements shall be met:
    - i. Have the ability to track and log all activities;
    - ii. Shall provide System-wide search for State designated personnel;
    - iii. Meet the following Geographic Information System (“GIS”) requirements:
      - (a) Provide a current Base Map;
      - (b) Provide current routable data layer;
      - (c) Ingest State GIS data layers provided by the strategic technology services (“STS”)-GIS services through an environmental systems research institute (“ESRI”) representational state transfer (“REST”) endpoint, and aerial image services through a web map tile service (“WMTS”);
      - (d) Provide aerial imagery; and
      - (e) Update all State provided and Contractor provided GIS data layers a minimum of two (2) times each year of the Contract at times determined by the State;
    - iv. Create and produce reports in accordance with Section A.8.;
    - v. Ability to configure for multiple types of public safety agencies (i.e., overlapping or multiple jurisdictions);
    - vi. Allow multiple End Users to work on the same CAD event simultaneously;
    - vii. Ability to cut, copy, paste, and print, as well as, the ability to utilize keyboard functions to cut, copy, paste, and print;
    - viii. Ability to configure individual Telecommunicator screen layouts within CAD. Telecommunicators shall have the ability to save their individual configurations;
    - ix. The CAD shall be fully integrated with the Telephony for the automatic import of ANI/ALI and all associated caller data to automatically populate a CAD event;

- x. The CAD shall allow for the importing of SMS and MMS messaging, as well as, TTY/TTD conversations into a CAD event; and
- xi. Prohibit the ability to delete a CAD event;

(2) Functionalities. The following functionalities shall be met:

- i. A new CAD event shall have the ability to be initiated with minimum required data fields defined by the State (i.e., address/call type, etc.);
- ii. Upon entry, CAD event shall be available immediately to all End Users;
- iii. As information is updated within CAD by Telecommunicators, a visual or audio notification shall occur for the Telecommunicator or Field Responder handling the CAD event;
- iv. Calls for assistance, or a CAD event creation, shall include the following:
  - (a) 9-1-1 calls, upon being answered, shall automatically populate the CAD event entry window with all known data;
  - (b) Caller ID, or other data (i.e., MMS or SMS data, etc.) sent by or requested from the caller can be automatically and manually imported into the CAD event entry window;
  - (c) State-defined standard operating procedures and call protocols can be automatically and manually displayed based on CAD event type;
  - (d) Ability to define and configure CAD event types and defined associated priorities, SOPs, and protocols;
  - (e) Automatic notification for potential duplicate CAD events;
  - (f) Ability to create premise hazards and notes associated with a location by address, cross street, or latitude/longitude;
  - (g) Ability to create a CAD event from an Automated Secure Alarm Protocol, or (“ASAP to “PSAP”);
  - (h) Upon CAD event creation, the Telecommunicator can choose to duplicate, link, or append CAD events;
  - (i) Ability to enter an unverified or invalidated address;
  - (j) Ability to suggest match to auto-populate an address, when an End User begins typing the CAD event address;
  - (k) Ability to define CAD event disposition codes, as well as, assign multiple disposition codes to the same CAD event;
  - (l) Ability to define CAD event classification and priority;
  - (m) Ability to enter supplemental data (i.e., person, vehicle, property, etc.) and label the supplemental data (i.e., victim, suspect, etc.);
  - (n) Ability to associate supplemental data to each other (i.e., “Person 1 in Vehicle 1”, Person 2 in Vehicle 1, etc.);

- (o) Visual notification of previous call history at a location;
  - (p) Visual notification of supplemental data from a previous CAD event; and
  - (q) Ability to route notifications and CAD event updates based on roles;
- v. Field Responder management functionalities performed by the Telecommunicator shall include the following:
- (a) Ability to recognize response gaps in defined geographical areas, and provide automatic notification to the Telecommunicator to manually move up or fill-in where needed;
  - (b) Ability to staff a Field Responder to a piece of equipment or vehicle;
  - (c) For informational purposes, the ability to link equipment or capabilities to Field Responders' attributes;
  - (d) For informational purposes, the ability to link multiple Field Responders to a piece of equipment or vehicle;
  - (e) Ability to group Field Responders into a task force or strike team, as well as, track those Field Responders as a group or individually;
  - (f) Ability to notify the Telecommunicator when a Field Responder becomes available in closer proximity to a dispatched CAD event, giving the Telecommunicator the option to re-assign to the closer Field Responder;
  - (g) Ability to assign Field Responders using drag-and-drop, point-and-click, drop-down, and command line;
  - (h) Ability to dispatch Field Responders displayed on the map to a CAD event;
  - (i) Ability to cancel, swap, or change primary Field Responders;
  - (j) The ability for a Telecommunicator to roster a Field Responder or the ability for Field Responder to roster themselves;
  - (k) The ability for a Telecommunicator to capture mileage for a Field Responder and the ability for a field responder to self-report mileage;
  - (l) Requiring of mileage entry based on parameters defined by the State; and
  - (m) Ability to assign multiple disposition codes to a CAD event;
- vi. Messaging to include the following:
- (a) Ability for messaging between End Users;
  - (b) Ability to create message groups;

- (c) Ability to create “canned” messages for selection and distribution to other End Users;
- (d) Ability to remove selected messages—individually or grouped—from the End User’s view;
- vii. Ability to automatically convert pre-defined industry abbreviations (i.e., “LSW” means last seen wearing; “DOT” means direction of travel, or “NB” means northbound, etc. ) into a full description and save it into the narrative of a CAD event;
- viii. Mapping to include the following:
  - (a) Ability of a minimum of the following: centering, zooming in and out, panning, pointing, scrolling, area viewing, clearing, fitting, and resetting to full view;
  - (b) Ability to focus and follow a Field Responder in a separate map view;
  - (c) Ability to measure distance utilizing standard or metric parameters;
  - (d) Ability to configure layer visibility at different zoom levels;
  - (e) Ability for End Users to select or deselect mapping layers, as well as, save preferences as a part of the End Users’ profile;
  - (f) Ability to search and view GPS location by X/Y coordinates, degrees/ minutes/seconds, and decimal degrees. The System shall be able to translate these parameters from one to another;
  - (g) Ability to display the map on a separate monitor for Telecommunicators and a pop-out window for Field Responders;
  - (h) Ability to display CAD events and Field Responders availability or assignment to CAD events. While displayed, the map shall have the ability to appropriately resize icons at different zoom levels
  - (i) Ability to group and indicate a cluster of Field Responders and/or CAD events as a single icon. End Users shall have the ability to select or view individual Field Responders or CAD events within the cluster;
  - (j) Ability to visually distinguish AVL status of Field Responders and view last known location of Field Responder if AVL is turned off;
  - (k) Routing to include the following requirements:
    - (i) Ability to provide visual turn-by-turn routing instructions to the Telecommunicator, as well as, audible and visual text turn-by-turn routing instructions to the Field Responder;
    - (ii) Ability to supplement turn-by turn routing instructions based on the shortest and fastest routes beginning and ending address locations, with regard to environmental

factors such as time of day, weather conditions, train schedules, and road/bridge blockages;

- (iii) Ability to provide consistent route re-evaluation, and visually present alternate routes based on estimated drive time without interfering with current route; and
- (iv) Ability to account for one-way roads, highway overpasses, and other considerations that impact safety;
- (l) Ability to choose to display uncertainty and query location confidence by carrier;
- (m) Ability to distinguish—on a map—between the RapidSOS location and the X/Y coordinates associated with the ALI;
- (n) Geo-fencing to include the following:
  - (i) Ability to create geo-fencing tools that allow the use of polygons, circles, ellipses, and rectangles;
  - (ii) Ability to generate audible and visual alerts for Field Responders and Telecommunicators; and
  - (iii) Ability to create multiple geo-fences and give them distinct names and visual distinctions;
- ix. CAD event management shall include the following:
  - (a) Ability to quickly navigate to the updated CAD event upon notification of an update;
  - (b) Ability to display updated CAD event data, with the newest information displayed in differently formatted text (e.g. color, font, formatting, such as bold, italics);
  - (c) Ability to attach additional callers to the same CAD event, as well as, capture associated data in supplemental caller fields;
  - (d) Ability to attach supplemental data (i.e., vehicle, Field Responders, property, etc.) to a CAD event;
  - (e) Ability to update CAD event data—prior to and after the close of the event—to include a minimum of the following:
    - (i) Additional comments;
    - (ii) Disposition codes;
    - (iii) Supplemental data (i.e., person, vehicle, property, etc.); and
    - (iv) Event type;
  - (f) Ability for End Users to sort comments by preference in chronological order and in reverse chronological order;
  - (g) Ability to search CAD event comments;

- (h) Ability to filter System-created comments to remove from view within the CAD event;
  - (i) Providing controls when two or more CAD users attempt to update the same field in the same event simultaneously, while still allowing simultaneous entry of comments;
  - (j) Ability to assign or stack multiple CAD events to a single Field Responder based on State defined parameters;
  - (k) Notifying an End User—who is entering data in a CAD event—if another End User closes the CAD event;
  - (l) Ability to reopen a CAD event and track changes associated with updates to the CAD event;
  - (m) Ability to enter custom-named destination locations in a free-form field (i.e., jail, headquarters, hospitals, etc.);
  - (n) Ability to assign a Field Responder to a secondary CAD location that has been verified in the System that differs from the primary location in the CAD event; and
  - (o) Ability to configure multiple timers based on Field Responder status and CAD event type, based on parameters defined by the State.
- x. Ability to schedule CAD events for future dispatch;
- xi. Automatic notifications to include the following:
- (a) Ability to define the rules and recipients for automatic CAD event notifications;
  - (b) Ability to maintain a log of all notifications; and
  - (c) Automatic notification of failed sent notifications;
- xii. Ability to be operated via a command line entry, mouse and keyboard, or both;
- xiii. Ability to define unit status transitions according to State defined parameters;
- xiv. Facilitated event management functionalities shall include the following:
- (a) Ability to assign by type, capability, equipment, personnel capabilities, AVL, groups, and premise-based response plans—all which can be adjusted based on intervals or other parameters determined by the State; and
  - (b) Ability to configure response plans and levels, as well as, provide Telecommunicator(s) with an alert when dispatch parameters are not met (i.e., two (2) Field Responders should be sent when only one (1) has been dispatched);
- xv. Mutual and automatic aid functionalities to include the following:

- (a) The ability to incorporate business rules for various levels of response, mutual aid, and back up for other jurisdictions; and
  - (b) The ability to dynamically create a Field Responder for the purpose of incident tracking when assisting other agencies as either the primary response or assisting response;
- xvi. The ability to rotate workload distribution to Field Responders based on parameters defined by the State;
- xvii. Ability for conditional availability of equipment or apparatus based on parameters defined by the State;
- xviii. Ability to define special dispatch area types to CAD geofile addresses, intersections, etc. to allow a non-standard response applicable only during intervals as defined by the State;
- xix. Ability to provide triage CAD events functionalities to include the following:
  - (a) Automated prompts to the Telecommunicator for providing pre-arrival instructions, referencing SOPs, and protocols; and
  - (b) Ability to make changes in response recommendations based on the parameters defined by the State;
- xx. Ability to indicate via a drop-down menu, radio channel or talk group designations for a CAD event, as well as, tie the radio channel or talk group designations to default jurisdictions. The System shall also provide notifications that radio channels or talk group designations are currently assigned;
- xxi. Ability to provide be on the lookout (“BOLO”) functionalities to include the following:
  - (a) Create and distribute any BOLO entered into the System; and
  - (b) Search, print, email, and broadcast BOLOs;
- xxii. Ability to assign unique number sequences for CAD events and agency-specific case numbering;
- xxiii. Ability to generate an automatic notification based upon State defined triggers (i.e., creation of certain CAD event types, upon dispatch, upon assignment of disposition codes, etc.);
- xxiv. Ability to take a “snapshot” of current Field Responders’ locations, CAD event and locations displayed on the map. This snapshot shall be able to be saved as a file and emailed;
- xxv. Supplemental resource requesting and tracking to include the following:
  - (a) Ability to create and maintain service provider information, to include the State approved Contractor’s name, address, contact phone numbers, and quantity of each class of service that is on rotation with the State;
  - (b) Ability to manage multiple rotations separately from each other—taking into consider the same resources and service areas;



- (c) Ability to distinguish between resources that share overlapping service areas, as well as, rotate the resources independently of one another;
  - (d) Ability to rotate State defined resource classes, independently of each other based on county, zone, and/or region;
  - (e) Ability to request and log multiple resources of a particular type for one State approved Contractor, based on how many resources of that type they have on rotation with the State;
  - (f) Ability to choose "other" or log in a free form field for a resource that is not pre-configured in the System;
  - (g) Ability to log third-party and State approved Contractors, without affecting the resource rotation, regardless of overlapping boundaries or jurisdictions;
  - (h) Resource log searchable based on State defined criteria.
  - (i) Ability to remove and suspend resources based on parameters defined by the State;
  - (j) Shall be able to generate report based on the history log for each rotation, class, county, zone, and district; and
  - (k) Ability to skip, cancel, and manually and automatically re-order the resource rotation and log reason codes and supplemental information for each action, based on parameters defined by the State.
- c. Computer Aided Dispatch ("CAD") for Field Responders. The Contractor shall provide hardware and/or software that allows for the processing of requests for assistance and conform to the following:
- (1) General Requirements. The following general requirements shall be met:
    - i. Have the ability to track and log all activities;
    - ii. Shall provide System-wide search functions for State designated personnel;
    - iii. Meet the following GIS requirements:
      - (a) Provide a current Base Map;
      - (b) Provide current routable data layer;
      - (c) Ingest State GIS data layers provided by the STS-GIS services through an ESRI REST endpoint, and aerial image services through a WMTS;
      - (d) Provide aerial imagery; and
      - (e) Update all State provided and Contractor provided GIS data layers a minimum of two (2) times each year of the Contract at times determined by the State;

- iv. Create and produce reports in accordance with Section A.8.;
- v. Ability to configure for multiple types of public safety agencies (i.e., overlapping or multiple jurisdictions);
- vi. Allow multiple End Users to work on the same CAD event simultaneously;
- vii. Ability to cut, copy, paste, and print, as well as, the ability to utilize keyboard functions to cut, copy, paste, and print;
- viii. Ability to configure individual Field Responder screen layouts within CAD. Field Responders shall have the ability to save their individual configurations;
- ix. The ability to receive images (i.e., mugshots, property photos, drivers' licenses; fingerprints, etc.);
- x. The ability to receive and transmit a high priority message indicating that assistance is needed;
- xi. The ability to toggle between a light and dark mode for various times of day, to include mapping;
- xii. The ability for pinch and zoom, screen rotation, and full touch-screen capabilities on a device; and
- xiii. Prohibit the ability to delete a CAD event;

(2) Functionalities. The following functionalities shall be met:

- i. A new CAD event shall have the ability to be initiated with minimum required data fields defined by the State (i.e., address/call type, etc.);
- ii. Upon entry, CAD event shall be available immediately to all End Users;
- iii. As information is updated within CAD by Field Responders, a visual or audio notification shall occur for the End User handling the CAD event;
- iv. Data parameters—as further defined by the State—entered into a CAD event shall not have the ability to be deleted;
- v. Calls for assistance, or a CAD event creation, shall include the following:
  - (a) Ability to enter an unverified or invalidated address;
  - (b) Ability to suggest match to auto-populate an address, when an End User begins typing the CAD event address;
  - (c) Ability to define CAD event disposition codes, as well as, assign multiple disposition codes to the same CAD event;
  - (d) Ability to enter supplemental data (i.e., person, vehicle, property, etc.) and label the supplemental data (i.e., victim, suspect, etc.);
  - (e) Ability to associate supplemental data to each other (i.e., "Person 1 in Vehicle 1", Person 2 in Vehicle 1, etc.);
  - (f) Visual notification of previous call history at a location;

- (g) Visual notification of supplemental data from a previous CAD event;
  - (h) Ability to route notifications and CAD event updates based on roles.
- vi. Field Responder management functionalities shall include the following:
  - (a) The ability for Field Responder to roster themselves;
  - (b) The ability for a Field Responder to self-report mileage;
  - (c) Requiring a mileage entry based on parameters defined by the State; and
  - (d) Ability to assign multiple disposition codes to a CAD event;
- vii. Messaging to include the following:
  - (a) Ability for messaging between End Users;
  - (b) Ability to create message groups;
  - (c) Ability to create “canned” messages for selection and distribution to other End Users; and
  - (d) Ability to remove selected messages—individually or grouped—from the End User’s view;
- viii. Ability to automatically convert pre-defined industry abbreviations into a full description and save it into the narrative of a CAD event;
- ix. Mapping to include the following:
  - (a) Ability of a minimum of the following: centering, zooming in and out, panning, pointing, scrolling, area viewing, clearing, fitting, and resetting to full view;
  - (b) Ability to focus on and follow a Field Responder in a separate map view;
  - (c) Ability to measure distance utilizing standard or metric parameters;
  - (d) Ability to configure layer visibility at different zoom levels;
  - (e) Ability for End Users to select or deselect mapping layers, as well as, save preferences as a part of the End Users’ profile;
  - (f) Ability to search and view GPS location by X/Y coordinates, degrees/minutes/seconds, and decimal degrees. The System shall be able to translate these parameters from one to another;
  - (g) Ability to display the map on a pop-out window or split screen for Field Responders;
  - (h) Ability to display CAD events and Field Responders availability or assignment to CAD events. While displayed, the map shall

have the ability to appropriately resize icons at different zoom levels;

- (i) Ability to group and indicate a cluster of Field Responders and/or CAD events as a single icon. End Users shall have the ability to select or view individual Field Responders or CAD events within the cluster;
  - (j) Ability to visually distinguish AVL status of Field Responders and view last known location of Field Responder if AVL is turned off;
  - (k) Routing to include the following requirements:
    - (i) Ability to provide visual, audible and text turn-by-turn routing instructions to the Field Responder;
    - (ii) Ability to supplement turn-by turn routing instructions based on the shortest and fastest routes beginning and ending address locations, with regard to environmental factors such as time of day, weather conditions, train schedules, and road/bridge blockages;
    - (iii) Ability to provide consistent route re-evaluation, and visually present alternate routes based on estimated drive time without interfering with current route; and
    - (iv) Ability to account for one-way roads, highway overpasses, and other considerations that impact safety;
  - (l) Ability to provide an audible or visual alert to the Field Responder when they are in a State-defined proximity to a recently created CAD event that has not yet been assigned or dispatched;
- x. CAD event management shall include the following:
- (a) Ability to quickly navigate to the updated CAD event upon notification of an update;
  - (b) Ability to attach supplemental data to a CAD event;
  - (c) Ability to update CAD event data—prior to closing the event—to include a minimum of the following:
    - (i) Additional comments; and
    - (ii) Disposition codes;
  - (d) Ability for End Users to sort comments by preference in chronological order and in reverse chronological order;
  - (e) Ability to filter System-created comments to remove from view within the CAD event; and
  - (f) Notifying an End User—who is entering data in a CAD event—if another End User closes the CAD event;

- xi. Provide drop down menu pick lists for all fields that support a pre-defined set of user entries;
  - xii. Provide audible alerts for configurable sounds for each functional module and type of alert. All audible alerts shall be able to be muted and subsequently restored as needed;
  - xiii. Provide an emergency button function that shall automatically send the unit identification and location to a Telecommunicator;
  - xiv. Ability to self-initiate a CAD event with one-button selection (i.e., traffic stop, etc.); and
  - xv. Ability to self-assign to a CAD event.
- d. Computer Aided Dispatch (“CAD”) for Mobile Applications. The Contractor shall provide software that allows for the processing of requests for assistance and conform to the following:
- (1) General Requirements. The following general requirements shall be met:
    - i. The Contractor shall provide Mobile Applications that work on current versions of both the Apple iOS and Android mobile operating systems;
    - ii. Have the ability to track and log all activities;
    - iii. Shall provide System-wide search functions for State designated personnel;
    - iv. Provide mapping capabilities for routable turn-by-turn directions;
    - v. Ability for multiple End Users to work on the same CAD event simultaneously;
    - vi. Ability to receive images (i.e., mugshots, property photos, drivers’ licenses; fingerprints, etc.); and
    - vii. Ability to receive a high priority message indicating that assistance is needed; and
    - viii. Prohibit the ability to delete a CAD event;
  - (2) Functionalities. The following functionalities shall be met:
    - i. A new CAD event shall have the ability to be initiated with minimum required data fields defined by the State (i.e., address/call type, etc.);
    - ii. Upon entry, CAD event shall be available immediately to all End Users;
    - iii. As information is updated within CAD by Field Responders, a visual or audible notification shall occur for the End User handling the CAD event;
    - iv. Data parameters—as further defined by the State—entered into a CAD event shall not have the ability to be deleted;
    - v. Calls for assistance, or a CAD event creation, shall include the following:
      - (a) Ability to enter an unverified or invalidated address;

- (b) Ability to suggest match to auto-populate an address, when an End User begins typing the CAD event address;
  - (c) Ability to define CAD event disposition codes, as well as, assign multiple disposition codes to the same CAD event;
  - (d) Ability to enter supplemental data (i.e., person, vehicle, property, etc.) and label the supplemental data (i.e., victim, suspect, etc.);
  - (e) Ability to associate supplemental data to each other (i.e., "Person 1 in Vehicle 1", Person 2 in Vehicle 1, etc.);
  - (f) Visual notification of previous call history at a location;
  - (g) Visual notification of supplemental data from a previous CAD event; and
  - (h) Ability to route notifications and CAD event updates based on roles;
- vi. Field Responder management functionalities shall include the following:
- (a) Ability for a Field Responder to roster themselves; and
  - (b) Ability to assign multiple disposition codes to a CAD event;
- vii. Messaging to include the following:
- (a) Ability for messaging between End Users;
  - (b) Ability to create message groups;
  - (c) Ability to create "canned" messages for selection and distribution to other End Users; and
  - (d) Ability to remove selected messages—individually or grouped—from the End User's view;
- viii. Ability to automatically convert pre-defined industry abbreviations into a full description and save it into the narrative of a CAD event;
- ix. Mapping to include the following:
- (a) Ability of a minimum of the following: centering, zooming in and out, panning, pointing, scrolling, area viewing, clearing, fitting, and resetting to full view;
  - (b) Ability to focus and follow a Field Responder in a separate map view;
  - (c) Ability to configure layer visibility at different zoom levels;
  - (d) Ability for End Users to select or deselect mapping layers, as well as, save preferences as a part of the End Users' profile;
  - (e) Ability to display CAD events and Field Responders availability or assignment to CAD events. While displayed, the map shall have the ability to appropriately resize icons at different zoom levels;

- (f) Ability to group and indicate a cluster of Field Responders and/or CAD events as a single icon. End Users shall have the ability to select or view individual Field Responders or CAD events within the cluster;
- (g) Ability to visually distinguish AVL status of Field Responders and view last known location of Field Responder if AVL is turned off;
- (h) Routing to include the following requirements:
  - (i) Ability to provide visual turn-by-turn routing instructions to the Telecommunicator, as well as, audible and text turn-by-turn routing instructions to the Field Responder;
  - (ii) Ability to supplement turn-by turn routing instructions based on the shortest and fastest routes beginning and ending address locations, with regard to environmental factors such as time of day, weather conditions, train schedules, and road/bridge blockages;
  - (iii) Ability to provide consistent route re-evaluation, and visually present alternate routes based on estimated drive time without interfering with current route; and
  - (iv) Ability to account for one-way roads, highway overpasses, and other considerations that impact safety;
- (i) Ability to provide an audible or visual alert to the Field Responder when they are in a State-defined proximity to a recently created CAD event that has not yet been assigned or dispatched;
- x. CAD event management shall include the following:
  - (a) Ability to quickly navigate to the updated CAD event upon notification of an update;
  - (b) Ability to attach supplemental data to a CAD event;
  - (c) Ability to update CAD event data—prior to closing the event—to include a minimum of the following:
    - (i) Additional comments; and
    - (ii) Disposition codes;
  - (d) Ability for End Users to sort comments by preference in chronological order and in reverse chronological order;
  - (e) Ability to search CAD event comments;
  - (f) Ability to filter System-created comments to remove from view within the CAD event; and
  - (g) Notifying an End User—who is entering data in a CAD event—if another End User closes the CAD event;

- xi. Provide drop down menu pick lists for all fields that support a pre-defined set of user entries;
- xii. Provide audible alerts for configurable sounds for each functional module and type of alert. All audible alerts shall be able to be muted and subsequently restored as needed;
- xiii. Ability to self-initiate a CAD event with one-button selection (i.e., traffic stop, etc.); and
- xiv. Ability to self-assign to a CAD event.

A.8. Reports. The Contractor shall provide a System capable of producing a variety of mutually agreed upon standard and customized reports for the System.

a. Report Delivery. Access to, and delivery of, all reports shall meet the following minimum requirements:

- (1) The System shall provide State designated personnel the ability to access all reports;
- (2) The State shall have the ability to create customized reports based on parameters determined by the State, using data fields and search parameters embedded in the software application, enabling the extraction of data in a variety of ways;
- (3) State designated personnel shall have the ability to perform real-time ad-hoc reports. State designated personnel shall have access to only those data fields permitted based on their roles/security classes;
- (4) Reports and results of queries shall be downloadable in multiple formats; and
- (5) The Contractor shall collaborate with the State to establish the ability to schedule reports based on parameters defined by the State. Scheduling parameters and retention periods for reporting shall be approved in writing by the State prior to implementation.

A.9. Project Management.

a. The Contractor shall develop a Comprehensive Project Management Plan, based on the principals set forth by the PMI and using the TBSM to manage the project. The Comprehensive Project Management Plan shall be used by the State and the Contractor to achieve the following:

- (1) Organize, prioritize, coordinate, integrate, and monitor project activities in order to deliver the required products (deliverables) within scope, quality, time, and cost constraints;
- (2) Effectively communicate in order to keep project staff, stakeholders, and executive sponsor management apprised of the status of project activities;
- (3) Implement and maintain quality assurance processes to ensure project products (deliverables) fulfill requirements and standards; and
- (4) Manage and control risks to the project that may impact the project's success.

b. The Contractor shall be responsible for performing all project management activities, including those of any subcontractors, and should direct all required reports and project



updates to the State designated personnel. Further, the Contractor shall be responsible for providing status reports and responding to requests.

- c. The Contractor shall submit, twenty (20) business days after the Effective Date, for the State's approval the following documentation:
- (1) A draft of the Comprehensive Project Management Plan that includes, at a minimum, the following:
    - i. Project Charter;
    - ii. Project schedule;
    - iii. Milestones and critical management checkpoints/reviews;
    - iv. Assumptions/understandings;
    - v. Risks and constraints;
    - vi. Process for tracking issues/action items;
    - vi. Final acceptance processes and criteria; and
    - viii. Stakeholder sign-offs;
  - (2) In addition to the draft of the Comprehensive Project Management Plan, the Contractor shall also submit documentation that includes but is not limited to the following:
    - i. Master Project Work Plan;
    - ii. Quality Management Plan;
    - iii. Implementation Plan;
    - iv. Test Management Plan;
    - v. Communication Management Plan;
    - vi. Issue and Resolution Action Plan;
    - vii. Configuration Management Plan;
    - viii. Risk Management Plan;
    - ix. Support Management Plan;
    - x. Staffing Management Plan;
    - xi. Training Management Plan;
    - xii. Operations Management Plan;
    - xiii. Data Management Plan
    - xiv. Installation Management and Implementation Plan;
    - xv. Security protocols to meet the requirements set forth in Section E.7.; and

- xvi. Documentation outlining how overall System performance will be managed.
  - d. The Contractor shall submit a final detailed Comprehensive Project Management Plan within ten (10) business days after all State business requirements have been documented and agreed upon by the State.
- A.10. Test Management Plan. The Test Management Plan includes testing requirements, which are defined in two (2) phases: pre-implementation and post-implementation.
- a. Pre-Implementation Test Management Plan. The Contractor shall prepare a pre-implementation Test Management Plan that details the activities, schedule, dependencies, risks, and contingencies, assumptions, and assigned resources with roles and responsibilities required to conduct the testing. The State and the Contractor shall work together to define the final pre-implementation test plan to ensure adequate testing. The State shall approve in writing the final pre-implementation Test Management Plan.
  - b. Pre-Implementation Testing Requirements. The Contractor shall:
    - (1) Provide interoperability between the Contractor's System, as well as, all State systems;
    - (2) Provide implementation of all hardware, and software necessary for all System functionalities;
    - (3) Provide testing of business continuity and disaster recovery processes;
    - (4) Identify testing tools that will be used and the purpose of each tool;
    - (5) Provide a method to track and manage issues discovered during testing;
    - (6) Provide a method to maintain and manage version control; and
    - (7) Obtain written approval by State designated personnel accepting all items in this section.
  - c. Pre-Implementation Testing Stages.
    - (1) In collaboration with the State, the Contractor shall develop test scenarios and expected results. The State shall approve in writing each testing stage before the next testing stage can begin. Testing stages shall include a minimum of the following:
      - i. Unit Testing – During testing, the Contractor shall verify that the System and all of its related software and hardware meet functional and technical requirements;
      - ii. Integration Testing – The Contractor shall conduct integration testing to ensure that all components including software and hardware work together;
      - iii. System Testing – The Contractor shall conduct functional testing to ensure that all peripheral and external components and interfaces work together. Integration testing shall be complete before system testing begins. The Contractor's System shall perform successfully and error-free for ten (10) consecutive business days in an environment that fully and accurately simulates the production System and in a manner that does not compromise the production database. If any component does

not meet requirements or fails, System testing shall be repeated until all failures are resolved;

- iv. Stress and Volume Testing – The Contractor shall conduct stress and volume testing to ensure that the System can handle maximum amounts of data, telephony, and CAD event processing and overload testing over a period of ten (10) consecutive business days. At a minimum, stress and volume testing shall simulate two hundred fifty percent (250%) of the estimated peak number of telephony and CAD events that would be experienced in the fully rolled-out production System;
  - v. Quality Assurance Testing – The Contractor shall work with the State to develop a plan to identify all the functionality that shall be tested for quality assurance (“QA”). QA testing, using a full copy of production data, shall verify that the System and all hardware and software meet functional and technical requirements. Testing during this phase shall reproduce production error conditions and verify fixes;
  - vi. User Acceptance Testing – State designated personnel shall be involved with this phase of the testing. Using the scenarios developed in A.10.c.(1), the Contractor's System shall perform successfully and error-free for ten (10) consecutive business days in an environment that fully and accurately simulates the production system. Completion of this stage indicates that the System is ready for pilot testing if the State chooses to conduct pilot testing; and
  - vii. Pilot Testing – The Contractor shall perform pilot testing prior to implementing the live System.
- d. Post-Implementation Test Management Plan. The Contractor shall prepare a post-implementation Test Management Plan that details the activities, schedule, dependencies, risks, and contingencies, assumptions, and assigned resources with roles and responsibilities required to conduct the testing. The State and the Contractor shall work together to define the final post-implementation test plan to ensure adequate testing. The State shall approve in writing the final post-implementation Test Management Plan.
- e. Post-Implementation Testing Requirements. The Contractor shall provide:
- (1) Efficient and thorough testing of software and hardware upgrades, enhancements and changes prior to moving to production utilizing each of the testing stages as appropriate;
  - (2) Minimal interruption to daily operations as a result of System testing; and
  - (3) The ability for the State to test changes outside of a production environment using all the same testing stages as defined in the pre-implementation testing as further described in Section A.10.c.
- A.11. Implementation and Installation. The Contractor, in collaboration with the State, shall prepare an Installation Management and Implementation Plan that includes objectives, timetables, milestones, staffing, and other requirements. The Contractor shall be responsible for installation of hardware, and software as applicable, as directed by the State.
- a. Implementation Staffing Management. The Contractor shall be responsible for maintaining the necessary level of staff prior to and throughout full implementation. A Staffing Management Plan, approved in writing by the State, shall identify roles, responsibilities, and availability of all project staff including subcontractors. The State shall be notified of any changes to key project staff, and replacements shall be at least as

qualified as the prior key project staff and shall be approved in writing by the State. If the State does not approve any key project staff or replacements, or notifies Contractor that the State does not approve of any current key project staff, Contractor shall replace such personnel. Key project personnel agreed upon by the Contractor and the State shall be located at a State facility throughout the duration of the project from design to full implementation.

- A.12. Training Requirements. The Contractor shall be responsible for delivering multiple levels of on-site training utilizing the Training Management Plan. Each training level will be tailored to a specific audience, specific job duties, and cover each component of the overall project. Scheduling of the training shall be done in consultation with the State. Requested training materials (user guides, job aids, presentations, and other such material) shall be made available to the State at least ten (10) business days prior to any training session for review and approval by the State.
- a. These trainings shall be held at various locations throughout Tennessee as determined by the State; the training times and dates shall be coordinated with State designated personnel.
  - b. At each level of training, the Contractor shall:
    - (1) Not limit the number of attendees at each training session. The State shall have a minimum of three (3) attendees for any type of post-implementation training;
    - (2) Provide sufficient training on the full use of hardware, peripherals, and software;
    - (3) Provide, to each trainee, a hardcopy and soft copy user guide and job aid that contains information, step-by-step procedures, and instructions specific to each component of the overall project. Each user guide and job aid shall also include a complete list of possible error messages, together with instructions for locating and correcting each error and step-by-step instructions for solving common problems;
    - (4) Grant the State a royalty-free license, at no additional cost to the State, to enable the State to reproduce and distribute unlimited additional copies of all documentation and training materials for the State's internal use;
    - (5) Update or revise user guides and job aids when needed, especially when a System upgrade impacts (changes) how a process is performed;
    - (6) Permit the State, at no additional cost to the State, to make audio and video recordings of any training sessions for later use;
    - (7) Specific to System Administrator and Account Administrator training, the Contractor shall meet the following requirements for Technical Manuals:
      - i. The Contractor shall create, maintain, and provide the State complete technical manuals which describe overall aspects of the System configuration, operating instruction, and problem diagnosis of all separate components or features of the System and the corresponding technical specifications;
      - iii. The Contractor shall provide at least five (5) full hardcopy sets and five (5) full soft copy sets of technical manuals and documentation materials to the State. The technical manuals and documentation materials must also be provided to the State in electronic format;
      - iv. The Contractor shall keep all hardcopy and soft copy sets of technical manuals current, and update each one whenever any change is made to

any component of the system, and shall make each revision available to the State a minimum of five (5) days prior to release. Each revision to the technical manuals shall be recorded and organized in a fashion that easily allows the reader to understand the technical specifications, system architecture, software versions, process procedures, and other relevant information at any point in the history of the system and each of its components;

- v. The Contractor shall not remove or redact any part of the technical manuals except to remove errors. Whenever an update is made to reflect a change, the obsolete information shall remain intact, accessible by necessary personnel, and be clearly marked that the information is updated, the period of time the information reflected the actual system design, and a reference to where the updated information is located; and
  - vi. The Contractor shall grant the State a royalty-free license, at no additional cost to the State, to enable the State to reproduce and distribute unlimited additional copies of all technical manuals for the State's internal use.
- c. Training levels shall be completed at either pre-implementation and/or post-implementation of the System. Training levels shall include:
- (1) System Administrator. This training shall provide a comprehensive overview of each component of the overall project so that the State's technical staff will have the knowledge necessary to operate and troubleshoot any of the components in the event of an emergency. The Contractor shall provide five (5) System Administrator trainings during the Term of the Contract;
  - (2) Account Administrator. This training shall cover functions associated with administering user accounts. Account administration shall include functions such as adding users, modifying account privileges, resetting account passwords, suspending account access, and deleting accounts. The Contractor shall provide four (4) Account Administrator trainings during the Term of the Contract;
  - (3) Train the Trainer. This training shall provide State designated personnel enough knowledge on the use of each component of the overall project so that they can train End Users. The Contractor shall provide ten (10) Train the Trainer trainings during the Term of the Contract;
  - (4) End-User Training. The training shall cover all functions associated with proper operation and use of each component of the overall System. The training shall provide hands-on experience with all equipment and software in such a way to ensure that all users will become familiar with the System and how to use it. The Contractor shall provide forty (40) end-user trainings during the Term of the Contract;
  - (5) Ongoing Training. In the event an upgrade impacts any component of the system, the Contractor shall provide training at the level impacted by the change at no additional costs to the State. For example, if the upgrade made a change to system administration, the Contractor shall provide additional System Administrator level training. At the request of the State, the Contractor shall provide refresher training on any aspect of the System; and
  - (6) Online Help and Tutorials. The System shall include online documentation and training materials that cover topics such as context specific help and search capability including technical and procedural information.

A.13. Communication Management Plan. The Communication Management Plan shall include the following:

a. Weekly Status Reports and Meetings.

- (1) The Contractor and the State shall have a status meeting once a week at mutually agreed upon dates and times;
- (2) The Contractor's project manager, or equivalent, shall attend all weekly status meetings;
- (3) The Contractor shall prepare status reports that reflect the activities of the reporting period, upcoming activities, and open issues to be discussed at the next meeting;
- (4) State designated personnel shall use the Contractor's status report as a mechanism to monitor the project's activity to detect potential problems needing attention or other areas requiring action or resolution;
- (5) Reports should be primarily in list form and will serve as agendas for meetings; and
- (6) Report topics to be covered shall include the following:
  - i. A listing of significant departures from the final Comprehensive Project Management Plan with explanations of causes and strategies to achieve realignment;
  - i. A listing of tasks that were completed since the last report;
  - ii. Tasks that have been delayed and reasons for delay;
  - iii. Identification of upcoming key activities;
  - iv. A mitigation plan, or actions, to bring delayed tasks back in line with the final Comprehensive Project Management Plan's schedule;
  - v. Tasks in progress;
  - vi. Planned activities for the next scheduled period;
  - vii. Staffing concerns or issues encountered to include proposed resolutions and actual resolutions;
  - viii. An updated report on risks with recommendations for elimination or mitigation; and
  - ix. A listing of any other topics that require attention from State designated personnel and/or the State's Steering Committee.

b. Monthly Status Reports and Meetings.

- (1) The Contractor and the State shall have a status meeting once a month at mutually agreed upon dates and times; and
- (2) The Contractor shall combine all reports from weekly status meetings (see Section A.13.a.) to provide a detailed report to present to the State's Steering Committee.

A.14. Change Requests/Orders.

The State may, at its sole discretion and with written notice to the Contractor, request changes in the Scope that are necessary but were inadvertently unspecified in this Contract.

- a. Change Order Creation — After receipt of a written request for additional services from the State, the Contractor shall respond to the State, within a maximum of ten (10) business days, with a written proposal for completing the service. Contractor's proposal must specify:
- (1) the effect, if any, of implementing the requested change(s) on all other services required under this Contract;
  - (2) the specific effort involved in completing the change(s);
  - (3) the expected schedule for completing the change(s);
  - (4) the maximum number of person hours required for the change(s); and
  - (5) the maximum cost for the change(s) — this maximum cost shall in no instance exceed the product of the person hours required multiplied by the appropriate payment rate proposed for such work.

The Contractor shall not perform any additional service until the State has approved the proposal. If approved, the State will sign the proposal, and it shall constitute a Change Order between the Contract Parties pertaining to the specified change(s) and shall be incorporated, hereby, as a part of this Contract.

- b. Change Order Performance — Subsequent to creation of a Change Order, the Contractor shall complete the required services. The State will be the sole judge of the acceptable completion of work and, upon such determination, shall provide the Contractor written approval.
- c. Change Order Remuneration — The State will remunerate the Contractor only for acceptable work. All acceptable work performed pursuant to an approved Change Order, without a formal amendment of this Contract, shall be remunerated in accordance with and further limited by Contract Section C.3.c., PROVIDED THAT, the State shall be liable to the Contractor only for the cost of the actual goods or services provided to complete the necessary work, not to exceed the maximum cost for the change detailed in the Change Order. In no instance shall the State be liable to the Contractor for any amount exceeding the maximum cost specified by the Change Order authorizing the goods or services. Upon State approval of the work, the Contractor shall invoice the State in accordance with the relevant provisions of this Contract.

A.15. Maintenance and Support.

- a. New Legislation, State, or Federal Requirements:
- (1) The Contractor shall, upon request of the State and within forty-eight (48) business hours of receiving the State's request, prepare and submit to the State a proposal or quote to be utilized by the State to prepare fiscal notes as needed for legislation pending before the Tennessee General Assembly. A Tennessee legislative session typically occurs from January through May, but session work may occur at any time throughout the year.
- b. Location of Maintenance and Support. All Contractor provided maintenance and support shall be conducted in the United States.
- c. Support Services:

- (1) Availability of support and method of support:
  - i. The Contractor shall provide twenty-four hours per day, seven days per week, three hundred sixty five days per year (24/7/365) support services to the State by way of a monitored toll free telephone number and electronic mail (e-mail) address for reporting all System and hardware troubles;
- (2) Contact List:
  - i. The Contractor shall provide a list with contact information for individuals assigned to provide maintenance and support by the Contractor, that shall include, at minimum, a primary and secondary contact number for each individual the Contractor identifies and shall be updated whenever a designated contact change occurs. These identified individuals on the contact list—as a whole—shall be available for support twenty-four (24) hours per day, seven (7) days per week, three hundred sixty five (365) days per year (24/7/365), with the exception of leap years;
- (3) Contractor Personnel:
  - i. The Contractor shall assign on-site personnel who shall be responsible for the oversight of all day-to-day operations during pre-implementation, implementation, and for a period of ninety (90) days post implementation;
  - ii. The Contractor shall ensure that it is an "approved vendor" pursuant to the requirements of the TBI. Further, the Contractor shall ensure that all personnel providing any type of services concerning the System:
    - (a) are fingerprinted and background checked;
    - (b) complete and pass the CJIS security training; and
    - (c) only after these requirements have been met will the TBI test the Contractor's product;
- (4) The Contractor shall be responsible for the maintenance and support of all System Hardware and peripherals provided from the Contractor throughout the Term of the Contract; and
- (5) The Contractor shall resolve support requests and Defect reports based on the delivery of support services outlined below (Section A.15.c.(7));
- (6) Proactive Monitoring. The Contractor shall be proactive in monitoring the System—using diagnostic tools that meet the State's security guidelines—and not rely solely on the State to notify the Contractor of System problems;
- (7) System Availability. The Contractor shall provide support services for the System to ensure the availability of the System 99.999% of the time calculated by the minute on a twenty-four (24) hours a day, seven (7) days a week basis. In the event this service availability target is not met, Contractor shall give the State a pro-rated service credit towards the monthly support and maintenance costs.
- (8) System Hardware Availability. The Contractor shall provide support services for the System Hardware to ensure that the hardware maintains an uptime of ninety-five percent (95%) per month on all hardware. Downtime is calculated from the time a service call is placed with the Contractor until the time the Contractor's designated personnel completes a repair or replacement hardware is received by



the State. In the event this uptime target is not met, the Contractor shall give the State a pro-rated service credit towards the monthly System Hardware costs;

- (9) Delivery of Support Services. The State reserves the right to determine and assign levels of priority for the issue and support problems. The priority of the issue and support problem shall determine the problem resolution response time as follows:

Severity Level	Response
<p><b>Urgent:</b> A problem that severely impacts the State's use of the System, or any of its components, such as: loss of data or System is unable to function. The situation halts State's business operations and no procedural workarounds exist.</p>	<p>The State shall receive immediate e-mail acknowledgement following the reporting of the issue, and an initial response from Contractor's support staff within thirty (30) minutes of receiving a request for support. Contractor's support staff shall provide a fix or procedural workaround within one (1) hour once the issue has been replicated and confirmed as a problem.</p>
<p><b>High:</b> A problem where the System, or any of its components, is functioning, but the use is severely reduced. The situation is causing a high impact to portions of the State's business operations and no procedural workarounds exist.</p>	<p>The State shall receive immediate e-mail acknowledgement following the reporting of the issue, and an initial response from Contractor's support staff within thirty (30) minutes of receiving a request for support. Contractor's support staff shall provide a fix or procedural workaround within two (2) hours once the issue has been replicated and confirmed as a problem.</p>
<p><b>Medium:</b> A problem that involves partial, non-critical loss of use of the System, or any of its components. The situation is causing a medium-to-low impact on the State's business operations, but users can continue to function, including by using a procedural workaround.</p>	<p>The State shall receive immediate e-mail acknowledgement following the reporting of the issue, and an initial response from Contractor's support staff within thirty (30) minutes of receiving a request for support. A member of the Contractor's support staff shall respond to the State within eight (8) hours with a resolution (fix) or with a plan that shows a resolution (fix) shall occur within twenty-four (24) hours.</p>
<p><b>Low:</b> A general usage question, reporting of a documentation error, or recommendation for a future product enhancement or modification. The situation is causing low-to-no impact on the State's business operations or the performance or functionality of the system, or any of its components.</p>	<p>The State will be contacted by the Contractor's support staff within forty-eight (48) hours with a response to the support question; or receive e-mail notification that the comment or recommendation for feature enhancement has been logged.</p>

- i. Automated e-mail response times apply at all times. In the event of widespread outages impacting the Contractor's support staff, the State will receive notification of an alternate site where status information will be posted until normal service resumes;

- ii. If additional research is required by the Contractor's support staff and the problem cannot be resolved or question answered immediately, then the Contractor's help desk, or technical support staff, shall call back every two (2) hours to report progress on the problem's resolution. The Contractor's help desk staff shall continue, on a daily basis, or other basis agreed upon between the State and Contractor, to keep the State designated personnel informed on the progress of the problem's resolution; and
- iii. The Contractor shall keep a log of all maintenance and technical support calls made to the Contractor's help desk, or technical support, personnel. The log shall document the complaints and problems reported to the Contractor's help desk system by the State. The log shall be submitted to the State on a monthly basis;

(10) Delivery of Support Services for System Hardware

- i. The Contractor shall provide a maximum response time of four (4) hours for System Hardware failures. Response time shall be calculated from the time the State notifies the Contractor of the failure, until the time the Contractor's designated personnel arrives at the State's individual location. For the State's individual locations which have multiple machines and multiple active service calls, the Contractor's designated personnel's arrival shall stop the response time calculation for all open service calls at that location; and
- ii. Post implementation, the Contractor shall deliver any additionally ordered consumables within one (1) calendar days of request, if placed before noon Central Time. All consumables considered to be an emergency must be delivered within one (1) calendar day of request;

(11) Contractor Provided Help Desk Support

- i. The Contractor shall provide help desk support. The list of authorized State personnel to call the Contractor's help desk shall be provided to the Contractor. The Contractor's help desk, or technical support personnel, shall be knowledgeable and technically trained to answer/resolve System technical support problems, as well as, address System Hardware failures; and
- ii. When authorized State personnel call the Contractor's help desk, or technical support, the Contractor's technical support staff shall not place the State caller on hold for more than five (5) minutes.

(12) New Installation and Relocation Support Services.

- i. The Contractor shall coordinate with the State for the implementation of new installations or relocations of existing workstations. (See also Section A.6.a.(2)ii.)

d. System Maintenance. The Contractor shall:

- (1) Make all necessary adjustments and repairs, at no additional cost to the State, to keep the System operating without abnormal interruptions and to correct latent deficiencies with respect to the System specifications;
- (2) Maintain the current version of the System, and its functionalities, in substantial conformance with all specifications. The Contractor shall assign priority support resources to either:

- i. Correct any reproducible problems, Defects, errors, or malfunctions which prevent the System, and its functionalities, from operating in substantial conformance with all specifications; or
    - ii. Provide a State-approved commercially reasonable alternative that shall substantially conform to all specifications; and
  - (3) Provide complete documentation of all System enhancements or revisions. Documentation must describe what an End User needs to know to understand each level on which the System operates.
- e. Hardware Support and Replacement. The Contractor shall:
  - (1) Provide remote, and on-site if necessary, field hardware and software support of all System Hardware provided to the State by the Contractor. In the event of a failure of any such equipment, the Contractor shall respond in accordance with Section A.15.b. In the event that support is provided offsite and at the end of the Term of the Contract, the Contractor shall remove or destroy any data on the storage device in accordance with the current version of NIST Special Publication 800-88 prior to removing the hardware from a State facility;
  - (2) The State may allow the Contractor to provide a substitute for System Hardware, provided the hardware is no longer being manufactured. Any substitution must be submitted in writing to the State for evaluation and approval. The functional, technical, and performance characteristics of the substituted hardware shall be equal to, or exceed, the equipment that is installed and accepted by the State upon implementation of the System; and
  - (3) The Contractor shall provide an established agreed upon Spares inventory on hand for the life of the Contract. If any System hardware is found defective to trigger a warranty claim in excess of the on-site replacement parts inventory, the Contractor shall agree to repair or replace the defective device within three (3) days of Contractor's receipt of such device. The type and quantity of replacement parts that will comprise the Spare inventory is as follows:
    - i. Twelve (12) twenty-four inch (24") monitors;
    - ii. Twelve (12) monaural headsets;
    - iii. Four (4) pairs of audio speakers;
    - iv. Two (2) cordless push to talk ("PTT") headset adaptors and charging bases;
    - v. Two KVM switches; and
    - vi. Two (2) backup IP telephones.

A.16. System Planning, Configuration, , Development and Implementation Phases. The Contractor shall complete the following:

a. Initiation Phase.

- (1) Within seven (7) calendar days of the Effective Date of the Contract, the Contractor shall host a "kick-off" meeting. At the meeting, the Contractor shall be notified of or identify the following:

- i. State's designated key personnel, or stakeholders;
- ii. Integral members of the Contractor's staff who will be carrying out the overall implementation of the System; and
- iii. The Project Charter.

b. Planning Phase.

- (1) The Contractor shall provide a draft of the Comprehensive Project Management Plan within thirty (30) business days of the Effective Date of the Contract;
- (2) The Contractor, in conjunction with State designated personnel, shall gather, define, or determine business requirements that need to be met in order to meet the business needs and finalize the System. All State business requirements shall be documented and agreed upon by the State; and
- (3) The Contractor shall submit a final detailed Comprehensive Project Management Plan within ten (10) business days after all State business requirements have been documented and agreed upon by the State. The final detailed Comprehensive Project Management Plan shall be approved in writing by the State.

c. Configuration Phase.

- (1) System Configuration
  - i. Contractor shall use approved State business requirements to draft and submit to the State for its approval a comprehensive System configuration plan. Contractor shall submit the comprehensive System configuration plan within thirty (30) calendar days of the date of approval of the Comprehensive Project Management Plan:
    - (a) System Requirements (see Section A.4.);
    - (b) System Architecture (see Section A.5.);
    - (c) Contractor provided hardware (see Section A.6.a.(2));
    - (d) System access;
    - (e) Data management; and
    - (f) Server infrastructure (see Section A.6.a.(4)).
  - ii. The Contractor shall provide the State with a final System configuration within thirty (30) calendar days of the State's written approval of the draft of the complete System configuration.

d. Development Phase.

- (1) The Contractor shall ensure that the development of the System as a whole includes:
  - i. Infrastructure safeguards, or measures taken to protect the System's infrastructure from unlawful penetration;
  - ii. Test Management Plan (see Sections A.10.a. through A.10.c.);

- iii. Data Management Plan;
  - iv. Documentation showing validation of testing (see Section A.10.); and
  - v. Testing of interfaces (if necessary) (see Section A.10.).
- (2) The Contractor shall ensure that each function of the System, as further described in Sections A.2.m. and A.8., is developed, tested, and approved in writing by the State.
- e. Implementation Phase.
- (1) The Contractor shall provide all training as required in Section A.12., with the exception of ongoing training (Section A.12.c(5), prior to full implementation of the System; and
  - (2) The Contractor shall provide full implementation and installation of software, firmware (if necessary), and hardware.
- f. Post Implementation Support.
- (1) In the event of any software or hardware upgrades of the System, the Contractor shall provide the following:
    - i. Post implementation Test Management Plan (see Section A.10.d.);
    - ii. Post implementation testing requirements (see Section A.10.e);
    - iii. Ongoing training (see Section A.12.c(5).); and
    - iv. The Contractor shall provide post implementation support (see Section A.15.)
- A.17. 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.18. Inspection and Acceptance. The State shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, the State determines that the goods or services are Defective, the State shall notify Contractor, and Contractor shall re-deliver the goods or provide the services at no additional cost to the State. If after a period of thirty (30) days following delivery of goods or performance of services the State does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the State.

**B. TERM OF CONTRACT:**

B.1. This Contract shall be effective on **DATE** (“Effective Date”) and extend for a period of **sixty (60) months** after the Effective Date (“Term”). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

B.2. Renewal Options. This Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to two (2) renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of eighty-four (84) months.

**C. PAYMENT TERMS AND CONDITIONS:**

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

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

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

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

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

Goods or Services Description	Amount (per compensable increment)						
System Planning, Configuring, Development, and Implementation Phases							
Planning Phase (see Section A.16.b.)	10% upon completion						
Configuration Phase (see Section A.16.c.)	10% upon completion						
Development Phase (see Section A.16.d.)	30% upon completion						
Implementation Phase (see Section A.16.e.)	50% upon completion						
Hardware, Software & Data Storage							
	Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 4	Contract Year 5	Contract Year 6	Contract Year 7

Monthly fee for Telecommunicator Workstation Hardware (See Section A.6.a.(2)i(a) through A.6.a.(2)i(f))	\$ / Workstation per month	\$ / Workstation per month	\$ / Workstation per month	\$ / Workstation per month	\$ / Workstation per month	\$ / Workstation per month	\$ / Workstation per month
Monthly fee for ECC Hardware (See Section A.6.a.(2)i(g))	\$ / ECC per month	\$ / ECC per month	\$ / ECC per month	\$ / ECC per month	\$ / ECC per month	\$ / ECC per month	\$ / ECC per month
Monthly fee for individual Telecommunicator Hardware (See Section A.6.a.(2)i(h))	\$ / UNIT per month	\$ / UNIT per month	\$ / UNIT per month	\$ / UNIT per month	\$ / UNIT per month	\$ / UNIT per month	\$ / UNIT per month
Annual System Software for Telephony and CAD for Telecommunicators (see Sections A.7.a. and A.7.b.)	\$ / USER	\$ / USER	\$ / USER	\$ / USER	\$ / USER	\$ / USER	\$ / USER
Annual System Software for CAD for Field Responders (see Section A.7.c.)	\$ / USER	\$ / USER	\$ / USER	\$ / USER	\$ / USER	\$ / USER	\$ / USER
Annual System Software for CAD for Mobile Applications (see Section A.7.d.)	\$ / USER	\$ / USER	\$ / USER	\$ / USER	\$ / USER	\$ / USER	\$ / USER
Data Storage (see Sections A.7.a through A.7.c.)	\$ / USER	\$ / USER	\$ / USER	\$ / USER	\$ / USER	\$ / USER	\$ / USER

- c. The Contractor shall be compensated for changes requested and performed pursuant to Contract Section A.14., without a formal amendment of this Contract based upon the payment rates detailed in the schedule below and as agreed pursuant to Section A.14., PROVIDED THAT compensation to the Contractor for such “change order” work shall not exceed SEVEN PERCENT (7 %) of the sum of milestone payment rates detailed in Section C.3.b., above (which is the total cost for the milestones and associated deliverables set forth in Contract Sections A.16.b., through A..16.e.). If, at any point during the Term, the State determines that the cost of necessary “change order” work would exceed the maximum amount, the State may amend this Contract to address the need.

Service Description	Amount (per compensable increment)
_Change Orders (See Section A.14.)	\$ amount determined per project
<b>NOTE: The Contractor shall not be compensated for travel time to the primary location of service provision.</b>	

- 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:

**Email: [DI\\_FS\\_Procurement@tn.gov](mailto:DI_FS_Procurement@tn.gov)**

Procurement Office, Budget Division

Department of Safety and Homeland Security

Phone: (615) 251-5232

1150 Foster Avenue

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 Safety and Homeland Security / Tennessee Advanced Communications Division;
  - (5) Customer account number (assigned by the Contractor to the above-referenced Customer);
  - (6) Contractor name;
  - (7) Contractor Tennessee Edison registration ID number;
  - (8) Contractor contact for invoice questions (name, phone, or email);
  - (9) Contractor remittance address;
  - (10) Description of delivered goods or services provided and invoiced, including identifying information as applicable;
  - (11) Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced;
  - (12) Applicable payment methodology (as stipulated in Section C.3.) of each good or service invoiced;
  - (13) Amount due for each compensable unit of good or service; and
  - (14) Total amount due for the invoice period.
- b. Contractor's invoices shall:
  - (1) Only include charges for goods delivered or services provided as described in Section A and in accordance with payment terms and conditions set forth in Section C;
  - (2) Only be submitted for goods delivered or services completed and shall not include any charge for future goods to be delivered or services to be performed;
  - (3) Not include Contractor's taxes, which includes without limitation Contractor's sales and use tax, excise taxes, franchise taxes, real or personal property taxes, or income taxes; and
  - (4) Include shipping or delivery charges only as authorized in this Contract.
- c. The timeframe for payment (or any discounts) begins only when the State is in receipt of an invoice that meets the minimum requirements of this Section C.5.

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

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment that is determined by the State, on the basis of audits conducted in



accordance with the terms of this Contract, to not constitute proper compensation for goods delivered or services provided.

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

**D. MANDATORY TERMS AND CONDITIONS:**

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

The State:

Arnold Hooper,  
Wireless Communications Director  
Tennessee Department of Safety and Homeland Security  
225 Ezell Pike  
Nashville, Tennessee 37217  
Email Address: Arnold.Hooper@tn.gov  
Telephone #: (615) 365-1620

The Contractor:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaroud 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 One;
  - c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
  - d. the State solicitation, as may be amended, requesting responses in competition for this Contract;
  - e. any technical specifications provided to proposers during the procurement process to award this Contract; and
  - f. the Contractor's response seeking this Contract.
- D.31. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Contract. The Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.32. Insurance. Contractor shall maintain insurance coverage as specified in this Section. The State reserves the right to amend or require additional insurance coverage, coverage amounts, and endorsements required under this Contract. Contractor's failure to maintain or submit evidence of insurance coverage, as required, is a material breach of this Contract. If Contractor loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term, Contractor shall immediately notify the State. All insurance companies providing coverage must be: (a) acceptable to the State; (b) authorized by the Tennessee Department of Commerce and Insurance ("TDCI"); and (c) rated A- / VII or better by A.M. Best. All coverage must be on a primary basis and noncontributory with any other insurance or self-insurance carried by the State. Contractor agrees to name the State as an additional insured on any insurance policy with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) insurance. All policies must contain an endorsement for a waiver of subrogation in favor of the State. Any deductible or self insured retention ("SIR") over fifty thousand dollars (\$50,000) must be approved by the State. The deductible or SIR and any premiums are the Contractor's sole responsibility. The Contractor agrees that the insurance requirements specified in this Section do not reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements.

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

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

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

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

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

a. Commercial General Liability ("CGL") Insurance

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

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

b. Workers' Compensation and Employer Liability Insurance

- 1) For Contractors statutorily required to carry workers' compensation and employer liability insurance, the Contractor shall maintain:
  - i. Workers' compensation in an amount not less than one million dollars (\$1,000,000) including employer liability of one million dollars (\$1,000,000) per accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit by disease, and one million dollars (\$1,000,000) per employee for bodily injury by disease.



- 2) If the Contractor certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Contractor shall furnish written proof of such exemption for one or more of the following reasons:
    - i. The Contractor employs fewer than five (5) employees;
    - ii. The Contractor is a sole proprietor;
    - iii. The Contractor is in the construction business or trades with no employees;
    - iv. The Contractor is in the coal mining industry with no employees;
    - v. The Contractor is a state or local government; or
    - vi. The Contractor self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.
- c. Automobile Liability Insurance
- 1) The Contractor shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles).
  - 2) The Contractor shall maintain bodily injury/property damage with a limit not less than one million dollars (\$1,000,000) per occurrence or combined single limit.
- d. Technology Professional Liability (Errors & Omissions)/Cyber Liability Insurance
- 1) The Contractor shall maintain technology professional liability (errors & omissions)/cyber liability insurance appropriate to the Contractor's profession in an amount not less than ten million dollars (\$10,000,000) per occurrence or claim and ten million dollars (\$10,000,000) annual aggregate, covering all acts, claims, errors, omissions, negligence, infringement of intellectual property (including copyright, patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, information theft, damage to destruction of or alteration of electronic information, breach of privacy perils, wrongful disclosure and release of private information, collection, or other negligence in the handling of confidential information, and including coverage for related regulatory fines, defenses, and penalties.
  - 2) Such coverage shall include data breach response expenses, in an amount not less than ten million dollars (\$10,000,000) and payable whether incurred by the State or Contractor, including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services and expenses in the performance of services for the State or on behalf of the State hereunder.
- e. Crime Insurance
- 1) The Contractor shall maintain crime insurance, which shall be written on a "loss sustained form" or "loss discovered form" providing coverage for third party fidelity, including cyber theft and extortion. The policy must allow for reporting of circumstances or incidents that may give rise to future claims, include an extended reporting period of no less than two (2) years with respect to events which occurred but were not reported during the term of the policy, and not contain a condition requiring an arrest or conviction.

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

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

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

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

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.
- E.2. Printing Authorization. The Contractor agrees that no publication coming within the jurisdiction of Tenn. Code Ann. §§ 12-7-101, *et. seq.*, shall be printed pursuant to this Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103 (d).
- E.3. State Ownership of Goods. The State shall have ownership, right, title, and interest in all goods provided by Contractor under this Contract including full rights to use the goods and transfer title in the goods to any third parties.
- E.4. Intellectual Property Indemnity. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State concerning or arising out of any claim of an alleged patent, copyright, trade secret or other intellectual property infringement. In any such claim or action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any settlement or final judgment, and the Contractor shall be responsible for all legal or other fees or expenses incurred by the State arising from any such claim. The State shall give the Contractor notice of any such claim or suit, however, the failure of the State to give such notice shall only relieve Contractor of its obligations under this Section to the extent Contractor can demonstrate actual prejudice arising from the State's failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State of Tennessee in any legal matter, as provided in Tenn. Code Ann. § 8-6-106.

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.5. Software License Warranty. Contractor grants a license to the State to use all software provided under this Contract in the course of the State's business and purposes.
- E.6. Software Support and Maintenance Warranty. Contractor shall provide to the State all software upgrades, modifications, bug fixes, or other improvements in its software that it makes generally available to its customers.
- E.7. Contractor Hosted Services Confidential Data, Audit, and Other Requirements.
- a. "Confidential State Data" is defined as data deemed confidential by State or Federal statute or regulation. The Contractor shall protect Confidential State Data as follows:
- (1) The Contractor shall ensure that all Confidential State Data is housed in the continental United States, inclusive of backup data.
  - (2) The Contractor shall encrypt Confidential State Data at rest and in transit using the current version of Federal Information Processing Standard ("FIPS") 140-2 validated encryption technologies.
  - (3) The Contractor shall maintain a Security Management Certification from the Federal Risk and Authorization Management Program ("FedRAMP"). A "Security Management Certification" shall mean written confirmation from FedRAMP that FedRAMP has assessed the Contractor's information technology Infrastructure, using a standardized approach to security assessment, authorization, and continuous monitoring for cloud products and services, and has certified that the Contractor meets FedRAMP standards. Information technology "Infrastructure" shall mean the Contractor's entire collection of hardware, software, networks, data centers, facilities and related equipment used to develop, test, operate, monitor, manage and/or support information technology services. The Contractor shall provide proof of current certification annually and upon State request. No additional funding shall be allocated for these certifications, authorizations, or audits as these are included in the Maximum Liability of this Contract.
  - (4) The Contractor must annually perform Penetration Tests and Vulnerability Assessments against its Processing Environment. "Processing Environment" shall mean the combination of software and hardware on which the Application runs. "Application" shall mean the computer code that supports and

accomplishes the State's requirements as set forth in this Contract. "Penetration Tests" shall be in the form of attacks on the Contractor's computer system, with the purpose of discovering security weaknesses which have the potential to gain access to the Processing Environment's features and data. The "Vulnerability Assessment" shall be designed and executed to define, identify, and classify the security holes (vulnerabilities) in the Processing Environment. The Contractor shall allow the State, at its option, to perform Penetration Tests and Vulnerability Assessments on the Processing Environment. The Contractor shall be required to fix any discrepancies identified by the State within an allotted time to be determined by the State.

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

b. Minimum Requirements

- a. The Contractor and all data centers used by the Contractor to host State data, including those of all Subcontractors, must comply with the State's Enterprise Information Security Policies as amended periodically. The State's Enterprise Information Security Policies document is found at the following URL: <https://www.tn.gov/finance/strategic-technology-solutions/strategic-technology-solutions/sts-security-policies.html>.
- b. 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.
- c. If the Application requires middleware or database software, Contractor shall maintain middleware and database software versions that are at all times fully compatible with current versions of the Operating System and Application to ensure that security vulnerabilities are not introduced.

c. Comptroller Audit Requirements

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

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

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

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

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

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

- d. **Business Continuity Requirements.** The Contractor shall maintain set(s) of documents, instructions, and procedures which enable the Contractor to respond to accidents, disasters, emergencies, or threats without any stoppage or hindrance in its key operations ("Business Continuity Requirements"). Business Continuity Requirements shall include:
- (1) "Disaster Recovery Capabilities" refer to the actions the Contractor takes to meet the Recovery Point and Recovery Time Objectives defined below. Disaster Recovery Capabilities shall meet the following objectives:
    - i. **Recovery Point Objective ("RPO").** The RPO is defined as the maximum targeted period in which data might be lost from an IT service due to a major incident: ZERO (0) MINUTES]
    - ii. **Recovery Time Objective ("RTO").** The RTO is defined as the targeted duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a break in business continuity: FIVE (5) MINUTES
  - (2) The Contractor and the Subcontractor(s) shall perform at least one Disaster Recovery Test every three hundred sixty-five (365) days. A "Disaster Recovery Test" shall mean the process of verifying the success of the restoration procedures that are executed after a critical IT failure or disruption occurs. The Disaster Recovery Test shall use actual State Data Sets that mirror production data, and success shall be defined as the Contractor verifying that the Contractor can meet the State's RPO and RTO requirements. A "Data Set" is defined as a collection of related sets of information that is composed of separate elements but can be manipulated as a unit by a computer. The Contractor shall provide written confirmation to the State after each Disaster Recovery Test that its Disaster Recovery Capabilities meet the RPO and RTO requirements.
- E.8. **State Furnished Property.** The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible personal property furnished by the State for the Contractor's use under this Contract. Upon termination of this Contract, all property furnished by the State shall be returned to the State in the same condition as when received, less ordinary wear and tear. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the fair market value of the property at the time of loss.
- E.9. **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.10. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's Response to RFP Solicitation #34901-001140 (Attachment 6.2.) and resulting in this Contract.

The Contractor shall assist the State in monitoring the Contractor's performance of this commitment by providing, as requested, a monthly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, service-disabled veterans, and persons with disabilities. Such reports shall be provided to the State of Tennessee Governor's Office of Diversity Business Enterprise in the TN Diversity Software available online at:  
<https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9810>.

- E.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. Extraneous Terms and Conditions. Contractor shall fill all orders submitted by the State under this Contract. No purchase order, invoice, or other documents associated with any sales, orders,

or supply of any good or service under this Contract shall contain any terms or conditions other than as set forth in the Contract. Any such extraneous terms and conditions shall be void, invalid and unenforceable against the State. Any refusal by Contractor to supply any goods or services under this Contract conditioned upon the State submitting to any extraneous terms and conditions shall be a material breach of the Contract and constitute an act of bad faith by Contractor.

**IN WITNESS WHEREOF,**

**CONTRACTOR LEGAL ENTITY NAME:**

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**CONTRACTOR SIGNATURE**

**DATE**

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

**DEPARTMENT OF SAFETY AND HOMELAND SECURITY:**

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**JEFF LONG, COMMISSIONER**

**DATE**

**ATTACHMENT ONE**

**ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE**

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

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

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**CONTRACTOR SIGNATURE**

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

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**PRINTED NAME AND TITLE OF SIGNATORY**

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**DATE OF ATTESTATION**