



**STATE OF TENNESSEE
DEPARTMENT OF CORRECTION**

**REQUEST FOR PROPOSALS
FOR
COMPLIANT REPORTING SOFTWARE**

RFP # 32901-31344

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1. INTRODUCTION

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

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

1.1. Statement of Procurement Purpose

The State is seeking a Contractor to provide and host a secure, web-based tracking system utilizing biometric features with enhanced Offender tracking capabilities as a form of electronic supervision for those assigned to Compliant Reporting. The web-based program would allow reporting capability for Offenders to phone in each month and answer a series of questions designed by the State. The web-based program would utilize biometrics in the form of voice recognition to verify the Offender’s identity prior to completing the check-in process. The program would document the Offender’s call in a case management format into the State’s designated OMS that the officer can then use to track his or her caseload. The program would also provide automated calendar reminder features for Offenders regarding appointments, check-ins, and other dates as requirements of their level of supervision.

The awarded Contractor’s solution shall be scalable and capable of expansion should the State’s needs change during the life of the contract.

The State has estimated the following populations:

The State estimates there will be a minimum of one thousand (1,000) Offenders monitored monthly and there will be a minimum of three hundred (300) State employees serving as users for the reporting system. The awarded solution must be able to accommodate an unlimited number of users and enrolled offenders at the State’s discretion.

- 1.1.2. The Maximum Liability for the State’s current contract which began July 1, 2022, and runs through June 30, 2024, is four hundred and twenty-three thousand nine hundred dollars (\$423,900.00)

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

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

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

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

1.3. Nondiscrimination

No person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of a Contract pursuant to this RFP or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The

Contractor pursuant to this RFP shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

1.4. RFP Communications

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

RFP # 32901-31344

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:

ERIK BUSBY, SOURCING ACCOUNT SPECIALIST
CENTRAL PROCUREMENT OFFICE
312 ROSA L. PARKS AVENUE
TENNESSEE TOWER, 3RD FLOOR
NASHVILLE, TN 37243
615.253.8900
EMAIL: ERIK.BUSBY@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:

VASHTI MICKINNEY
TITLE VI COORDINATOR
TENNESSEE DEPARTMENT OF CORRECTION
320 SIXTH AVENUE NORTH
NASHVILLE, TN 37243
615-253-8237
VASHTI.MCKINNEY@TN.GOV

1.4.3. Only the State's official, written responses and communications with Respondents are binding with regard to this RFP. Oral communications between a State official and one or more Respondents are unofficial and non-binding.

1.4.4. Potential Respondents must ensure that the State receives all written questions and comments, including questions and requests for clarification, no later than the Written Questions & Comments Deadline detailed in the RFP Section 2, Schedule of Events.

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

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

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

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

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

1.7. **Pre-Response Conference**

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

The conference will be held at: **Microsoft Teams meeting**

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 269 950 340 620

Passcode: Urr8q8

[Download Teams](#) | [Join on the web](#)

Join with a video conferencing device

stateoftn@m.webex.com

Video Conference ID: 112 589 428 5

[Alternate VTC instructions](#)

Or call in (audio only)

[+1 629-209-4396,,718121911#](tel:+16292094396718121911#) United States, Nashville

Phone Conference ID: 718 121 911#

[Find a local number](#) | [Reset PIN](#)

[Learn More](#) | [Meeting options](#)

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 2.1. and on the date detailed in the RFP Section 2, Schedule of Events.

1.8. **Notice of Intent to Respond**

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

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

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

1.9. **Response Deadline**

A Respondent must ensure that the State receives a response no later than the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events. The State will not accept late responses, and a Respondent's failure to submit a response before the deadline will result in disqualification of the response. It is the responsibility of the Respondent to ascertain any additional security requirements with respect to packaging and delivery to the State of Tennessee. Respondents should be mindful of any potential delays due to security screening procedures, weather, or other filing delays whether foreseeable or unforeseeable.

2. RFP SCHEDULE OF EVENTS

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

EVENT	TIME (central time zone)	DATE
1. RFP Issued		FEBRUARY 12, 2024
2. Disability Accommodation Request Deadline	2:00 p.m.	FEBRUARY 15, 2024
3. Pre-response Conference	10:00 a.m.	FEBRUARY 20, 2024
4. Notice of Intent to Respond Deadline	2:00 p.m.	FEBRUARY 21, 2024
5. Written "Questions & Comments" Deadline	2:00 p.m.	FEBRUARY 28, 2024
6. State Response to Written "Questions & Comments"		MARCH 28, 2024
7. Additional Written "Questions & Comments" Deadline	2:00 p.m.	APRIL 5, 2024
8. State Response to Additional Written "Questions & Comments"		APRIL 25, 2024
9. Response Deadline	2:00 p.m.	MAY 17, 2024
10. State Schedules Respondent Oral Presentation		MAY 22, 2024
11. Respondent Oral Presentation		JUNE 5-6, 2024
12. State Completion of Technical Response Evaluations (RFP Att 6.2., Sections B, C, D)		JUNE 19, 2024
13. State Schedules System Testing		JULY 9, 2024
14. State System Testing & Demonstrations		JULY 15-26, 2024 (RESPONDENT #1) AUGUST 5-16, 2024 (RESPONDENT #2) AUGUST 26-SEPTEMBER 9, 2024 (RESPONDENT #3)
15. State Completes Scoring of System-Testing Results (RFP Attachment 6.2., Section E)		SEPTEMBER 13, 2024
16. State Opening & Scoring of Cost Proposals	2:00 p.m.	SEPTEMBER 16, 2024

17. Cost Negotiations with the Central Procurement Office		SEPTEMBER 17-SEPTEMBER 27, 2024
18. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	OCTOBER 1, 2024
19. End of Open File Period		OCTOBER 8, 2024
20. State sends contract to Contractor for signature		OCTOBER 9, 2024
21. Contractor Signature Deadline	2:00 p.m.	OCTOBER 15, 2024

- 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 2.1.).

3. RESPONSE REQUIREMENTS

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 should duplicate and use the RFP Attachment 6.2., Technical Response & Evaluation Guide to organize, reference, and draft the Technical Response by duplicating the attachment, adding appropriate page numbers as required, and using the guide as a table of contents covering the Technical Response.
- 3.1.1.2. A Technical Response should be economically prepared, with emphasis on completeness and clarity, and should **NOT** exceed 100 pages in length (maps, graphs, charts, as noted and included as an appendix will not count against this page limit). A response, as well as any reference material presented, must be written in English and must be written on standard 8 ½" x 11" pages (although oversize exhibits are permissible) and all text must be at least a 12 point font. All response pages must be numbered.
- 3.1.1.3. All information and documentation included in a Technical Response should correspond to or address a specific requirement detailed in the RFP Attachment 6.2., Technical Response & Evaluation Guide. All information must be incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will not contribute to evaluations.
- 3.1.1.4. The State may determine a response to be non-responsive and reject it if:
- a. the Respondent fails to organize and properly reference the Technical Response as required by this RFP and the RFP Attachment 6.2., Technical Response & Evaluation Guide; or
 - b. the Technical Response document does not appropriately respond to, address, or meet all of the requirements and response items detailed in the RFP Attachment 6.2., Technical Response & Evaluation Guide.
- 3.1.2. **Cost Proposal.** A Cost Proposal must be recorded on an exact duplicate of the RFP Attachment 6.3., Cost Proposal & Scoring Guide.

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

- 3.1.2.1. A Respondent must only record the proposed cost exactly as required by the RFP Attachment 6.3., Cost Proposal & Scoring Guide and must NOT record any other rates, amounts, or information.
- 3.1.2.2. The proposed cost shall incorporate ALL costs for services under the contract for the total contract period, including any renewals or extensions.
- 3.1.2.3. A Respondent must sign and date the Cost Proposal.
- 3.1.2.4. A Respondent must submit the Cost Proposal to the State in a sealed package separate from the Technical Response (as detailed in RFP Sections 3.2.3., *et seq.*).

3.2. Response Delivery

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

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

“RFP # 32901-31344 TECHNICAL RESPONSE ORIGINAL”

and TEN (10) digital copies of the Technical Response each in the form of one (1) digital document in “PDF” format properly recorded on its own otherwise blank, standard CD-R recordable disc or USB flash drive labeled:

“RFP # NUMBER TECHNICAL RESPONSE COPY”

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

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

“RFP # 32901-31344 COST PROPOSAL ORIGINAL”

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

“RFP # 32901-31344 COST PROPOSAL COPY”

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

- 3.2.3. A Respondent must separate, seal, package, and label the documents and copies for delivery as follows:

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

“DO NOT OPEN... RFP # 32901-31344 TECHNICAL RESPONSE FROM [RESPONDENT LEGAL ENTITY NAME]”

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

“DO NOT OPEN... RFP # 32901-31344 COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]”

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

“RFP # 32901-31344 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:

ERIK BUSBY
CENTRAL PROCUREMENT OFFICE
312 ROSA L PARKS AVE. NASHVILLE, TN 37243

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

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 2.2.). A response must address the final RFP (including its attachments) as amended.

4.2. RFP Cancellation

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

4.3. State Right of Rejection

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

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

4.4. Assignment & Subcontracting

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

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

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

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

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

4.5. Right to Refuse Personnel or Subcontractors

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

4.6. **Insurance**

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

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

4.7.1. All persons, agencies, firms, or other entities that provide legal or financial opinions, which a Respondent provides for consideration and evaluation by the State as a part of a response to this RFP, shall be properly licensed to render such opinions.

4.7.2. Before the Contract resulting from this RFP is signed, the apparent successful Respondent (and Respondent employees and subcontractors, as applicable) must hold all necessary or appropriate business or professional licenses to provide the goods or services as required by the contract. The State may require any Respondent to submit evidence of proper licensure.

4.7.3. Before the Contract resulting from this RFP is signed, the apparent successful Respondent must be registered with the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. The State shall not award a contract unless the Respondent provides proof of such registration or provides documentation from the Department of Revenue that the Contractor is exempt from this registration requirement. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation. To register, please visit the Department of Revenue's Tennessee Taxpayer Access Point (TNTAP) website for Online Registration and the Vendor Contract Questionnaire. These resources are available at the following:
<https://tntap.tn.gov/eservices/#1>

4.8. **Disclosure of Response Contents**

4.8.1. All materials submitted to the State in response to this RFP shall become the property of the State of Tennessee. Selection or rejection of a response does not affect this right. By submitting a response, a Respondent acknowledges and accepts that the full response contents and associated documents will become open to public inspection in accordance with the laws of the State of Tennessee.

4.8.2. The State will hold all response information, including both technical and cost information, in confidence during the evaluation process.

4.8.3. Upon completion of response evaluations, indicated by public release of a Notice of Intent to Award, the responses and associated materials will be open for review by the public in accordance with Tenn. Code Ann. § 10-7-504(a)(7).

4.9. **Contract Approval and Contract Payments**

4.9.1. After contract award, the Contractor who is awarded the contract must submit appropriate documentation with the Department of Finance and Administration, Division of Accounts.

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

4.9.3. No payment will be obligated or made until the relevant Contract is approved as required by applicable statutes and rules of the State of Tennessee.

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

4.10. **Contractor Performance**

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

4.11. **Contract Amendment**

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

4.12. **Severability**

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

4.13. **Next Ranked Respondent**

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

5. EVALUATION & CONTRACT AWARD

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
General Qualifications & Experience (refer to RFP Attachment 6.2., Section B)	50
Technical Qualifications, Experience & Approach (refer to RFP Attachment 6.2., Section C)	120
Oral Presentation (refer to RFP Attachment 6.2., Section D)	20
System Testing (refer to RFP Attachment 6.2., Section E)	210
Cost Proposal (refer to RFP Attachment 6.3.)	100

5.2. Evaluation Process

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

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

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

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

a. the response adequately meets RFP requirements for further evaluation;

- b. the State will request clarifications or corrections for consideration prior to further evaluation; or,
- c. the State will determine the response to be non-responsive to the RFP and reject it.

5.2.1.3. Proposal Evaluation Team members will independently evaluate each Technical Response (that is responsive to the RFP) against the evaluation criteria in this RFP, and will score each in accordance with the RFP Attachment 6.2., Technical Response & Evaluation Guide.

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

5.2.1.5. The Solicitation Coordinator will invite each apparently responsive and responsible Respondent to make an Oral Presentation.

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 and for the State to test to better understand the practical application of the good or service as applicable. 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 or provided 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.

5.2.2. **System Testing**. The Solicitation Coordinator will invite the top **THREE** (3) ranked Respondents to participate in System Testing. The ranking will be determined after the Technical Response score is totaled and ranked (e.g., 1 – the best evaluated ranking, etc.).

5.2.2.1. Participation in the System Test is mandatory. The Solicitation Coordinator will schedule Respondents participating in the System Testing period indicated by the RFP Section 2, Schedule of Events. When the Respondent testing schedule has been determined, the Solicitation Coordinator will contact Respondents with the relevant information as indicated by RFP Section 2, Schedule of Events.

5.2.2.2. System Testing is only open to the invited Respondents, the Proposal Evaluation Team Members, the Solicitation Coordinator and, any technical consultants who are selected by the State to provide assistance to the Proposal Evaluation Team.

5.2.2.3. The System Test provides an opportunity for the Respondent to demonstrate, in person, the solution proposed during their response, and for the State to test how the Respondent's software works in real-time. During System Testing, each Respondent will be scored on the performance of the Compliant Reporting Software. Proposal Evaluation Team Members will call-in the designated telephone number assigned for testing and download the proposed mobile application, if applicable, that was presented during the oral presentations. Respondents must not materially alter their software. Respondents are required to provide software that is live and commercially, readily available for activation upon award. The Respondent shall designate a primary and secondary point of contact to be available during the System Testing period. The Respondent shall provide names, telephone numbers, and email addresses for the identified points of contact for technical support during the System Testing period should the Respondent be selected for System Testing within their Technical Proposals. The software must not be a "sandbox" or test environment application or test model, but rather a live version in use by other government entities. Failure to meet this requirement as outlined in RFP Attachment 6.2., Section A: Mandatory Requirements, may determine a Respondent to be non-responsive. Please refer to RFP Attachment 6.2. Field Test Evaluation Guide for more information. **Respondent pricing shall not be provided during system testing.** Respondents will be required to submit all corresponding instructions, software application links, during the in-person System Testing presentation as described in RFP Attachment 6.2. E. Upon the conclusion of the System Test period, the Respondent must provide all data captured during the System Testing period in a non-proprietary format on a storage media device to the Solicitation Coordinator.-After the System Test, presentation materials shall be given to the Proposal Evaluation Team.-No Respondent shall leave behind, hand off, or deliver any presentation materials, or application links not used during the System Test to any member of the Proposal Evaluation Team, Solicitation Coordinator, and/or any technical consultant selected by the State before, during, or after the System Test as part of their proposal.

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

- 5.2.2.5. Proposal Evaluation Team members will independently evaluate each System Test in accordance with the RFP Attachment Section 6.2., System Test Evaluation Guide, Section E.
- 5.2.2.6. Before Cost Proposals are opened, the Proposal Evaluation Team will review the Technical Response Evaluation record and any other available information pertinent to whether or not each Respondent is responsive and responsible. If the Proposal Evaluation Team identifies any Respondent that does not meet the responsive and responsible thresholds such that the team would not recommend the Respondent for Cost Proposal Evaluation and potential contract award, the team members will fully document the determination.
- 5.2.3. **Cost Proposal Evaluation.** The Solicitation Coordinator will open for evaluation the Cost Proposal of each Respondent deemed by the State to be responsive and responsible and calculate and record each Cost Proposal score in accordance with the RFP Attachment 6.3., Cost Proposal & Scoring Guide.
- 5.2.4. **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.

- 5.2.4.1. 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.
- 5.2.4.2. 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.
- 5.2.4.3. **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.
- 5.2.4.4. 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.
- 5.2.5. **Total Response Score.** The Solicitation Coordinator will calculate the sum of the Technical Response section scores and the Cost Proposal score and record the resulting number as the total score for the subject Response (refer to RFP Attachment 6.5., Score Summary Matrix).

5.3. Contract Award Process

- 5.3.1 The Solicitation Coordinator will submit the Proposal Evaluation Team determinations and scores to the head of the procuring agency for consideration along with any other relevant information that might be available and pertinent to contract award.
- 5.3.2. The procuring agency head will determine the apparent best-evaluated Response. To effect a contract award to a Respondent other than the one receiving the highest evaluation process score, the head of the procuring agency must provide written justification and obtain the written approval of the Chief Procurement Officer and the Comptroller of the Treasury.
- 5.3.3. The State will issue a Notice of Intent to Award identifying the apparent best-evaluated response and make the RFP files available for public inspection at the time and date specified in the RFP Section 2, Schedule of Events.

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

- 5.3.4. The Respondent identified as offering the apparent best-evaluated response must sign a contract drawn by the State pursuant to this RFP. The Contract shall be substantially the same as the RFP Attachment 6.6., *Pro Forma* Contract. The Respondent must sign the contract by the Contractor Signature Deadline detailed in the RFP Section 2, Schedule of Events. If the Respondent fails to provide the signed Contract by this deadline, the State may determine that the Respondent is non-responsive to this RFP and reject the response.

- 5.3.5. Notwithstanding the foregoing, the State may, at its sole discretion, entertain limited terms and conditions or pricing negotiations prior to Contract signing and, as a result, revise the *pro forma* contract terms and conditions or performance requirements in the State's best interests, PROVIDED THAT such revision of terms and conditions or performance requirements shall NOT materially affect the basis of response evaluations or negatively impact the competitive nature of the RFP and contractor selection process.
- 5.3.6. If the State determines that a response is non-responsive and rejects it after opening Cost Proposals, the Solicitation Coordinator will re-calculate scores for each remaining responsive Cost Proposal to determine (or re-determine) the apparent best-evaluated response.

RFP ATTACHMENT 6.1.**RFP # 32901-31344 STATEMENT OF CERTIFICATIONS AND ASSURANCES**

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

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

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

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

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

SIGNATURE:

PRINTED NAME & TITLE:

DATE:

**RESPONDENT LEGAL ENTITY
NAME:**

RFP ATTACHMENT 6.2. — Section A

TECHNICAL RESPONSE & 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 at least one of the following financial documents dated within the last three (3) months: (1) an official document or letter from an accredited credit bureau, indicating a satisfactory credit score for the Respondent (NOTE: A credit bureau report number without the full report is insufficient and will <u>not</u> be considered responsive.); (2) income statement, indicating the Respondent's financial operations; or (3) balance sheet, showing the Respondent's flow of funds. Any documentation disclosing the amount of cash flows from operating activities should be for the Respondent's most current operating period and must indicate whether the cash flows are positive or negative. If the cash	

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		<p>flows are negative for the most recent operating period, the documentation must include a detailed explanation of the factors contributing to the negative cash flows.</p> <p>NOTICE: All persons, agencies, firms, or other entities that provide opinions regarding the Respondent's financial status <u>must</u> be properly licensed to render such opinions. The State may require the Respondent to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders the opinions.</p>	
	A.4.	<p>Provide a statement that includes a maximum of one (1) page that includes the following information:</p> <p>(a). Confirmation that the Respondent can supply a web-based program to be accessible from all State-approved web browsers to include Microsoft Edge, Google Chrome and Firefox that is currently in use by other government agencies (Federal, State, or Local entities)</p> <p>(b). Confirmation that the Respondent can supply a web-based program that contains features for Offenders deemed Limited English Proficient (LEP).</p> <p>(c). Confirmation that the Respondent can supply a dedicated phone number for Offenders utilizing a land-line telephone to capture all voice responses.</p> <p>(c.). Confirmation that the Respondent can provide two-way communication between the State's Offender Management System (OMS) and the Respondent's software including information such as Offender profiles, data, and case notes, etc.</p> <p>(d). Confirmation that the Respondent can provide at a minimum one hundred (100) user accounts for designated State staff to utilize for supervision <u>and the ability to add unlimited users at the State's discretion.</u></p> <p>(e). Confirmation that the Respondent can accommodate at a minimum of <u>one thousand (1,000)</u> offenders up to an unlimited number at the State's discretion.</p> <p>(f). Confirmation that the Respondent has the capacity to securely store and maintain all collected data, including but not limited to: Offender call-in recordings and documents uploaded, during the term of the contract.</p> <p>(g). Confirmation that the Respondent's solution can generate reports based upon the information provided by the State to ensure all reports are in accordance with state policies, procedures and the SOS for active Offenders assigned to the Compliant Reporting program as referenced in Attachment Two. The solution shall also possess an ad hoc reporting database for the State to customize required reports as needed; in addition, the system shall include standardized, automated reports in which the State will use on a regular basis for the management and compliance of all active minimum risk Offenders and other Offenders utilizing this reporting feature as a form of supervision or sanction. The system shall be capable of providing a response time for a report request between two (2) to five (5) minutes upon request. The reports shall also be accessible to the State twenty-four (24) hours a day, seven (7) days a week.</p>	

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
	A.5.	Provide a statement that if selected for System Testing, the Respondent shall ensure that the data captured during the System Testing period is provided in a non-proprietary format on a storage media device at the end of the testing period.	
	A.6.	Provide a statement affirming that, if selected, the software presented by the Respondent for testing is live and available for activation upon award.	
	A.7.	Provide a statement attesting that, within the last five (5) calendar years, the Respondent has a minimum of three (3) years of experience providing all goods and services as outlined in this RFP and Pro Forma contract. The Respondent shall provide a minimum of (2) references where services have been rendered providing contact name, phone number, email, and organization.	
<i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i>			

RFP ATTACHMENT 6.2. — SECTION B**TECHNICAL RESPONSE & EVALUATION GUIDE**

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

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

RFP ATTACHMENT 6.2. — SECTION B (continued)

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

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<p>NOTE: In order to claim status as a Diversity Business Enterprise under this contract, businesses must be certified by the Governor's Office of Diversity Business Enterprise (Go-DBE). Please visit the Go-DBE website at https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9810 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.16.	<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.17.	<p>Provide a statement and any relevant details addressing whether the Respondent is any of the following:</p> <p>(a) is presently debarred, suspended, proposed for debarment, or voluntarily excluded from covered transactions by any federal or state department or agency;</p> <p>(b) has within the past three (3) years, been convicted of, or had a civil judgment rendered against the contracting party from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;</p> <p>(c) is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed above; and</p> <p>(d) has within a three (3) year period preceding the contract had one or more public transactions (federal, state, or local) terminated for cause or default.</p>
		<p>SCORE (for <u>all</u> Section B—Qualifications & Experience Items above): (maximum possible score = 50)</p>
State Use – Evaluator Identification:		

RFP ATTACHMENT 6.2. — SECTION C

TECHNICAL RESPONSE & EVALUATION GUIDE

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

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

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

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

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 an executive summary of the Respondent's offer. The executive summary must be no more than four (4) pages in type no smaller than ten (10) point font and must provide a concise summarization of the products and services being proposed that illustrates the Respondent's understanding of the State's requirements and project schedule, the planned approach to providing the services and accomplishing the State's objectives, and documentation as to why the software and services being proposed are the best value for the State.		10	
	C.2.	Provide a narrative that describes the methodology and approach to managing the project. The narrative must illustrate how the Respondent will manage the project, ensure completion of the scope of services, and accomplish required objectives within the State's project methodology.		10	
	C.3.	Provide a narrative with diagrams that illustrates and describes the web-based application, communications, and any other components of the proposed system.		20	
	C.4.	Provide a drafted project work plan for the delivery of services that includes tasks, duration estimates, resources, milestones, deliverables, and any other information or data to demonstrate the Respondent's understanding of the work required to successfully provide services to the State.		20	

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.5.	Provide a narrative that illustrates how the proposed solution will serve as a form of electronic supervision.		30	
	C.6.	Provide a narrative that illustrates how the Respondent will provide a system utilizing voice recognition technology to validate the identity of assigned Offenders. Respondents may propose additional technological features such as facial recognition in addition to voice recognition.		30	
	C.7.	Provide a narrative that illustrates how the Offender will be enrolled and assign an Offender-specific PIN.		30	
	C.8.	Provide a narrative that illustrates how the proposed solution will incorporate State-defined reporting question content.		30	
	C.9.	Provide a narrative that illustrates how the Respondent will provide a dedicated landline telephone option for Offenders without cellular phones or applicable cellular service across LTE networks.		30	
	C.10.	Provide a narrative that illustrates how the proposed solution can be scaled and have the capacity to enroll a minimum of one thousand (1,000) offenders with an unlimited offender capacity at the State's discretion.		30	
	C.11.	Provide a narrative that illustrates how the proposed solution can be accessed from a variety of platforms by officers and offenders such as cell phones, tablets, PCs and/or other devices for State staff.		30	
	C.12.	Provide a narrative that illustrates how the proposed solution will utilize role-based security profiles and have the capability to connect to the State's active directory environment.		30	
	C.13.	Provide a narrative that illustrates how the proposed solution will incorporate the Standards of Supervision (SOS), which must be configurable , as set forth in Attachment Two, TDOC Policy #704.01 into the software.		30	
	C.14.	Provide a narrative that illustrates how the Respondent will provide unlimited talk, text, videoconferencing, and video		30	

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
		chat services within the proposed solution.			
	C.14.	Provide a narrative that illustrates how the proposed solution will provide alerts to include: <ol style="list-style-type: none"> 1. automated call-back 2. text messages to offenders who fail to call-in as required (in the form of late reminders) 		30	
	C.15.	Provide a narrative that illustrates how the Respondent will comply with the State's data storage regulations https://www.tn.gov/finance/strategic-technology-solutions/strategic-technology-solutions/sts-security-policies.html to capture and store recordings of video conferences, uploaded documents, Offender call-ins, and text messages. Respondent's solution must be hosted at the Contractor's dedicated location and must pass the State's Vulnerability Management Team assessment and meet one of the three certifications: FEDRAMP, SOC 2 Type II or ISO.		30	
	C.16	Provide a narrative that illustrates how the proposed solution will allow designated State staff to listen to vendor-saved recorded calls and view uploaded documents from enrolled offenders.		20	
	C.17.	Provide a narrative that illustrates how the proposed solution will transmit data between the State's Offender Management System ("OMS") and the Respondent's system in an encrypted format acceptable to the State to meet all applicable State security requirements.		30	
	C.18.	Provide a narrative that illustrates how the proposed solution will provide automated calendar reminders by way of telephone call or text message for upcoming appointments <u>which can be tracked in the proposed solution and the offender management system.</u> To include but not be limited to: <ol style="list-style-type: none"> 1. mandatory reporting 2. treatment services 3. court appearances 4. Programming 		30	

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.19.	Provide a narrative that illustrates how the proposed solution will possess the ability to upload and retain documents to include paycheck stubs and other various documents for compliance purposes as determined by the State.		20	
	C.20.	Provide a narrative that illustrates how the proposed solution will provide State staff with ability to monitor Offender special conditions including alerts for completion of special conditions and other conditions as designated by the State.		30	
	C.21.	Provide a narrative that illustrates how the proposed solution will be designed to select and notify enrolled Offenders <u>to include but not limited to the below:</u> <ol style="list-style-type: none"> 1. random drug screens 2. track status of drug screens 3. receive test results of drug screens of all Offenders 		30	
	C.22.	Provide a narrative that illustrates how the proposed solution will provide services to those deemed Limited English Proficient (LEP). Include a sample quick reference guide and PIN card.		20	
	C.23.	Provide a narrative that illustrates how the Respondent will report at a minimum enrollment number of one thousand (1,000), to-do lists, complete vs incomplete requirements for Offenders.		20	
	C.24.	Provide a narrative that illustrates how the proposed solution can provide reports in a variety of electronic formats to include, but not be limited, to Excel or pdf.		30	
	C.25.	Provide a narrative that illustrates how the proposed solution can generate ad hoc reports.		20	
	C.26.	Provide a narrative that illustrates how the proposed solution will autogenerate State approved forms such as enrollment forms in pdf and Microsoft Word format.		20	
	C.27.	Provide a narrative that illustrates how the proposed solution will be designed		20	

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
		to provide the State with comprehensive statistical dashboards including but not limited to outstanding tasks to be completed by State staff and Offenders.			
	C.28.	Provide a narrative that illustrates how the Respondent will notify the State prior to any planned system downtime or maintenance.		30	
	C.29.	Provide a narrative that illustrates how the Respondent will provide technical support when contacted by the State and on-site assistance at the appropriate State office as needed by the State.		20	
	C.30.	Provide a training plan and timeline to train State staff regarding the proposed solution's enrollment process including refresher training, new employee training, and any other applicable training necessary because of system enhancements and updates.		20	
	C.31.	Provide an implementation plan detailing how the Respondent will work with the State to implement the requirements as outlined the scope of services of the Pro Forma Contract in RFP ATTACHMENT 6.6. within a minimum of sixty (60) days after contract execution. The plan must include a timeline/schedule detailing how the Respondent will onboard enrolled Offenders within a maximum of ninety (90) days after contract implementation in accordance with TDOC Policy # 704.01.1, as referenced in Attachment Two to utilize the required features as a tool of supervision for minimum risk Offenders.		20	
Total Raw Weighted Score					
Maximum Possible Raw Weighted Score <i>(i.e., 5 x the sum of item weights above)</i>			x 120 (maximum section score)	= SCORE:	
<i>State Use – Evaluator Identification:</i>					

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
<i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i>					

RFP ATTACHMENT 6.2.— SECTION D

TECHNICAL RESPONSE & 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 oral presentation or field test response to each item. **The Respondent and each identified Subcontractor must be present in-person to provide a response to each item. The Respondent and each identified Subcontractor will be allowed to send a maximum of two (2) representatives, per company, to conduct Oral Presentations. Respondents will have, at maximum, one hundred and twenty (120) minutes to address all identified Oral Presentation Items.**

The Respondent must provide a detailed list of all software to be presented during oral presentations to the Solicitation Coordinator no later than two (2) business days prior to the Respondent's designated presentation date and time. Failure to present the items as outlined in the submitted technical proposal could result in the Respondent being rendered non-responsive. All presentations will be recorded and will become property of the State available for inspection during the open file period.

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

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

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

RESPONDENT LEGAL ENTITY NAME:				
Oral Presentation Items		Item Score	Evaluation Factor	Raw Weighted Score
D.1.	The Respondent was able to describe and demonstrate the design and full operation of the proposed software, to include technical qualifications as related to proposed solutions for delivery of services, Offender enrollment, user access accounts and capabilities, and all other features of the proposed software.		10	
D.2.	The Respondent was able to describe and demonstrate the compliance with the State's data storage regulations https://www.tn.gov/finance/strategic-technology-solutions/strategic-technology-solutions/sts-security-policies.html to capture and store recordings of video conferences, uploaded documents, Offender call-ins, and text messages. The Respondent was able to describe how the solution meets one of the three certifications: FEDRAMP, SOC 2 Type II or ISO.		10	
Total Raw Weighted Score (<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.				
a	$\frac{\text{total raw weighted score}}{\text{maximum possible raw weighted score}}$ (<i>i.e., 5 x the sum of item weights above</i>)	X 20 (<i>maximum section score</i>)	= SCORE:	
<i>State Use – Evaluator Identification:</i>				

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

RFP ATTACHMENT 6.2. — SECTION E- PART 1

SYSTEM TESTING EVALUATION GUIDE-PART 1

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

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

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

Proposal Evaluation Team members will independently evaluate each Field Test in accordance with RFP Attachment 6.2., System Test Evaluation Guide, Section E Part 1 and Part 2.

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

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

System Test Software Demonstration

The Solicitation Coordinator will contact the Respondent and provide their designated date, time, and location for conducting a system software demonstration for System Testers prior to the Respondent's scheduled start date for System Testing. During the presentation, Respondents shall demonstrate how to enroll and remove Offenders, provide overview of the software covering user account permission and set-up for the individuals involved in System Testing. officer and the State's identified monitoring center for proper monitoring during the identified System-Testing period. The Respondent and each identified Subcontractor is required to conduct end-user product demonstration in-person. The Respondent and each identified Sub-Contractor will be allowed to send a maximum of two (2) representatives to conduct product demonstrations. The Respondent and each identified Sub-Contractor will be provided a maximum of one-hundred eighty (180) minutes to give a full end-user demonstration.

The Respondent shall supply all requested tester log-in accounts and access weblinks to the designee provided by the Solicitation Coordinator in the exact quantity identified by the State at the conclusion of the demonstration. Any additional software shall not be accepted nor evaluated by the State and may potentially render a Respondent disqualified. The Solicitation Coordinator will confirm with the designee the receipt of all test login information and weblinks in the identified quantity and instructional documents. If a Respondent's identified links and instructional documents are not received in its correct and identified quantity and style at the conclusion of the end-user system demonstration, the Respondent will be deemed non-responsive and will forfeit their ranking in the Proposal Evaluation for award consideration.

The Respondent shall provide contact information including names, phone numbers, and email addresses for a primary and secondary point of contact for technical support during the System Testing period should the Respondent be selected for System Testing within their Technical Proposals.

The Respondent's software shall be active and ready for live System Testing by 8:00 a.m. on the designated start date of the System Test.

The Respondent shall not communicate with the State during the System Testing period with the exception of technical support inquiries from the Respondent's designated points of contact.

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section E— System Testing Items	Item Score	Evaluation Factor	Raw Weighted Score
	E.1.	The Respondent's proposed solution is designed with the ability to onboard/enroll Offenders via a State-approved internet browser as referenced in section A.5.f. of the Pro Forma contract. The solution must also be able to discharge identified offenders.		50	
	E.2.	The Respondent's proposed solution shall record Offender check-ins and be available for playback as referenced in section A.5.29. of the Pro Forma contract..		50	
	E.3.	The Respondent's solution shall require Offenders to respond to prompted questions during scheduled reporting as referenced in section A.5.8 of the Pro Forma contract		50	
	E.4.	The Respondent's solution shall provide a way to securely and accurately identify enrolled offenders and have the ability to provide configurable questions (e.g., residence, employment, special conditions, etc.) to the individual or selected offender population.		40	
	E.5.	The Respondent's proposed solution provided dedicated identifiable and accessible Limited English Proficiency (LEP) functionality.		20	
	E.6.	The Respondent's proposed solution provided a dedicated and efficient live customer and technical support number for Offenders and State staff to utilize during standard State		30	

		business hours (Monday-Friday, 8am-4:30pm CST) and after-hours assistance as referenced in section A.5.1.d. of the Pro Forma contract			
	E.7.	The Respondent's proposed solution provides the functionality to automatically advise the next scheduled call-in reporting date as referenced in section A.5.13. of the Pro Forma contract		30	
	E.8.	The Respondent's proposed solution provides the functionality for the end user to communicate via a designated text message system with the assigned Offenders on their caseload as referenced in section A.5.28.b.of the Pro Forma contract.		40	
	E.9.	The Respondent's proposed solution provides the functionality to conduct video-conference calls with staff and Offenders as referenced in section A.5.28.a of the Pro Forma contract.		30	
	E.10.	The Respondent's proposed solution provides the functionality for the Offender to receive automated calendar reminders via text message and phone calls which are configurable by the State as referenced in sections A.9.1 and A.9.2 of the Pro Forma contract.		30	
	E.11.	The Respondent's proposed solution provides the functionality to generate reports into Excel and pdf formats as referenced in section A.6. of the Pro Forma contract.		30	
<p><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></p>			Total Raw Weighted Score:		
			(sum of Raw Weighted Scores above)		
<p>Total Raw Weighted Score</p> <hr/> <p>Maximum Possible Raw Weighted Score</p> <p><i>(i.e., 5 x the sum of item weights above)</i></p>			<p>X 210</p> <p><i>(maximum possible score)</i></p>		<p>= SCORE:</p> <div style="border: 1px solid black; width: 100px; height: 40px; margin: 0 auto;"></div>
<p>State Use – Evaluator Identification:</p>					

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

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. Respondents shall enter proposed costs for services on a per Offender/per month basis using the Estimated Monthly Volume of Users Enrolled list on each line below. Pricing for the proposed solution must be inclusive of the costs of all associated access to all monitoring software and software updates and access to all mobile applications (if any).

Zero dollar costs associated on costs for services are not acceptable. Respondents must identify an amount no less than one cent (\$0.01) for each line-item deliverable. Failure to identify an amount on each line-item deliverable may render a Respondent non-responsive.

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.

RESPONDENT SIGNATURE:								
PRINTED NAME & TITLE:								
DATE:								
RESPONDENT LEGAL ENTITY NAME:								
Cost Item Description	Proposed Cost					State Use ONLY		
	JULY 1, 2024-JUNE 30, 2025	JULY 1, 2025-JUNE 30, 2026	JULY 1, 2026-JUNE 30, 2027	JULY 1, 2027-JUNE 30, 2028	JULY 1, 2028-JUNE 30, 2029	Sum	Evaluation Factor	Evaluation Cost (sum x factor)
OFFENDER REPORTING (2,000 AND UP)	\$ / UNIT	\$ / UNIT	\$ / UNIT	\$ / UNIT	\$ / UNIT		45	
OFFENDER REPORTING (1,500-1,999)	\$ / UNIT	\$ / UNIT	\$ / UNIT	\$ / UNIT	\$ / UNIT		40	
OFFENDER REPORTING (1,000-1,499)	\$ / UNIT	\$ / UNIT	\$ / UNIT	\$ / UNIT	\$ / UNIT		25	
OFFENDER REPORTING (500-999)	\$ / UNIT	\$ / UNIT	\$ / UNIT	\$ / UNIT	\$ / UNIT		15	
TOTAL EVALUATION COST AMOUNT (sum of evaluation costs above):								
The Solicitation Coordinator will use this sum and the formula below to calculate the Cost Proposal Score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.								
$\frac{\text{lowest evaluation cost amount from all proposals}}{\text{evaluation cost amount being evaluated}}$						$\times 100$	$= \text{SCORE:}$	
State Use – Solicitation Coordinator Signature, Printed Name & Date:								

REFERENCE QUESTIONNAIRE

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

The Respondent will be solely responsible for obtaining completed reference questionnaires as detailed below.. Provide references from individuals who are not current State employees of the procuring State Agency for projects similar to the goods or services sought under this RFP and which represent:

- two (2) contracts Respondent currently services that are similar in size and scope to the services required by this RFP; and
- three (3) completed contracts that are similar in size and scope to the services required by this RFP.

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 individual contact reference provided for each contract or project shall not be a current State employee of the procuring State agency. Procuring State agencies that accept references from another State agency shall document, in writing, a plan to ensure that no contact is made between the procuring State agency and a referring State agency. The standard reference questionnaire, should be used and completed, and is provided on the next page of this RFP Attachment 6.4.

In order to obtain and submit the completed reference questionnaires following one of the two processes below.

Written:

- (a) Add the Respondent's name to the standard reference questionnaire at RFP Attachment 6.4. and make a copy for each reference.
- (b) Send a reference questionnaire and new, standard #10 envelope to each reference.
- (c) Instruct the reference to:
 - (i) complete the reference questionnaire;
 - (ii) sign and date the completed reference questionnaire;
 - (iii) seal the completed, signed, and dated reference questionnaire within the envelope provided;
 - (iv) sign his or her name in ink across the sealed portion of the envelope; and
 - (v) return the sealed envelope directly to the Respondent (the Respondent may wish to give each reference a deadline, such that the Respondent will be able to collect all required references in time to include them within the sealed Technical Response).
- (d) Do NOT open the sealed references upon receipt.
- (e) Enclose all sealed reference envelopes within a larger, labeled envelope for inclusion in the Technical Response as required.

Email:

- (a) Add the Respondent's name to the standard reference questionnaire at RFP Attachment 6.4. and make a copy for each reference.
- (b) E-mail a reference questionnaire to each reference.
- (c) Instruct the reference to:
 - (i) complete the reference questionnaire;
 - (ii) sign and date the completed reference questionnaire;
 - (iii) E-mail the reference directly to the Solicitation Coordinator by the RFP Technical Response Deadline with the Subject line of the e-mail as "[Respondent's Name] Reference for RFP # 32901-31344".

NOTES:

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

- While the State will base its reference check on the contents of the reference e-mails or sealed reference envelopes included in the Technical Response package, the State reserves the right to confirm and clarify information detailed in the completed reference questionnaires, and may consider clarification responses in the evaluation of references.
- The State is under no obligation to clarify any reference information.

RFP # 32901-31344 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:
Solicitation Coordinator Name and E-Mail Address

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

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

NAME:	
TITLE:	
TELEPHONE #	
E-MAIL ADDRESS:	

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

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

RFP ATTACHMENT 6.5.

SCORE SUMMARY MATRIX

	<i>RESPONDENT NAME</i>		<i>RESPONDENT NAME</i>		<i>RESPONDENT NAME</i>	
GENERAL QUALIFICATIONS & EXPERIENCE (maximum: 50)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	AVERAGE:		AVERAGE:		AVERAGE:	
TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH (maximum: 120)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	AVERAGE:		AVERAGE:		AVERAGE:	
ORAL PRESENTATION (maximum: 20)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	AVERAGE:		AVERAGE:		AVERAGE:	
SYSTEM TEST (maximum:210)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	AVERAGE:		AVERAGE:		AVERAGE:	
COST PROPOSAL (maximum: 100)	SCORE:		SCORE:		SCORE:	
TOTAL RESPONSE EVALUATION SCORE: (maximum: 500)						

Solicitation Coordinator Signature, Printed Name & Date:

RFP # 32901-31344 *PRO FORMA* CONTRACT

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

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

This Contract, by and between the State of Tennessee, Department of Correction (“State”) and Contractor Legal Entity Name (“Contractor”), is for the provision of Compliant Reporting Software, 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. “ADA” means the American with Disabilities Act of 1990, 42 U.S.C. § 12101 *et seq.* ,

b. “AES” means Arrest Event System, an automated arrest program that provides arrest reports based on input data from participating law enforcement agencies.

c. “Biometric Voiceprint” means technology used to verify a person’s identity by their unique vocal attributes..”

d. “CJIS” means Criminal Justice Information Services.

e. “CR” means Compliant Reporting , a level of supervision for qualifying Offenders that allows them to report through voice recognition software.

f. “CR System” means Compliant Reporting System, a technological based system utilized for low-risk Offenders as a form of supervision by the State.

g.. “Community Supervision” means a division of the Department of Correction tasked with supervising non-incarcerated Offenders who have been granted liberty in the community under probation,parole or determinate release.

h.. “Community Supervision Staff” means employees assigned to the division of the Department of Correction tasked with supervising non-incarcerated Offenders who have been granted liberty in the community under probation, parole or determinate release.

i. “DRC” means Day Reporting Center , a facility providing services including but not limited to: behavioral health and substance use treatment, cognitive behavioral Evidence-Based Programming, employment readiness, and case management services.

j.”Disaster Recovery Plan” means a documented process or set of procedures to recover and protect business IT in the event of a disaster.

k. “District” means a geographical subdivision of the State for oversight of Probation and Parole supervision.

- l. "District Director" means a staff member within the Tennessee Department of Correction providing executive leadership and strategic direction for Offender supervision within a geographical subdivision of the State.
- m. "DTMF" means Dual-Tone Multi-Frequency, a method used to dial telephone numbers to issue commands to switching systems.
- n. "FTP" means File Transfer Protocol, a standard communication protocol used for the transfer of computer files from a server to a client on a computer network.
- o. "IT" means Information Technology, a set of related fields that encompass computer systems, software, programming languages and data and information processing and storage.
- p. "IVR" means Interactive Voice Response Offender Tracking System, an online telephonic computer aided software used for offenders reporting to the Compliant Reporting program.
- q. "LEP" means Limited English Proficiency, the standard term of description used in the United States to refer persons who do not speak English as their primary language and who have a limited ability to read, speak, write, or understand English.
- r. "Offender" means a person who having sentence of conviction for a felony offense and is being supervised in the community by the Tennessee Department of Correction.
- s. "OMS" means Offender Management System, the information system of record used by the Tennessee Department of Correction for management of felony Offenders incarcerated or supervised by the Department.
- t. "PIN" means Personal Identification Number, a numeric or alpha-numeric password used in the process of authenticating a user accessing a system.
- u. "PPO" means Probation Parole Officer, all persons actively employed as PPOs I, II, and III with the Tennessee Department of Correction.
- v. "RNA" means Risk and Needs Assessment, an instrument that utilizes motivational interaction and interview techniques to collect Offender-specific information to more accurately identify crime-producing attributes of each Offender and to make more appropriate and productive recommendations for the Offender's level of programming.
- w. "SFTP" means Secure File Transfer Protocol, a file protocol for transferring large files over the web. It builds on the File Transfer Protocol ("FTP") and includes Secure Shell ("SSH") security components.
- x. "SSH" means Secure Shell, a cryptographic component of internet security.
- y. "SMTP" means Simple Mail Transfer Protocol, the protocol used for sending e-mail over the internet.
- z. "STS" means Strategic Technology Solutions, a division of the State's Department of Finance and Administration serving as the State's central information processing organization and computer service bureau for all state agencies.
- aa. "TOMIS" means the Tennessee Offender Management Information System, a mainframe computer system that automates the management of information about Offenders under the supervision of the Tennessee Department of Correction.
- bb. "TLS" means Transport Layer Security, a security protocol designed to facilitate private and data security for communications over the internet.

cc. "Unauthorized Removal" the Contractor's removal of key personnel or staff without prior written consent of the State. This may be considered by the State to be material breach of the contract and is subject to the exercise of termination and cancellation rights by the State.

A.3. The CR System is targeted for the management of low risk Offenders. However, the State recognizes that a CR system can also be used to enhance the management of high- risk Offenders and/or other Offender populations. The Compliant Reporting Software shall be web-based and provide reporting capability for a minimum of one (1,000) thousand Offenders who call in and answer a series of questions designed by the State. The system shall document the Offender's call from either a land-line telephone or mobile phone in a case management format compatible with the State's current Offender Management System (or any OMS adopted by the State) which the PPO can then use to track his or her caseload.

a. The Contractor shall provide access to a minimum of one hundred (100) Community Supervision Staff, including but not limited to: PPOs, managers, District Directors, and statewide administrators. Designated State staff shall be able to access the system on a standard web browser (Microsoft Edge Version-117.0.2045.43 or higher, Firefox, or Google Chrome) utilizing FIPS 140-2 validated technologies through a PC, equipped with Microsoft-supported Windows operating system, and Microsoft Office (including Office 365). PDF documents shall be compatible with Adobe Reader DC. The Contractor shall ensure that the Compliant Reporting System is compatible to operate on a state-issued mobile device browser using iOS operating systems.

A.4. General Requirements.

The Contractor shall provide and maintain a CR System, per the specifications of this Contract for the State. The Contractor shall possess or procure all equipment, services, support, materials, and supplies, necessary to provide the described system.

a. The Contractor shall retain ownership of the system, and shall be responsible for the functioning of the system on a day-to-day basis.

b. All Offender data collected by the Contractor system is owned by the State. The Contractor shall not sell or otherwise provide Offender data collected by the Contractor system to any third party.

c. The Contractor shall ensure that the Compliant Reporting System is accessible to Offenders and supervising officers from 7 a.m. to 10 p.m. Central Time, seven (7) days a week, each day of the year with a ninety-nine (99) percent up-time, during operating hours annually with the exception of scheduled system maintenance or interruptions on the Internet. The Contractor shall provide to the State a minimum of forty-eight (48) hours notification for all downtime, upgrades, and push notifications to ensure that the State has adequate time to adjust operations.

d. The Contractor shall provide dedicated live technical support services that shall include a dedicated toll-free number with an option for Spanish language assistance.

A.4.1. The Contractor shall have the capability of allowing for an expansion of the Compliant Reporting System for an unlimited number of Offenders and staff at the State's request.

a. The Contractor shall provide to the State a mobile application of the designated CR software for designated State staff usage from any state-issued mobile device.

b. The Contractor shall make available, at no cost to the State, any and all new technological features or enhancements to the services outlined in this Scope for integration.

c. The Contractor shall work with the State, including STS, to assure that mobile application development incorporates appropriate branding, design, technologies, and integrations with the State's web portal. The Contractor shall ensure that the Contractor's mobile application is compatible with the all supported versions of Apple's iOS.

d. The Contractor shall ensure that the Contractor's mobile application is compatible with Apple's iPhone and iPad.

e. The Contractor shall deliver deployable mobile application packages to the State Enterprise Development Solutions team for publishing on the State's section of Apple's App Store.

A.4.2. The Contractor shall host the CR System at the Contractor's location. The State shall not provide accommodations, including space, network connectivity, and printing capability, for Contractor personnel within State facilities except for that required to conducting training of State personnel on the CR System.

A.5. CR System Functionalities.

The Contractor shall ensure that the CR System provides the following functionalities:

a. A web-based enrollment and eliminate the need for duplicate data entry or manual enrollment of all minimum supervision Offenders identified by the State for participation in the program.

b. A system that accepts enrollment data extracted from in a form compatible with the State's OMS.

c. Allows authorized State employees to enroll Offenders in real-time via the internet compatible with Microsoft Edge Version 117.0.2045.43 or higher, Firefox, or Google Chrome.

d. An automated report that confirms new enrollments by TOMIS, or any OMS adopted by the State, identification number, date and time of enrollment, who enrolled the Offender and the Offender's supervising officer. The Contractor shall ensure that the automated report is visible to the supervising officer at their next log-on.

e. Searches enrollments by TOMIS (or any OMS adopted by the State) ID and officer caseload.

f. Enrolls Offenders within fifteen (15) minutes or less via a State-approved internet browser.

g. Allows authorized State employees to terminate Offenders from the Interactive Voice Response Offender Tracking System in real-time via the internet.

h. Uses the existing Offender identification number from TOMIS, or any OMS adopted by the State, for the express purpose of tracking the Offender in the web-based system.

A.5.1. The Contractor shall provide the following:

a. A toll free telephone number access to all officers, and all Offenders referred by the State to be used by Offenders and officers contacting the Contractor's help desk when problems arise, by officers to review voice files when changes in the Offenders' employment, residence, or arrest status are noted, and shall also be utilized by all other referred Offenders to make their scheduled report calls to the system.

b. A completed call shall be defined as a toll free telephone connection by the Offender in which all automated responses have been provided and has not been interrupted by any means until the completion of said responses. The Contractor's system shall refer the Offender to his/her probation or parole officer on any additional calls attempted per calendar month.

c. The designated toll-free help line for staff shall be included in all customer assistance functions provided by the Contractor. The Contractor shall ensure that all designated customer assistance representatives have access via electronic mail, website and telephone to help with any problems, issues or questions from state staff.

d. The Contractor shall make available to the State live customer assistance representatives to both Offenders and State staff by telephone during standard State business hours Monday

through Friday, between the hours of 8:00 AM to 4:30 PM, Central Standard Time and after hours assistance starting at 5:00PM, Central Standard Time until 10:00PM, Central Standard Time.

- A.5.2. The Contractor shall provide a service utilizing DTMF with an option to attendant for rotary calls. The Contractor shall ensure that the option to attendant is available, at a minimum, Monday through Friday, between the hours of 7:00AM to 10:00 PM, Central Standard Time. The Contractor shall ensure that the CR System accepts calls from cellular devices utilizing Android or Apple operating systems.
- A.5.3. The Contractor shall ensure that that at a minimum, the CR System supports use of a PIN, password ,or Biometric Voiceprint, facial recognition, or a combination of PIN, password and Biometric Voiceprint or facial recognition for identity authentication. The final combination for usage shall be approved by the State thirty (30) business days prior to the contract's effective date.
- A.5.4. At a minimum, the Contractor shall ensure that the CR System provides a bilingual capability for the Offender population in English and those designated as LEP to include the CR component and Customer Service. The Contractor shall ensure that documents intended for Offenders use, such as the quick reference guide, and PIN number cards shall be available at a minimum in both English and Spanish.
- A.5.5. The Contractor shall ensure that the CR System accepts State-defined call reporting question content. The State shall submit question content to the Contractor via electronic mail thirty (30) business days prior to the contract effective date. Upon notification from State, the Contractor shall make all revisions to question content within a timeframe mutually agreed upon by the State and Contractor in writing.
- A.5.6. The Contractor shall ensure that the Contractor's customer service representatives only answer technical and operational questions on how to operate the CR System. The Contractor shall ensure that Offenders shall be directed to call their supervising officer for all other questions that are not about how to operate the CR System.
- A.5.7. The Contractor shall submit frequently asked questions and responses in writing to the State for approval. After the State has approved frequently asked questions and responses, the Contractor shall post the frequently asked questions and responses, on the system web site and in the part of the CR System training manuals and quick reference guides.
- A.5.8. The Contractor shall ensure that the CR System accepts Offender calls according to a reporting schedule established by the State. The Contractor shall ensure that the CR System requires Offenders to respond to prompted questions within ten (10) seconds.
- A.5.9. The Contractor shall ensure that the CR System notifies the Offender if a call is seven (7) or more days after their scheduled reporting date. The Contractor shall ensure that the CR System instructs Offenders to call on the same day of each month as their date of birth. The Contractor shall ensure that the if an Offender calls seven (7) or more days late, the supervising officer shall be notified at the supervising officer's next system log-in.
- A.5.10. The Contractor shall ensure that the CR System performs follow-up procedures to Offenders who do not call-in within seven (7) days of their scheduled call-in date. Failure to follow-up places identified Offenders at risk being of reported on a late or missing list.
- A.5.11 The Contractor shall ensure that the CR System provides the telephone number from which the Offender is calling. If an Offender calls from a phone number where caller id has been disabled, the Contractor shall ensure that the CR System sends the caller a message to say the Offender must enable caller id on the number they are calling from to use the CR System.

- A.5.12. The Contractor shall ensure that the CR System accepts calls from phone numbers other than the Offender's original enrollment phone number.
- A.5.13. The Contractor shall ensure that the CR System automatically advises Offenders of next scheduled call-in date.
- A.5.14. The Contractor shall ensure that the CR System allows an officer to leave a custom voice message for a specific Offender, or a standard voice message for all Offenders at the District, regional, or State level. The Contractor shall ensure that the CR System retains voice messages until a call is completed.
- a. The CR System shall retain all completed calls and place in archive status for the duration of the contract term. At the end of the contract term, the Contractor shall provide to the State in an acceptable format all completed calls.
- A.5.15. The Contractor shall ensure that the CR System randomly advises ten (10) percent of the Offenders to mail in a pay stub to their officer when they call in to report or upload through the Contractor's mobile application, if available and provide notification to the PPO once completed.
- A.5.16. The Contractor shall ensure that the CR Tracking System collects and records the following data when an Offender calls in to report:
- a. Name;
 - b. TOMIS (or any OMS adopted by the State) identification number;
 - c. Change of address;
 - d. Change in phone number;
 - e. Change in employment;
 - f. Whether the Offender has had law enforcement contact;
 - g. Any significant issues that may need to be reported by the Offender;
 - h. Whether the Offender needs to speak with their supervising officer; and
 - i. Whether the Offender is current on their fees.
- A.5.17. The Contractor shall ensure that the CR System reports exceptions and allows officers to retrieve voice messages or listen to any of the following changes reported by Offenders:
- a. Change of address;
 - b. Change in phone number;
 - c. Change in employment;
 - d. Whether the Offender has had law enforcement contact;
 - e. Any other significant issues that may need to be reported by the Offender; and
- Difference between the Offender's phone number of record and the phone number from which the call originated.
- A.5.18. The Contractor shall ensure that the CR System shall provide reverse directory service to indicate where the Offender called from.
- A.5.19. The Contractor shall ensure that the CR System provides a service that is capable of archiving all voice response records received from Offenders. The Contractor shall ensure that messages remain 'immediately available, without running an archive query search in the Contractor system for three (3) years before being archived.
- A.5.20. The Contractor shall ensure that the CR System shall provide a service that is capable of archiving all data files in a format consistent with TOMIS, or any OMS adopted by the State. The Contractor shall ensure that records as listed within A.5.16. are collected by the Contractor for the Term of this contract and the Contractor shall provide such records to the State at the end of this contract. The Contractor shall ensure that the records are in a usable format acceptable to the State as referenced in Section E.7. of this contract. The records shall become sole property of the State upon close-out of the Contract.

- A.5.21. The Contractor shall remove Offender files and data from the CR System and return them to the State as requested by the State if the Offender:
- a. successfully completes supervision under the program;
 - b. has not reported as required or violated other State supervision conditions;
 - c. Under the above or any other condition defined by the State, the Contractor shall return Offender data and files to the State within seven (7) days of written notification by the State of Offender removal from the program. The Contractor shall ensure that data and files returned to the State shall be in a format compatible with TOMIS, or any OMS adopted by the State.
- A.5.22. The State shall determine how data on Offenders closed out of the Contractor system shall be handled and stored, including data for diversion Offenders whose records are to be expunged.
- A.5.23. The Contractor shall ensure that the CR System generates reminders to agents for auditing case status or special conditions and/or payment status.
- A.5.24. The Contractor shall ensure that CR System generates pre-formatted customized merge letters in English and Spanish for missed calls or other supervision-related reasons using State pre-approved templates.
- A.5.25. The Contractor shall ensure that CR System allows agents to generate merge letters in bulk.
- A.5.26. The Contractor shall ensure that the CR System generates random drug test notification to the Offender via text message and telephone calls with confirmation to supervising officer submitted through text message or email.
- A.5.27. The Contractor shall ensure that CR System allows online voice message retrieval by both Offenders and PPOs.
- A.5.28. The Contractor shall ensure that CR System provides unlimited talk, text, videoconferencing and video chat services accessible through the web-based solution or via the Contractor's mobile application. The Contractor shall ensure that the services required in Section A.5.28. of this Contract are accessible to both PPOs and Offenders enrolled into the system. The Contractor shall ensure that:
- a. The video conference feature has a connection time no less than sixty (60) seconds for both PPOs and Offenders through both the web-based solution or via the Contractor's mobile application.
- A.5.29. The Contractor shall ensure that the CR System records Offender check-ins and be available for playback in less than twelve (12) hours after the completed call.
- A.6. CR SYSTEM REPORTING CAPABILITIES

The Contractor shall ensure that the CR System allows authorized State staff to receive the following monthly reports from their workstations via internet access. The Contractor shall ensure that the CR System possesses an ad hoc reporting database for the State to customize required reports when needed. Upon request from the State, the CR System shall generate requested reports in less than fifteen (15) minutes in an excel or pdf format. The Contractor shall ensure that the CR System includes the following standardized, automated reports which provide at a minimum: Offender Name and Offender Management System Identification Number. The Contractor shall add automated reports to the CR System as directed by the State, in accordance with the Change Order process specified in Section A.7.12. of this Contract. The Contractor shall ensure that the CR System provides the following automated reports:

- a. The number of Offenders enrolled in the service monthly.

- b. The number of calls received each month.
- c. The number of Offenders who have called late.
- d. The number of Offenders who have failed to report for the month.
- e. The number of Offenders who have been exited from the service monthly and the reason why, including discharge, violation, and unemployment.
- f. Offender address changes.
- g. Offender employment changes.
- h. Offender list by officer.
- i. Offender list by location.
- j. Agency-wide Offender list.
- k. Reporting compliance by the following data points: officer, location, Agency-wide by month.
- l. Action-based to-do lists for supervision condition compliance monitoring.
- m. Automated and officer created Offender case notes.
- n. Automated Offender letter generator using pre-approved State templates.
- o. Existing Offender caseload and exception reporting.
- p. Real-time Offender compliance statistics.
- q. Generate reminders to officers for all out of compliance situations.
- r. Maintain case events of all activities performed on each case by user logon.
- s. Maintain a call history with complete details of each call received from or made to an Offender and any messages left.
- t. System monthly availability report determining whether Contract met required service levels, as specified in Contract Section A.4.c.
- u. Which Offenders are delinquent on vendor fees and how many vendor payments the Offender has missed.
- v. Which Offender(s) have attempted to call in using a rotary phone and were unable to successfully complete their scheduled call.

A.6.1. The Contractor shall make all reports, documents and materials available to the State immediately upon request for review, inspection and/or audit.

A.6.2. The Contractor shall ensure that the CR System allows for pre-set and ad-hoc reports to be created and run on an individual PPOs caseload both automatically and upon request.

A.6.3. The Contractor shall make all reports, documents and materials available to the State immediately upon request for review, inspection and/or audit.

A.6.4. The Contractor shall ensure that the CR System allows for pre-set and ad-hoc reports to be created and run on an individual PPOs caseload both automatically and upon request.

- A.7. Technology Requirements. The CR System shall be a fully hosted, stand-alone system in accordance with State-approved hosting standards.
- A.7.1. Data Interchange: The State shall provide Offender data extracted from TOMIS, or any OMS adopted by the State, to the Contractor either by SFTP or a State secure site. The Contractor shall ensure that the CR System, where it interfaces with the State's Information Technology Infrastructure shall comply with all State of Tennessee Enterprise Technology Architecture requirements as set forth by STS..
- a. Test Load: The State shall provide an automated load of data extracted from TOMIS, or any OMS adopted by the State, for all Offenders participating in the test cycle of the IVR Offender Tracking System. The data shall be conveyed to the Contractor by the State either via SFTP, or State secure site then downloaded to the Contractor system by the Contractor.
- b. Implementation Load: After the State validates and verifies data from Contractor system amassed during the thirty (30) day testing cycle, the State shall provide an automated load of data extracted from TOMIS, or any Offender MIS adopted by the State, for all Offenders participating in the IVR Offender Tracking System. The data shall be conveyed to the Contractor by the State either SFTP, or a State secure site then downloaded to the Contractor system by the Contractor.
- c. Daily Update: After completion of interface testing and beginning at the onset of the program, the Contractor shall provide daily updates from the IVR Offender Tracking System to the State's Program Manager. The State shall then download files extracted from IVR Offender Tracking System to TOMIS, or any Offender MIS adopted by the State.
- A.7.2. The Contractor shall provide an Internet based application that shall provide access to authorized State employees. The Contractor shall ensure that the CR System shall provide the capability to exchange information and communicate with the State. The Contractor shall be responsible for loading the data into the CR System.
- A.7.3. The Contractor shall ensure that the CR System provides designated State staff with unique identification numbers for the express purpose of providing access to the web-based application system via a log-in screen or in the alternative, enable automatic logon to the system in concert with the user logon on to the TOMIS, or any OMS adopted by the State, system.
- A.7.5. The Contractor shall ensure that the CR System uses the existing TOMIS, or any OMS adopted by the State, Offender ID for the express purpose of tracking the Offender in the web-based application.
- A.7.6. The Contractor shall provide full e-mail capabilities or other on-line, real-time means of communication between the State and Contractor. The Contractor shall ensure that the CR System communicates with any SMTP e-mail system designated by the State.
- A.7.7. The Contractor shall ensure that the CR System receives files from TOMIS, or any OMS adopted by the State, as specified in Section A.5. of this Contract.
- A.7.8. The Contractor shall ensure that the CR System provides Offender call information to the State, either via the Contractor's application or by SFTP with files in a format compatible with TOMIS, or any OMS adopted by the State, so that the information can be downloaded to TOMIS, or any OMS adopted by the State, by authorized State staff.
- A.7.9. The Contractor shall ensure the CR System shall allow authorized State staff to receive/retrieve all required reports as specified in the Contract from the employees' state-issued devices via internet access.
- A.7.10. The Contractor shall ensure that the approved CR System shall require no additional software to be installed at State locations.

A.7.11. The Contractor shall provide, at no additional pricing to the State, all appropriate personnel and personnel time to effect any changes that are needed to maintain the functionality of the CR System.

A.7.12. 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.7.13. The Contractor shall provide a CR System that restricts access to only authorized State users and state-issued devices, and that maintains confidentiality by a minimum of one hundred twenty-eight (128) bit encryption of any and all information transmitted over the internet.

A.7.14. The Contractor shall be responsible for ensuring that all systems and applications are compatible with and fully functional with all Microsoft-supported versions of Microsoft Internet Explorer using the latest State approved TLS)

A.7.15. The Contractor shall provide accommodations to comply with ADA, including, but are not limited to, systems that are compatible with Telecommunication Technology for Persons who are deaf and hard of hearing as defined in section A.2. of this Contract.

A.8. DATA SECURITY, DATA ARCHIVING AND REMOVAL REQUIREMENTS

a. The Contractor shall submit to the State no later than thirty (30) calendar days upon Contract effective date a data security, archiving and removal plan which ensures confidentiality of all data and Offender identification with limited access to records. that shall be subject to review and approval by the State's Chief Information Officer or their designee.

b. The Contractor shall host the CR system on a cloud-based server specific to the State. The server shall only include data from the Tennessee Department of Correction. The Contractor shall not host any other agency's data and associated materials on the State of Tennessee's dedicated server.

A.8.1. The Contractor shall not allow any breach or evaluation of data collected for the State. In the event of a breach beyond the control of the Contractor, the Contractor shall report any breach of its Interactive Voice Response Offender Tracking System to the State within sixty (60) minutes of Contractor becoming aware of the Breach.

A.8.1.a. The Contractor's web-based solution and mobile application shall be hosted in a State-approved, certified environment as referenced in section E.6. of this contract. Failure to host in a State-approved environment shall constitute as a breach of contract and be subject to termination.

A.8.2. Emergency Communications with the State.

In the event of a server outage, the Contractor shall restore the CR System software and all associated servers within thirty (30) minutes hours and shall keep the State informed of all efforts being made to bring the server online. In the event the server is unable to be resorted within the defined time frame, the Contractor shall provide an expected time frame of server restoration to continue operations. The Contractor shall ensure that:

A.8.2.1. Offender information shall be 'live' or available for immediate retrieval by officers for three (3) years before archiving.

A.8.2.2. Archived Offender information shall be available for retrieval until the Contractor provides all archived files and data to the State at the end of the contract.

A.8.2.3. The Contractor shall remove Offender files and data from the CR Offender Tracking System and return them to the State as requested by the State if the Offender:

a. successfully completes supervision under the program or;

b. has not reported as required or violated other State supervision conditions or;

c. Under the above or any other condition defined by the State, the Offender data and files shall be returned to the State in an acceptable format and in a timeframe determined by the State.

A.8.2.4. The Contractor shall follow all protocols determined by the State regarding how data on Offenders closed out of the Contractor system shall be handled and stored, including data for diversion Offenders whose records are to be expunged.

A.8.2.5. The State shall inform the Contractor of any duplicate Offender files discovered by State staff. The Contractor shall make certain all data collected from Offender calls shall be placed in the appropriate Offender's file and written approval received from the State before any duplicate files are deleted.

A.8.2.6. The Contractor shall adhere to the most current CJIS security policy found at: https://www.fbi.gov/file-repository/cjis_security_policy_v5-9-1_20221001.pdf/view

A.9. OFFENDER AUTOMATION NOTIFICATION SYSTEM

A.9.1. The Contractor shall provide the following automated functions to current and future enrolled Offenders:

- a. calendar reminders by telephone call or text;
- b. messages regarding:
 - i. Reporting;
 - ii. Programming;
 - iii. Behavioral health specialists;
 - iv. Psychosexual evaluation;
 - v. treatment;
 - vi. court appearance and
 - vii. risk and needs assessment (RNA), and other individualized appointments.

A.9.2. The Contractor shall ensure that the CR System calls the Offender five (5) business days prior to the appointment and again three

(3) business days before the appointment, followed by a same day text reminder. The Contractor shall ensure that the CR system generates OMS codes to document the contacts and flag any contact that indicates in the

system as not received by the Offender.

A.9.3. The State shall provide an electronic file no later than 11:59pm nightly that includes three files:

- 1.) a demographics file that includes information about Offenders enrolled in the minimum supervision program,
- 2) a sentence file that includes sentencing information on Offenders enrolled in the minimum supervision program, and
- 3) an exemption file that includes information for exempt Offenders enrolled in the minimum supervision program.

A.10. TRAINING REQUIREMENTS

- a. The Contractor shall develop and submit a formal training program for as many staff deemed necessary by the State with fixed interval update training on a regular basis to ensure ongoing competency on new system features.
- b. The Contractor shall submit the Contractor's training program to the State for approval forty-five (45) days prior to the initial rollout and the training shall occur thirty (30) after Contract Effective date. The Contractor shall conduct of in-person training sessions subject to the approval of the State's Chief Medical Officer and shall take place at a State designated facility. The Contractor shall adhere to all applicable Federal, State and Local health protocols for in-person facilitation. Any and all adjustments made to the training schedule shall be mutually agreed upon by both parties at a minimum of fourteen (14) business days prior to the desired training date.
- c. The Contractor shall specify computers, telephone, and audio-visual equipment to be provided by the State in the designated training plan to support the training.
- d. The Contractor shall ensure that the training on the CR System is tailored for State staff. The Contractor shall ensure that training for designated State staff, including system users as well as State personnel who shall be trained to conduct Offender training on system utilization, shall encompass at a minimum the following:
 - 1. An overview of the system and its functionality to include procedures on how to access and navigate the system;
 - 2. Offender enrollment;
 - 3. Enrollment search functionality;

4. Modification of Offender information to include specific questions and or custom voice messages the Offender must answer;
 5. Input/change reporting schedules;
 6. Online and toll free number voicemail retrieval;
 7. Generation of pre-formatted customized merge letters;
 8. Archiving of data and voice response records;
 9. How to generate and receive reports;
 10. How to terminate Offenders from the system; and
 11. Any other functionality of the system that is necessary for State staff to be familiar with.
- e. The Contractor shall provide instruction on the designated customer assistance procedures and any other issues affecting the supervision of Offenders.
 - f. The Contractor shall plan for semi-annual instructor-led training sessions with training manuals throughout the contract term. The Contractor shall update the changes to system functionality and shall update the Training Manual and/or the offender quick reference guide, whether formal instruction is required or not as directed by the State. The conduct of in-person training sessions shall be subject to the approval of the State's Chief Medical Officer and shall take place at a State designated facility. The Contractor shall adhere to all applicable Federal, State and Local health protocols for in-person facilitation.
 - g. The Contractor, at its expense, shall also provide training manuals to cover State employee training. The training manuals shall become the property of the State. The Contractor shall provide a bi-lingual quick reference guide to each Offender who will use the system. The Contractor shall submit the training manual, quick reference guide and training survey to the State thirty (30) business days prior to the initial training start date.

A.10.1. The Contractor shall also train designated State employees to train Offenders on how to use the CR System. The Contractor shall ensure that:

- a. Training for State personnel who will train Offenders encompasses an overview of the system and its functionality with respect to how an Offender accesses the system to report in, how to access customer service if assistance is needed, and any other functionality of the system that is necessary for Offenders using the system to be familiar with.
- b. Training for State personnel who will train Offenders shall also be completed within ninety (90) business days of written notification by the State. If the Contractor's training plan requires this training to be conducted in-person, the training plan shall be subject to the approval of the State's Chief Medical Officer and shall take place at a State designated facility. The Contractor shall adhere to all applicable Federal, State and Local health protocols for in-person facilitation.

A.10.2. The Contractor shall submit a plan for alternative training delivery methods that include facilitating training in a live, virtual environment on a digital platform. The Contractor shall ensure that the delivery platform allows access to, at a minimum, one hundred (100) State staff to participate and is accessible from any state-issued device utilizing an internet browser. The Contractor shall ensure that the training is recorded and made available to the State for playback and distribution to any designated State staff. The recordings shall be provided to the State through a web link generated by the virtual environment where the training was recorded and accessible through all internet based platforms. The recordings shall be kept by the State through the duration of this Contract until its expiration. The Contractor shall submit the Contractor's training plan for alternative training delivery methods in writing to the State at a minimum of sixty (60) days prior to the desired training date as determined by the State.

A.11. Contract Management.

The Contractor shall retain, at a minimum, the following personnel to coordinate and manage the scope of

services of this Contract.

- a. Administrator. The State requires the Contractor to designate an administrator to be responsible for managing all operations of the contract. The Contractor shall ensure that the administrator is responsible for working with the State to execute the transition plan, assist in staff training and manage daily operations as outlined in the Contract and as approved by the State. The Contractor shall ensure that the Contractor's administrator is easily reachable through telephone communication at the Contractor's expense.

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

- A 11.1.
- a. The Contractor shall immediately disclose to the State any staff that have any association or affiliation with any inmate or Offender under any type of supervision by TDOC. The Contractor shall obtain written approval from the State prior to assigning any staff to any position..

- b. Background Investigations. The Contractor shall not hire ex-Offenders or relatives of Offenders currently supervised in Tennessee. Prior to employment with the Contractor, applicants shall be subjected to a thorough background investigation performed by the Contractor at the Contractor's expense. The investigation shall include a criminal history record check dating ten (10) years prior using the TBI's contracted vendor with local State staff reviewing results following fingerprinting and granting final approval..

- c. Personnel Records. The Contractor shall make personnel files records of all subcontractors and Contractor employees to the State on an as needed basis.

- d. Approval of Staff. The State reserves the right to approve or disapprove any individual or business entity whether it is an independent contractor or subcontractor that the Contractor seeks to utilize. The Contractor shall consult with the Assistant Commissioner of Community Supervision or their designee prior to an individual's assignment to the Contract. The Contractor shall not assign any employees until written approval is received from the State. The Contractor shall request and receive written approval from the State for the following prior to their assignment to the Contract:

1. The Contractor's personnel with overall responsibility for this Contract.
2. All service providers.

- e. The Contractor shall consult the State for input and recommendations before hiring, dismissing, or changing a location of Contractor's employees who provide services to the State under this contract. The Contractor shall not remove any key personnel from their assigned roles or the Contract without the prior written consent of the State. The Contractor's removal of key personnel without the prior written consent of the State is an Unauthorized Removal. Unauthorized Removals does not include replacing key personnel for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, or resignation. Unauthorized Removals does not include replacing key personnel because of promotions or other job movements allowed by Contractor personnel policies or collective bargaining agreement(s) as long as the State receives prior written notice before shadowing occurs and Contractor provides thirty (30) days of shadowing unless parties agree to a different time period. The Contractor with the State shall review any key personnel replacements, and appropriate transition planning shall be established. Any Unauthorized Removal may be considered by the State to be a material breach of the Contract, in respect of which the State may elect to exercise its termination and cancellation rights.

- f. The Contractor shall notify the State at least ten (10) business days before redeploying non-key personnel, who are dedicated to primarily to the project, to other projects. If the State does not object to the redeployment by its scheduled date, the Contractor may then redeploy the non-key personnel.

A.12. CONTRACT CLOSEOUT & TRANSITION

If Applicable, upon termination or expiration of this Contract, the Contractor shall fully cooperate with the State for the purpose of conducting an orderly closeout, and transition of the Contractor's services to another successor entity. The Contractor shall work with the new provider as required by the State to bring about as seamless a transition as possible. The Contractor shall provide all reasonable transition assistance requested by the State during the process of closeout and transition. The Contractor shall continue to provide services without interruption or adverse effect during the transition period. The Contractor shall:

- a. Between forty-five (45) and sixty (60) days prior to the contract end date, provide the successor entity with reasonable access to the Contractor's on-site employees. If less than thirty (30) days of the Contract Term remains as of the time a successor is named the Contractor shall make its best efforts to provide the new contractor access to its staff noted above in this section.
- b. Transfer any TDOC-specific databases to the successor no later the end of final day of the Contract.
- c. As requested by the State, provide appropriate representation at work initiating meetings between the Department and the successor to help ensure a smooth transition of services.
- d. Ensure that all required records, reports, and data are current and properly documented in the appropriate database or file for use by the successor contractor as of start of the successor contract.
- e. The Contractor shall ensure that all required Contract closeout activities are properly performed as requested by the State. The Contractor shall ensure that:
 - 1. The final invoice to the State is submitted within thirty-one (31) days of the end of the Contract.
 - 2. All supplies, equipment, manuals, and other property owned by the State are turned over to the State no later than the end of the Contract.
- f. All software interface codes specifically developed for use under the Contract are turned over to the State's STS division for storage. Contractor agrees to make all recordings including those housed in the CR System archives, all automated and customized reports as referenced in Section A.6.a-v, generated through the contract term available to the State. The Contractor shall ensure that all files are in a usable format acceptable to the State as referenced in referenced in Section E.6.. The records are the sole property of the State upon the contract's effective start date.
- g. All data collected by the Contractor becomes the sole property of the State upon the contract's effective start date.. The Contractor shall ensure that the data is in a usable format acceptable to the State as referenced in Section E.6.

- h. A.13. 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.14. 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 thirty-six (36) months after the Effective Date (“Term”). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.
- B.2. Renewal Options. This Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to two (2) renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State’s sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed **Written Dollar Amount (\$Number)** (“Maximum Liability”). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.
- C.2. Compensation Firm. The payment methodology in Section C.3. of this Contract shall constitute the entire compensation due the Contractor for all goods or services provided under this Contract regardless of the difficulty, materials or equipment required. The payment methodology includes

all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Contractor.

C.3. Payment Methodology. The Contractor shall be compensated based on the payment 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:

Cost Item Description	Proposed Cost				
	JULY 1, 2024-JUNE 30, 2025	JULY 1, 2025-JUNE 30, 2026	JULY 1, 2026-JUNE 30, 2027	JULY 1, 2027-JUNE 30, 2028	JULY 1, 2028-JUNE 30, 2029
OFFENDER REPORTING (2,000 AND UP)	\$ / UNIT	\$ / UNIT	\$ / UNIT	\$ / UNIT	\$ / UNIT
OFFENDER REPORTING (1,500-1,999)	\$ / UNIT	\$ / UNIT	\$ / UNIT	\$ / UNIT	\$ / UNIT
OFFENDER REPORTING (1,000-1,499)	\$ / UNIT	\$ / UNIT	\$ / UNIT	\$ / UNIT	\$ / UNIT
OFFENDER REPORTING (500-999)	\$ / UNIT	\$ / UNIT	\$ / UNIT	\$ / UNIT	\$ / UNIT

c. The Contractor shall be compensated for changes requested and performed pursuant to Contract Section C.3, without a formal amendment of this Contract based upon the payment rates detailed in the schedule below and as agreed pursuant to Section C.3, PROVIDED THAT compensation to the Contractor for such "change order" work shall not exceed NUMBER NOT TO 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.5., through A.10.). 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)
	\$ Amount per hour
NOTE: The Contractor shall not be compensated for travel time to the primary location of service provision.	

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:

Department of Correction
Rachel Jackson Building

Fiscal Services Division-3rd Floor
320 Sixth Avenue North
Nashville, TN 37243-0465

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 Correction, Division of Community Supervision;**
- (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:

Christopher M. Hill, Deputy Assistant Commissioner, Community Supervision
 Tennessee Department of Correction
 320 Sixth Avenue North
 Nashville, TN 37243-0465
Christopher.M.Hill@tn.gov
 Telephone # 615.532.9541

The Contractor:

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

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

- D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable State officials.
- D.4. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Contract upon written notice to the Contractor. The State's exercise of its right to terminate this Contract shall not constitute a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the State terminates this Contract due to lack of funds availability, the Contractor

shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date. Should the State exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.

- D.5. Termination for Convenience. The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least thirty (30) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Contractor for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.
- D.6. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract ("Breach Condition"), the State shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Contract.
- D.7. Assignment and Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without the prior written approval of the State. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.
- D.8. Conflicts of Interest. The Contractor warrants that no part of the Contractor's compensation shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed under this Contract.

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

- D.9. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal or state law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.10. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the

performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment Three, semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.

- b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.
 - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
 - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.
- D.11. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.12. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.13. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.14. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.
- D.15. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one Party are not employees or agents of the other Party.
- D.16. Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself

and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless from any costs to the State arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.

- D.17. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. The State's total liability under this Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability. This limitation of liability is cumulative and not per incident.
- D.18. Limitation of Contractor's Liability. In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Maximum Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for: (i) intellectual property or any Contractor indemnity obligations for infringement for third-party intellectual property rights; (ii) any claims covered by any specific provision in the Contract providing for liquidated damages; or (iii) any claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death. For clarity, except as otherwise expressly set forth in this Section, Contractor's indemnification obligations and other remedies available under this Contract are subject to the limitations on liability set forth in this Section.
- D.19. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys' fees, court costs, expert witness fees, and other litigation expenses for the State to enforce the terms of this Contract.

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

- D.20. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Contract.
- a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.
 - b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.

- c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT “protected health information” as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.
 - d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.
- D.21. Tennessee Consolidated Retirement System. Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, *et seq.*, the law governing the Tennessee Consolidated Retirement System (“TCRS”), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-35-101, *et seq.*, accepts State employment, the member’s retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of “employee/employer” and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.
- D.22. Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.
- D.23. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.
- The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded, disqualified, or presently fall under any of the prohibitions of sections a-d.
- D.24. Force Majeure. “Force Majeure Event” means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing

Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor's performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees for the affected obligations until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.

- D.25. State and Federal Compliance. The Contractor shall comply with all State and federal laws and regulations applicable to Contractor in the Contractor's performance of this Contract.
- D.26. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 408.
- D.27. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.
- D.28. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.
- D.29. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.30. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:
- a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
 - b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below), which includes Attachment Three;
 - c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
 - d. the State solicitation, as may be amended, requesting responses in competition for this Contract;
 - e. any technical specifications provided to proposers during the procurement process to award this Contract; and

f. the Contractor's response seeking this Contract.

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

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

Contractor shall provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified in this Section. The COI must be on a form approved by the TDCI (standard ACORD form preferred). The COI must list each insurer's National Association of Insurance Commissioners (NAIC) number and be signed by an authorized representative of the insurer. The COI must list the State of Tennessee – CPO Risk Manager, 312 Rosa L. Parks Ave., 3rd floor Central Procurement Office, Nashville, TN 37243 as the certificate holder. Contractor shall provide the COI ten (10) business days prior to the Effective Date and again thirty (30) calendar days before renewal or replacement of coverage. Contractor shall provide the State evidence that all subcontractors maintain the required insurance or that subcontractors are included under the Contractor's policy. At any time, the State may require Contractor to provide a valid COI. The Parties agree that failure to provide evidence of insurance coverage as required is a material breach of this Contract. If Contractor self-insures, then a COI will not be required to prove coverage. Instead Contractor shall provide a certificate of self-insurance or a letter, on Contractor's letterhead, detailing its coverage, policy amounts, and proof of funds to reasonably cover such expenses. The State reserves the right to require complete copies of all required insurance policies, including endorsements required by these specifications, at any time.

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

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

a. Commercial General Liability (“CGL”) Insurance

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

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.

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

D.36. Prohibited Contract Terms. The prohibited contract terms and conditions enumerated in Pub. Ch. 113, § 5, shall be a material provision of this Contract. The Contractor acknowledges, understands, and agrees that the inclusion of a term or condition prohibited by Pub. Ch. 113, § 5, shall be null and void and the Contract shall be enforceable as if the Contract did not contain such term or condition.

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. 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 32901-31344 (6.2 Attachment B Section B.14) 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.3. Intellectual Property Indemnity. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State concerning or arising out of any claim of an alleged patent, copyright, trade secret or other intellectual property infringement. In any such claim or action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any settlement or final judgment, and the Contractor shall be responsible for all legal or other fees or expenses incurred by the State arising from any such claim. The State shall give the Contractor notice of any such claim or suit, however, the failure of the State to give such notice shall only relieve Contractor of its obligations under this Section to the extent Contractor can demonstrate actual prejudice arising from the State's failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State of Tennessee in any legal matter, as provided in Tenn. Code Ann. § 8-6-106.

In addition to the above indemnity, if the State's use of any deliverable, or any portion thereof, provided under this Contract, is or is likely to be enjoined by order of a court of competent jurisdiction as such an infringement or unauthorized use, the Contractor, at its expense, shall: (x) procure for the State the continued use of such deliverable; (y) replace such deliverable with a

non-infringing counterpart; or (z) modify such deliverable so it becomes non-infringing; provided that, if (y) or (z) is the option chosen by the Contractor, the replacement or modified deliverable must be capable of performing substantially the same function. Notwithstanding the foregoing, the State retains the right to terminate the Contract in accordance with Section D.6 hereunder in the event of such infringement or unauthorized use, and any such exercise of these allowable options by Contractor shall not relieve Contractor of its indemnity obligations under this Section.

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

- E.4. 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.5. 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.6. 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 or 140-3 (current applicable version) validated encryption technologies. The State shall control all access to encryption keys. The Contractor shall provide installation and maintenance support at no cost to the State.
 - (3) The Contractor and the Contractor's processing environment containing Confidential State Data shall either (1) be in accordance with at least one of the following security standards: (i) International Standards Organization ("ISO") 27001; (ii) Federal Risk and Authorization Management Program ("FedRAMP"); or (2) be subject to an annual engagement by a CPA firm in accordance with the standards of the American Institute of Certified Public Accountants ("AICPA") for a System and Organization Controls for service organizations ("SOC") Type II audit. The State shall approve the SOC audit control objectives. The Contractor shall provide proof of current ISO certification or FedRAMP authorization for the Contractor and Subcontractor(s), or provide the State with the Contractor's and Subcontractor's annual SOC Type II audit report within 30 days from when the CPA firm provides the audit report to the Contractor or Subcontractor. The Contractor shall submit corrective action plans to the State for any issues included in the audit report within 30 days after the CPA firm provides the audit report to the Contractor or Subcontractor.

If the scope of the most recent SOC audit report does not include all of the current State fiscal year, upon request from the State, the Contractor must provide to the State a letter from the Contractor or Subcontractor stating whether the Contractor or Subcontractor made any material changes to their control environment since the prior audit and, if so, whether the changes, in the opinion of the Contractor or Subcontractor, would negatively affect the auditor's opinion in the most recent audit report.

No additional funding shall be allocated for these certifications, authorizations, or audits as these are included in the Maximum Liability of this Contract.

- (4) The Contractor must annually perform Penetration Tests and Vulnerability Assessments against its Processing Environment. "Processing Environment" shall mean the combination of software and hardware on which the Application runs. "Application" shall mean the computer code that supports and accomplishes the State's requirements as set forth in this Contract. "Penetration Tests" shall be in the form of attacks on the Contractor's computer system, with the purpose of discovering security weaknesses which have the potential to gain access to the Processing Environment's features and data. The "Vulnerability Assessment" shall be designed and executed to define, identify, and classify the security holes (vulnerabilities) in the Processing Environment. The Contractor shall allow the State, at its option, to perform Penetration Tests and Vulnerability Assessments on the Processing Environment.
- (5) Upon State request, the Contractor shall provide a copy of all Confidential State Data it holds. The Contractor shall provide such data on media and in a format determined by the State
- (6) Upon termination of this Contract and in consultation with the State, the Contractor shall destroy all Confidential State Data it holds (including any copies such as backups) in accordance with the current version of National Institute of Standards and Technology ("NIST") Special Publication 800-88. The Contractor shall provide a written confirmation of destruction to the State within ten (10) business days after destruction.

b. Minimum Requirements

- (1) The Contractor and all data centers used by the Contractor to host State data, including those of all Subcontractors, must comply with the State's Enterprise Information Security Policies as amended periodically. The State's Enterprise Information Security Policies document is found at the following URL:

<https://www.tn.gov/finance/strategic-technology-solutions/strategic-technology-solutions/sts-security-policies.html>.

- (2) The Contractor agrees to maintain the Application so that it will run on a current, manufacturer-supported Operating System. "Operating System" shall mean the software that supports a computer's basic functions, such as scheduling tasks, executing applications, and controlling peripherals.
- (3) If the Application requires middleware or database software, Contractor shall maintain middleware and database software versions that are at all times fully compatible with current versions of the Operating System and Application to ensure that security vulnerabilities are not introduced.

c. Comptroller Audit Requirements

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

The information technology control audit may include a review of general controls and application controls. General controls are the policies and procedures that apply to all or a large segment of the Contractor's or Subcontractor's information systems and applications and include controls over security management, access controls, configuration management, segregation of duties, and contingency planning. Application controls are directly related to the application and help ensure that transactions are complete, accurate, valid, confidential, and available. The audit shall include the Contractor's and Subcontractor's compliance with the State's Enterprise Information Security Policies and all applicable requirements, laws, regulations or policies.

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

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

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

- d. Business Continuity Requirements. The Contractor shall maintain set(s) of documents, instructions, and procedures which enable the Contractor to respond to accidents, disasters, emergencies, or threats without any stoppage or hindrance in its key operations ("Business Continuity Requirements"). Business Continuity Requirements shall include:

- (1) "Disaster Recovery Capabilities" refer to the actions the Contractor takes to meet the Recovery Point and Recovery Time Objectives defined below. Disaster Recovery Capabilities shall meet the following objectives:

- i. Recovery Point Objective ("RPO"). The RPO is defined as the maximum targeted period in which data might be lost from an IT service due to a major incident: THIRTY (30) MINUTES.
- ii. Recovery Time Objective ("RTO"). The RTO is defined as the targeted duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a break in business continuity: THIRTY (30) MINUTES.

- (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.7. Transfer of Ownership of Custom Software Developed for the State.

- a. Definitions.

- (1) "Contractor-Owned Software," shall mean commercially available software the rights to which are owned by Contractor, including but not limited to commercial "off-the-shelf" software which is not developed using State's money or resources.
- (2) "Custom-Developed Application Software," shall mean customized application software developed by Contractor for the State under this Contract intended to function with the Contractor-Owned Software or any Work Product provided under this Contract.
- (3) "Rights Transfer Application Software," shall mean any pre-existing application software and documentation owned or supplied by Contractor or a third party necessary for the use, functioning, support, or maintenance of the Contractor-Owned Software, the Custom-Developed Application Software, Third Party Software, and any Work Product provided to State.
- (4) "Third-Party Software," shall mean software supplied by Contractor under this Contract or necessary for the functioning of any Work Product not owned by the State or the Contractor.
- (5) "Work Product," shall mean all deliverables such as software, software source code, documentation, planning, etc., that are created, designed, developed, or documented by the Contractor for the State under this Contract. Work Product shall include Rights Transfer Application Software.

b. Rights and Title to the Software

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

- (5) All right, title and interest in and to the Third-Party Software shall at all times remain with the third party, subject to any license or other rights granted to the State under this Contract or otherwise.
- c. The Contractor may use for its own purposes the general knowledge, skills, experience, ideas, concepts, know-how, and techniques obtained and used during the course of performing under this Contract. The Contractor may develop for itself, or for others, materials which are similar to or competitive with those that are produced under this Contract.

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

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

E.9. Additional lines, items, or options. At its sole discretion, the State may make written requests to the Contractor to add lines, items, or options that are needed and within the Scope but were not included in the original Contract. Such lines, items, or options will be added to the Contract through a Memorandum of Understanding ("MOU"), not an amendment.

- a. After the Contractor receives a written request to add lines, items, or options, the Contractor shall have ten (10) business days to respond with a written proposal. The Contractor's written proposal shall include:
 - (1) The effect, if any, of adding the lines, items, or options on the other goods or services required under the Contract;
 - (2) Any pricing related to the new lines, items, or options;
 - (3) The expected effective date for the availability of the new lines, items, or options; and
 - (4) Any additional information requested by the State.
 - b. The State may negotiate the terms of the Contractor's proposal by requesting revisions to the proposal.
 - c. To indicate acceptance of a proposal, the State will sign it. The signed proposal shall constitute a MOU between the Parties, and the lines, items, or options shall be incorporated into the Contract as if set forth verbatim.
 - d. Only after a MOU has been executed shall the Contractor perform or deliver the new lines, items, or options.
- E.10. 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:

CONTRACTOR SIGNATURE **DATE**

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF CORRECTION:

FRANK STRADA, COMMISSIONER **DATE**

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

<p>If the attestation applies to more than one contract, modify this row accordingly.</p> <p>SUBJECT CONTRACT NUMBER:</p>	
<p>CONTRACTOR LEGAL ENTITY NAME:</p>	
<p>EDISON VENDOR IDENTIFICATION NUMBER:</p>	

If the attestation applies to more than one contract, modify the following paragraph accordingly.

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

CONTRACTOR SIGNATURE

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

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION