



**STATE OF TENNESSEE  
DEPARTMENT OF GENERAL SERVICES, CENTRAL PROCUREMENT OFFICE**

**REQUEST FOR PROPOSALS  
FOR  
Audiovisual and Videoconferencing Equipment Maintenance**

**RFP # 32110-37101**

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## 1. INTRODUCTION

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The State of Tennessee, Department of General Services, Central Procurement Office 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 purpose of this RFP is to establish a maintenance contract for current and future audiovisual and videoconferencing equipment and related equipment and systems (AV/VC Systems) supported by Finance & Administration, Strategic Technology Solutions (STS) Unified Communications and Collaboration (UCC) team for the State of Tennessee. This Contract will establish telephone technical support, remote access technical support, on-site maintenance, maintenance covered replacement parts and related services for the existing and future state-owned AV/VC Systems. This Contract will be used by UCC for all AV/VC current and future Systems supported and managed by the UCC.

UCC maintains and supports a fluctuating set of several hundred of the State's AV/VC Systems located throughout the State. In order to maintain compatibility, the State requires the selected Contractor to provide hardware, software, replacement hardware, replacement software, installation, configuration, and related components approved by the State to maintain the operational functionality of this environment. Compatibility of any and all equipment with the State's existing call control, session management, provisioning platforms, infrastructure Equipment, and endpoints (codecs) is a mandatory requirement.

Most State AV/VC systems fall into the following categories:

- a. Cart based audiovisual / videoconferencing systems
- b. Small videoconferencing and/or local presentation rooms
- c. Medium sized audiovisual / video conferencing / soft conferencing rooms
- d. Large Meeting, training and hearing rooms with audiovisual, videoconferencing, soft conferencing, local presentation and video streaming capabilities.
- e. Divide Combine integrated rooms with audiovisual, videoconferencing, soft conferencing and video streaming capabilities.

The State currently utilizes Cisco UCM, VQ Conference Manager, and Cisco Telepresence Management System to manage and monitor video conferencing infrastructure and end-point equipment. UCC is primarily responsible for all software and system management of Cisco Equipment. The Contractor will be responsible for the Cisco hardware maintenance agreement for Cisco codecs (8x5xNBD) unless the state elects to enter into a direct agreement with Cisco in which case the Contractor will facilitate and be the service provider for that direct agreement.

The State audiovisual systems are based on a consistent core of equipment where possible. Video transport and switching is traditionally done using Crestron Digital Media and DM-Lite equipment, but alternative brands with similar technical offerings are being implemented in some systems. Audio processing is done using Biamp Tesira equipment. Crestron touch panels and control processors, or their equivalent from other manufacturers, are used for user interface and control of all AV components.

Cisco WebEx RoomOS based codecs are currently being deployed into video conference rooms. Smaller rooms will use the Cisco user interface while larger video conference rooms with integrated audiovisual equipment are controlled by Crestron or similar automation systems.

The State uses MediaSite for live streaming and on-demand video archival services. This is configured as an on-prem solution with redundant server clusters. The State is responsible for all network, server and storage infrastructure. The Contractor is responsible for providing access to MediaSite software licensing, advanced replacement hardware maintenance and access to MediaSite technical support.

- 1.1.2. Between November 2019 and February 2024, the State has spent more than twelve million dollars (\$12M) utilizing the current audiovisual and video conference room maintenance and equipment contract. This contract will only be for, what was, the maintenance portion of the current contract.

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 # 32110-37101**

- 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:

CONNOR PETSCHKE.  
DEPARTMENT OF GENERAL SERVICES, CENTRAL PROCUREMENT OFFICE  
TENNESSEE TOWER, 3<sup>RD</sup> FLOOR  
312 ROSA L. PARKS AVE., NASHVILLE, TN 37243  
TELEPHONE NUMBER: 615-741-9401  
E-MAIL ADDRESS: Connor.petschke@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:

Helen Crowley  
 Central Procurement Office  
 Tennessee Tower 3<sup>rd</sup> Floor  
 312 Rosa L Parks Avenue  
 Nashville, TN 37243  
 615-741-3836  
 E-MAIL: Helen.Crowley@tn.gov

- 1.4.3. Only the State's official, written responses and communications with Respondents are binding with regard to this RFP. Oral communications between a State official and one or more Respondents are unofficial and non-binding.
- 1.4.4. Potential Respondents must ensure that the State receives all written questions and comments, including questions and requests for clarification, no later than the Written Questions & Comments Deadline detailed in the RFP Section 2, Schedule of Events.
- 1.4.5. Respondents must assume the risk of the method of dispatching any communication or response to the State. The State assumes no responsibility for delays or delivery failures resulting from the Respondent's method of dispatch. Actual or digital "postmarking" of a communication or response to the State by a specified deadline is not a substitute for the State's actual receipt of a communication or response. It is encouraged for Respondents to submit bids digitally.
- 1.4.6. The State will convey all official responses and communications related to this RFP to the prospective Respondents from whom the State has received a Notice of Intent to Respond (refer to RFP Section 1.8).
- 1.4.7. The State reserves the right to determine, at its sole discretion, the method of conveying official, written responses and communications related to this RFP. Such written communications may be transmitted by mail, hand-delivery, facsimile, electronic mail, Internet posting, Secure Cloud 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 - Monday July 15, 2024**

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:

Monday July 15, 2024 2:00 PM  
[Join the meeting now](#) via Microsoft Teams  
 Meeting ID: 234 754 977 704  
 Passcode: GBUHBD

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#### **Dial in by phone**

[+1 629-209-4396,786997337#](tel:+16292094396786997337) United States, Nashville  
[Find a local number](#)  
 Phone conference ID: 786 997 337#

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

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

Before the Notice of Intent to Respond Deadline detailed in the RFP Section 2, Schedule of Events, prospective Respondents should submit to the Solicitation Coordinator a Notice of Intent to Respond (in

the form of a simple e-mail or other written communication). Such notice should include the following information:

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

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

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

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

## 2. RFP SCHEDULE OF EVENTS

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

EVENT	TIME (central time zone)	DATE
1. RFP Issued		July 8, 2024
2. Disability Accommodation Request Deadline	2:00 p.m.	July 11, 2024
3. Pre-response Conference	2:00 p.m.	July 15, 2024
4. Notice of Intent to Respond Deadline	2:00 p.m.	July 16, 2024
5. Written "Questions & Comments" Deadline	2:00 p.m.	July 19, 2024
6. State Response to Written "Questions & Comments"		July 29, 2024
7. Response Deadline	2:00 p.m.	August 5, 2024
8. State Completion of Technical Response Evaluations		August 13, 2024
9. State Opening & Scoring of Cost Proposals	2:00 p.m.	August 14, 2024
10. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	August 19, 2024
11. End of Open File Period		August 26, 2024
12. State sends contract to Contractor for signature		August 27, 2024
13. Contractor Signature Deadline	2:00 p.m.	September 2, 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 1.8).

### 3. RESPONSE REQUIREMENTS

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#### 3.1. Response Form

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

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

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

- 3.1.1.1. A Respondent should duplicate and use the RFP Attachment 6.2., Technical Response & Evaluation Guide to organize, reference, and draft the Technical Response by duplicating the attachment, adding appropriate page numbers as required, and using the guide as a table of contents covering the Technical Response.
- 3.1.1.2. A response should be economically prepared, with emphasis on completeness and clarity. A response, as well as any reference material presented, must be written in English and must be written on standard 8 ½" x 11" pages (although oversized exhibits are permissible) and use a 12 point font for text. All response pages must be numbered. The response will be limited to a maximum of 50 pages.
- 3.1.1.3. All information and documentation included in a Technical Response should correspond to or address a specific requirement detailed in the RFP Attachment 6.2., Technical Response & Evaluation Guide. All information must be incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will not contribute to evaluations.
- 3.1.1.4. The State may determine a response to be non-responsive and reject it if:
- a. the Respondent fails to organize and properly reference the Technical Response as required by this RFP and the RFP Attachment 6.2., Technical Response & Evaluation Guide; or
  - b. the Technical Response document does not appropriately respond to, address, or meet all of the requirements and response items detailed in the RFP Attachment 6.2., Technical Response & Evaluation Guide.

- 3.1.2. **Cost Proposal.** A Cost Proposal must be recorded on an exact duplicate of the RFP Attachment 6.3., Cost Proposal & Scoring Guide.

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

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



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

### 3.2. Response Delivery

- 3.2.1. A Respondent must ensure that both the Technical Response and Cost Proposal files meet all form and content requirements, including all required signatures, as detailed within this RFP.
- 3.2.2. A Respondent must submit their response as specified in one of the two formats below.

#### 3.2.2.1. Digital Media Submission

##### 3.2.2.1.1. Technical Response

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

**"RFP # 32110-37101 TECHNICAL RESPONSE ORIGINAL"**

and three (3) 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 clearly labeled:

**"RFP # 31701-37101 TECHNICAL RESPONSE COPY"**

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

##### 3.2.2.1.2. Cost Proposal:

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

**"RFP # 31701-37101 COST PROPOSAL"**

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

#### 3.2.2.2. E-mail Submission

##### 3.2.2.2.1. Technical Response

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

**"RFP # 31701-37101 TECHNICAL RESPONSE"**

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

3.2.2.2. Cost Proposal:

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

**“RFP # 31701-37101 COST PROPOSAL”**

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

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

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

**“DO NOT OPEN... RFP # 31701-37101 TECHNICAL RESPONSE FROM [RESPONDENT LEGAL ENTITY NAME]”**

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

**“DO NOT OPEN... RFP # 31701-37101 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 # 31701-37101 SEALED TECHNICAL RESPONSE & SEALED COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]”**

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

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

CONNOR PETSCHKE  
DEPARTMENT OF GENERAL SERVICES, CENTRAL PROCUREMENT OFFICE  
TENNESSEE TOWER, 3<sup>RD</sup> FLOOR  
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**

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### **4.1. RFP Amendment**

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

### **4.2. RFP Cancellation**

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

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

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

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

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

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

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

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

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

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

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

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

#### 4.6. **Insurance**

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

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

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

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

- 4.8.1. All materials submitted to the State in response to this RFP shall become the property of the State of Tennessee. Respondents are cautioned not to provide any materials in response to this RFP that are trade secrets, as defined under Tenn. Code Ann. § 47-25-1702 and any other applicable law. By submitting a response to this RFP, the respondent acknowledges and agrees that the State shall have no liability whatsoever for disclosure of a trade secret under the Uniform Trade Secrets Act, as provided at Tenn. Code Ann. § 47-25-1701-1709, or under any other applicable law. Selection or rejection of a response does not affect this right. By submitting a response, a Respondent acknowledges and accepts that the full response contents and associated documents will become open to public inspection in accordance with the laws of the State of Tennessee.
- 4.8.2. The State will hold all response information, including both technical and cost information, in confidence during the evaluation process.
- 4.8.3. Upon completion of response evaluations, indicated by public release of a Notice of Intent to Award, the responses and associated materials will be open for review by the public in accordance with Tenn. Code Ann. § 10-7-504(a)(7).

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

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

and after the Contract is approved by all other state officials as required by applicable laws and regulations.

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

4.9.3.1. The State shall not be liable for payment of any type associated with the Contract resulting from this RFP (or any amendment thereof) or responsible for any goods delivered or services rendered by the Contractor, even goods delivered or services rendered in good faith and even if the Contractor is orally directed to proceed with the delivery of goods or the rendering of services, if it occurs before the Contract Effective Date or after the Contract Term.

4.9.3.2. All payments relating to this procurement will be made in accordance with the Payment Terms and Conditions of the Contract resulting from this RFP (refer to RFP Attachment 6.6., *Pro Forma* Contract, Section C).

4.9.3.3. If any provision of the Contract provides direct funding or reimbursement for the competitive purchase of goods or services as a component of contract performance or otherwise provides for the reimbursement of specified, actual costs, the State will employ all reasonable means and will require all such documentation that it deems necessary to ensure that such purchases were competitive and costs were reasonable, necessary, and actual. The Contractor shall provide reasonable assistance and access related to such review. Further, the State shall not remit, as funding or reimbursement pursuant to such provisions, any amounts that it determines do not represent reasonable, necessary, and actual costs.

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

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

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

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

#### 4.12. **Severability**

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

**4.13. Next Ranked Respondent**

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



## 5. EVALUATION & CONTRACT AWARD

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### 5.1. Evaluation Categories & Maximum Points

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

EVALUATION CATEGORY	MAXIMUM POINTS POSSIBLE
<b>General Qualifications &amp; Experience</b> (refer to RFP Attachment 6.2., Section B)	<b>10</b>
<b>Technical Qualifications, Experience &amp; Approach</b> (refer to RFP Attachment 6.2., Section C)	<b>60</b>
<b>Cost Proposal</b> (refer to RFP Attachment 6.3.)	<b>30</b>

### 5.2. Evaluation Process

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

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

- 5.2.1.1. The State reserves the right, at its sole discretion, to request Respondent clarification of a Technical Response or to conduct clarification discussions with any or all Respondents. Any such clarification or discussion will be limited to specific sections of the response identified by the State. The subject Respondent must put any resulting clarification in writing as may be required and in accordance with any deadline imposed by the State.
- 5.2.1.2. The Solicitation Coordinator will review each Technical Response to determine compliance with RFP Attachment 6.2., Technical Response & Evaluation Guide, Section A— Mandatory Requirements. If the Solicitation Coordinator determines that a response failed to meet one or more of the mandatory requirements, the Solicitation Coordinator will review the response and determine whether:
  - a. the response adequately meets RFP requirements for further evaluation;
  - b. the State will request clarifications or corrections for consideration prior to further evaluation; or,
  - c. the State will determine the response to be non-responsive to the RFP and reject it.
- 5.2.1.3. Proposal Evaluation Team members will independently evaluate each 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. Before Cost Proposals are opened, the Proposal Evaluation Team will review the Technical Response Evaluation record and any other available information pertinent to whether or not each Respondent is responsive and responsible. If the Proposal Evaluation Team identifies any Respondent that does not meet the responsive and responsible thresholds such that the team would not recommend the Respondent for Cost Proposal Evaluation and potential contract award, the team members will fully document the determination.
- 5.2.2. **Cost Proposal Evaluation.** The Solicitation Coordinator will open for evaluation the Cost Proposal of each Respondent deemed by the State to be responsive and responsible and calculate and record each Cost Proposal score in accordance with the RFP Attachment 6.3., Cost Proposal & Scoring Guide.
- 5.2.3. **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 review the Proposal Evaluation Team determinations and scores for consideration along with any other relevant information that might be available and pertinent to contract award.
- 5.3.2. The Solicitation Coordinator will determine the apparent best-evaluated Response using the scoring provided by the Proposal Evaluation Team. To effect a contract award to a Respondent other than the one receiving the highest evaluation process score, the Solicitation Coordinator 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 # 32110-37101 STATEMENT OF CERTIFICATIONS AND ASSURANCES**

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

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

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

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

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

**SIGNATURE:**

\_\_\_\_\_

**PRINTED NAME & TITLE:**

\_\_\_\_\_

**DATE:**

\_\_\_\_\_

**RESPONDENT LEGAL ENTITY  
NAME:**

\_\_\_\_\_

## RFP ATTACHMENT 6.2. — Section A

## TECHNICAL RESPONSE &amp; EVALUATION GUIDE

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

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

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		The Response must be delivered to the State no later than the Response Deadline specified in the RFP Section 2, Schedule of Events.	
		The Technical Response and the Cost Proposal documentation must be packaged separately as required (refer to RFP Section 3.2., <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.).	
	<b>A.1.</b>	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.	
	<b>A.2.</b>	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.	
	<b>A.3.</b>	Provide a current bank reference indicating that the Respondent maintains a satisfactory business relationship with the financial institution. Such reference must be written in the form of a standard business letter, signed, and dated within the past three (3) months.	
State Use – Solicitation Coordinator Signature, Printed Name & Date:			

## RFP ATTACHMENT 6.2. — SECTION B

## TECHNICAL RESPONSE &amp; EVALUATION GUIDE

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

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

	<p><b>B.10.</b> Provide a statement of whether there are any pending or in progress Securities Exchange Commission investigations involving the Respondent. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it will impair the Respondent's performance in a contract pursuant to this RFP.</p> <p>NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of license for each person or entity that renders such opinions.</p>
	<p><b>B.11.</b> 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.).</p>
	<p><b>B.12.</b> 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.</p>
	<p><b>B.13.</b> Provide a personnel roster listing the names of key people who the Respondent will assign to meet the Respondent's requirements under this RFP along with the estimated number of hours that each individual will devote to that performance. Follow the personnel roster with a resume for each of the people listed. The resumes must detail the individual's title, education, current position with the Respondent, and employment history.</p>
	<p><b>B.14.</b> Provide a statement of whether the Respondent intends to use subcontractors to meet the Respondent's requirements of any contract awarded pursuant to this RFP, and if so, detail:</p> <ul style="list-style-type: none"> <li>(a) the names of the subcontractors along with the contact person, mailing address, telephone number, and e-mail address for each;</li> <li>(b) a description of the scope and portions of the goods each subcontractor involved in the delivery of goods or performance of the services each subcontractor will perform; <u>and</u></li> <li>(c) a statement specifying that each proposed subcontractor has expressly assented to being proposed as a subcontractor in the Respondent's response to this RFP.</li> </ul>
	<p><b>B.15.</b> Provide documentation of the Respondent's commitment to diversity as represented by the following:</p> <ul style="list-style-type: none"> <li>(a) <u>Business Strategy</u>. Provide a description of the Respondent's existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises. Please also include a list of the Respondent's certifications as a diversity business, if applicable.</li> <li>(b) <u>Business Relationships</u>. Provide a listing of the Respondent's current contracts with business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises. Please include the following information: <ul style="list-style-type: none"> <li>(i) contract description;</li> <li>(ii) contractor name and ownership characteristics (i.e., ethnicity, gender, service-disabled veteran-owned or persons with disabilities);</li> <li>(iii) contractor contact name and telephone number.</li> </ul> </li> <li>(c) <u>Estimated Participation</u>. Provide an estimated level of participation by business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities and small business enterprises if a contract is awarded to the Respondent pursuant to this RFP. Please include the following information: <ul style="list-style-type: none"> <li>(i) a percentage (%) indicating the participation estimate. (Express the estimated participation number as a percentage of the total estimated contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics only and <b>DO NOT INCLUDE DOLLAR AMOUNTS</b>);</li> <li>(ii) anticipated goods or services contract descriptions;</li> <li>(iii) names and ownership characteristics (i.e., ethnicity, gender, service-disabled veterans, or disability) of anticipated subcontractors and supply contractors.</li> </ul> </li> </ul> <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</p>

		<p><a href="https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&amp;XID=9810">https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&amp;XID=9810</a> for more information.</p> <p>(d) <u>Workforce</u>. Provide the percentage of the Respondent's total current employees by ethnicity and gender.</p> <p>NOTE: Respondents that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and subcontractors. Response evaluations will recognize the positive qualifications and experience of a Respondent that does business with enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises and who offer a diverse workforce.</p>
	<b>B.16.</b>	<p>Provide a statement of whether or not the Respondent has any current contracts with the State of Tennessee or has completed any contracts with the State of Tennessee within the previous five (5) year period. If so, provide the following information for all of the current and completed contracts:</p> <p>(a) the name, title, telephone number and e-mail address of the State contact knowledgeable about the contract;</p> <p>(b) the procuring State agency name;</p> <p>(c) a brief description of the contract's scope of services;</p> <p>(d) the contract period; and</p> <p>(e) the contract number.</p>
	<b>B.17.</b>	<p>Provide a statement and any relevant details addressing whether the Respondent is any of the following:</p> <p>(a) is presently debarred, suspended, proposed for debarment, or voluntarily excluded from covered transactions by any federal or state department or agency;</p> <p>(b) has within the past three (3) years, been convicted of, or had a civil judgment rendered against the contracting party from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;</p> <p>(c) is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed above; and</p> <p>(d) has within a three (3) year period preceding the contract had one or more public transactions (federal, state, or local) terminated for cause or default.</p>
		<p><b>SCORE (for <u>all</u> Section B—Qualifications &amp; Experience Items above):</b> (maximum possible score = 10)</p>
<p>State Use – Evaluator Identification:</p>		



## RFP ATTACHMENT 6.2. — SECTION C

## TECHNICAL RESPONSE &amp; EVALUATION GUIDE

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

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

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

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

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	<b>C.1.</b>	Provide a narrative that illustrates the Respondent's understanding of the State's requirements and project schedule.		<b>5</b>	
	<b>C.2.</b>	Provide a narrative that illustrates how the Respondent will complete the scope of services, accomplish required objectives, and meet the State's project schedule.		<b>5</b>	
	<b>C.3.</b>	Provide a narrative that illustrates how the Respondent will manage the project, ensure completion of the scope of services, and accomplish required objectives within the State's project schedule.		<b>5</b>	
	<b>C.4.</b>	Provide written verification, in the form of a business letter or email from each manufacturer listed in the Manufacturer List (RFP 6.6 Pro Forma Contract Attachment A page 61) stating that the Contractor is authorized to support, repair, and maintain the manufacturers products. For every manufacturer listed that the Respondent does not have current authorization from provide the name of the manufacturer and whether the Respondent intends to obtain authorization before the start date of the awarded contract.  The letter from each manufacturer should be submitted with the bid response and be dated within three (3) months of the response deadline and must be specific to this request.		<b>15</b>	
	<b>C.5.</b>	Provide copies of the required manufacturer's trainings and certifications to fulfill RFP 6.6 Pro Forma Contract Section A.7. for all staff identified to fulfill the contract.		<b>15</b>	
	<b>C.6.</b>	Provide a narrative that illustrates how your company can meet the stated objectives and goals detailed in the RFP 6.6 Pro Forma Contract Section A.1.		<b>10</b>	
	<b>C.7.</b>	Provide a narrative detailing Respondent's previous experience working with Cisco and if the Respondent has held prior Cisco hardware maintenance agreements. The Respondent must submit proof of ability to secure such maintenance agreements as required in the RFP 6.6 Pro Forma Contract section A.3 by submitting a letter from Cisco confirming Respondent has held an agreement. The letter must be dated within three (3) months of the response		<b>10</b>	

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

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
		deadline and indicate the time frame that the agreement was held.			
	C.8.	Provide a copy of the resume(s) to fulfill RFP 6.6 Pro Forma Contract Section A.6.1.a. of the FA Contract for the staff identified as the Account Manager(s). Highlight experience with public sector clients.		10	
	C.9.	Provide a copy of the resume(s) to fulfill RFP 6.6 Pro Forma Contract Section A.6.1.b. of the FA Contract for the staff identified as the Service Manager(s) and/or Help Desk Manager(s). Provide a copy of any service ticket procedures.		10	
	C.10.	For the staff identified as Service Technicians to fulfill RFP 6.6 Pro Forma Contract Section A.6.1.c. provide a narrative detailing the description of where the technicians will be based, how they plan to fulfill response time requirements found in RFP 6.6 Pro Forma Contract Attachment D. Provide a statement of understanding that Technicians need to be able to do commissioning checks on repaired systems as referenced in RFP 6.6 Pro Forma Contract Attachment D.		20	
	C.11.	Provide a copy of the resume(s) to fulfill RFP 6.6 Pro Forma Contract Section A.6.1.d. of the FA Contract for the staff identified as the Crestron Programmer. Provide any additional sample work or description of prior projects of similar style.		15	
	C.12.	Provide a narrative that details the list of tools available to all technicians responding on the contract, including if any are restricted in quantity (example, one fiber kit shared among three technicians), to meet the requirement found in RFP 6.6 Pro Forma Contract Section A.8.		15	
	C.13.	Provide a detailed plan for how Respondent will work with UCC in a timely manner under the Maintenance Equipment List (MEL) Guidelines, RFP 6.6 Pro Forma Contract Attachment D, to manage the MEL including: strategy to support items on list, process for adding of items, process for removal of items, respondent personnel responsible, and contingency plans for the addition of items that Respondent is not capable of supporting.		20	
	C.14.	Provide a narrative that details the Respondent's ticketing system and service call procedures to meet the requirement found in RFP 6.6 Pro Forma Contract Section A.15.		15	
	C.15.	Provide the contact information for each mode of communication requirement listed in RFP 6.6 Pro Forma Contract Section A.19.		5	
<i>The Solicitation Coordinator will use this sum and the formula below to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.</i>			<b>Total Raw Weighted Score:</b>		
			(sum of Raw Weighted Scores above)		
<b>Total Raw Weighted Score</b>			<b>= SCORE:</b>		

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

<b>RESPONDENT LEGAL ENTITY NAME:</b>					
<b>Response Page # (Respondent completes)</b>	<b>Item Ref.</b>	<b>Section C— Technical Qualifications, Experience &amp; Approach Items</b>	<b>Item Score</b>	<b>Evaluation Factor</b>	<b>Raw Weighted Score</b>
<b>Maximum Possible Raw Weighted Score</b> <i>(i.e., 5 x the sum of item weights above)</i>		<b>X 60</b> <i>(maximum possible score)</i>			
<i>State Use – Evaluator Identification:</i>					
<i>State Use – Solicitation Coordinator Signature, Printed Name &amp; Date:</i>					

**COST PROPOSAL & SCORING GUIDE**

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

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

**NOTE: Example of the application of the Contractor proposed Fee:**

It is estimated that the maximum annual value of maintenance will be \$15,000,000 The value of the equipment will be maintained in Maintenance Equipment List (MEL) Attachment E subset C6a. The proposed fee will be fixed for the Contract Term including all options.

The MEL (Attachment E) subset C6a is an example of the document that will be used during the Term of the Contract. The actual monthly Fee will be established each month.

*\*Current MEL can be provided for this solicitation with a signed and returned Non-Disclosure Agreement (NDA) – Please reach out to the solicitation coordinator for a copy of the NDA*

**Example** of how the monthly fee will be established follows:

- Awarded vendor bid 10% as the annual contract maintenance fee
- Annual Value: \$15,000,000.00
- The monthly payment would be \$125,000.00. ( $\$15,000,000 * 10\% / 12$ )
- Following month the MEL drops to \$14M, monthly fee: \$116,666.66 ( $\$14,000,000.00 * 10\% / 12$ )

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

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

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

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

**RFP ATTACHMENT 6.3. (continued)**

<b>RESPONDENT LEGAL ENTITY NAME:</b>			
Cost Item Description	Proposed Cost	State Use Only	
		Evaluation Factor	Evaluation Cost (cost x factor)
Priority Level Support Maintenance Fee: Applied to Manufacturer's List Price for the equipment listed in RFP 6.6 Pro Forma Contract – Attachment E C6a.	%  <b>/ YEAR</b>	20,000,000	
<b>EVALUATION COST AMOUNT</b> (sum of evaluation costs above): The Solicitation Coordinator will use this sum and the formula below to calculate the Cost Proposal Score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.			
$\frac{\text{lowest evaluation cost amount from all proposals}}{\text{evaluation cost amount being evaluated}}$		$\times 30$ (maximum section score)	= <b>SCORE:</b>
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 # 32110-37101".

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 # 32110-37101 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.**

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

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

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



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

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

**REFERENCE SIGNATURE:**

(by the individual completing this request for reference information)

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

**DATE:**

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**RFP ATTACHMENT 6.5.**

**SCORE SUMMARY MATRIX**

	<i>RESPONDENT NAME</i>		<i>RESPONDENT NAME</i>		<i>RESPONDENT NAME</i>	
<b>GENERAL QUALIFICATIONS &amp; EXPERIENCE</b> (maximum: 10)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	<b>AVERAGE:</b>		<b>AVERAGE:</b>		<b>AVERAGE:</b>	
<b>TECHNICAL QUALIFICATIONS, EXPERIENCE &amp; APPROACH</b> (maximum: 60)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	<b>AVERAGE:</b>		<b>AVERAGE:</b>		<b>AVERAGE:</b>	
<b>COST PROPOSAL</b> (maximum: 30)	<b>SCORE:</b>		<b>SCORE:</b>		<b>SCORE:</b>	
<b>TOTAL RESPONSE EVALUATION SCORE:</b> (maximum: 100)						
<i>Solicitation Coordinator Signature, Printed Name &amp; Date:</i>						

**RFP # 32110-37101 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 GENERAL SERVICES, CENTRAL PROCUREMENT OFFICE**  
**AND**  
**CONTRACTOR NAME**

This Contract, by and between the State of Tennessee, Department of General Services, Central Procurement Office ("State") and **Contractor Legal Entity Name** ("Contractor"), is for the provision of Audiovisual and Videoconferencing Maintenance, 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, services, support, and deliverables for the maintenance of current and future audiovisual (AV) and videoconferencing (VC) Equipment, and related equipment throughout the State. The supported Equipment is listed on the Maintenance Equipment List (MEL). The supported AV/VC systems are considered to be business critical to the State.

Contractor shall provide the following: telephone technical support, on-site technical support, remote access technical support, equipment maintenance, repair and replacement of failed components, service required installation of all replacement hardware and software including related and integrated components and required programming fixes and commissioning of all related and integrated hardware and software.

A.2. Definitions. For purposes of this Contract, definitions shall be as follows and as set forth in the Contract:

1. Advanced Replacement. A requirement that replacements for failed or defective Equipment are sent out prior to a manufacturer or service center receiving the failed or defective Equipment.
2. Audiovisual / Video-Conferencing Systems (AV/VC Systems). Any State owned and operated electronic system that uses two or more components acting in sync to emit and/or capture sound as well as display and/or capture video content and has Equipment listed on the MEL.
3. Authorized Work. Any responsive Work Product to Service Calls that comply fully with the terms of this Contract and specifically excludes all non-compliant Work Product offered.
4. Business Critical. Necessary for the proper function of State business and requiring Contractor to respond to requests for Service Calls within the contracted time frame(s).
5. Business Day. Monday through Friday (7:00 am through 4:30 pm central time), except State holidays.
6. Commissioning. The methodical process of certifying an AV/VC system as ready use after installation or repair of hardware or software as detailed in the Systems Installation & Commissioning Procedure (Attachment D).
7. End of Life. (EOL) A Manufacturer's schedule to discontinue selling and supporting a specific product or a complete line of products. The EOL date will be considered the last date of manufacturer support for a specific product.

8. Equipment. Technology hardware included in a AV/VC System such as all required components, connectors, power supplies or other accessories required for full implementation, use, commissioning, or operations as originally designed, including replacement hardware
9. Exception Request. A written request to provide alternative Work Product or Equipment submitted to UCC by Contractor in accordance with the Exception Request and Loaner Equipment Procedure (Attachment D).
10. Guidelines for Video Conferencing and Audiovisual Systems. The set of instructions to be followed by Contractor for all AV/VC Systems installations and programming.
11. Labor. Includes installation, troubleshooting, programming, project management and any other support tasks necessary to carry out the terms and goals of this contract.
12. Level Four Support. On-site support methods, and any Level Three Support that is required to facilitate the on-site support.
13. Level One Support. The initial gathering of information related to an incident and the creation of a ticket in the appropriate State system by the STS Customer Care Center.
14. Level Three Support. Remote support by Contractor at the request of UCC to include troubleshooting, diagnostics, advice, research, and telephone support and computer assisted remote management.
15. Level Two Support. Elevated response by the UCC team for tickets that are not able to be resolved by the STS Customer Care Center.
16. Level Zero Support. Self-help style support in the form of knowledge base articles, frequently asked questions, user operable software tools, and similar assistances to aid end users of AV/VC Systems in diagnosing and resolving any issues that they may have with those systems.
17. Maintenance Equipment List (MEL). The list of in-service AV/VC Systems and Equipment (Attachment E C6a) throughout the State that is covered under this Contract, as modified and updated throughout the life of the Contract in accordance with the Maintenance Equipment List Procedure (Attachment D).
18. Manufacturer. The producer of any AV/VC system component or equipment covered under this Contract.
19. New Installation. A new installation is any deployment of Equipment that is to be covered by the MEL including components of an existing system unless the component is being replaced as part of a maintenance Service Call.
20. Next Business Day. The term “next business day” refers to the business day consecutively following the business day of an incident.
21. Service Calls. Refers to a Technician responding to a Level Three or Level Four Support request placed by the UCC with the Contractor.
22. System Move. A request by a UCC customer to uninstall a system from one location and re-install the system at another location.
23. Technician. The term “Technician” refers to any Contractor service or support staff who are responding to requests for New Installations, System Moves, or Service Calls.

24. UCC. Unified Communications and Collaboration team providing technical direction to the Contractor on a day-to-day basis.
25. Work Product. Any measurable and quantifiable Authorized Work completed by the Contractor.

#### A.3. Equipment Requirements

- 1) The Contractor shall maintain their own Cisco hardware maintenance agreement for Cisco codecs (8x5xNBD).
- 2) The requirement for Contractor to maintain their own Cisco hardware maintenance agreement may be waived by state if UCC elects to enter into a similar agreement directly with Cisco, in which event Contractor will be the primary servicer of that agreement.
- 3) All hardware and related components, as delivered, must meet the relevant manufacturer's current specifications.
- 4) Contractor shall maintain the compatibility and adherence to functional requirements and specifications of all hardware as originally specified and installed, which may be completed by use of alternative equipment with written UCC approval if the original equipment has been changed by the manufacturer. Contractor shall use the Exception Request Procedure (Attachment D) to request any changes of hardware. Regardless of changes by the manufacturer in product specifications or operational characteristics.
- 5) Contractor shall provide all system software as offered by the manufacturer as the most current version. All system software shall be updated throughout the contract term to the latest version available from the manufacturer if requested by UCC.
- 6) To maintain compatibility, the Contractor shall provide replacement hardware, replacement software, related components and connections, installation, configuration, and function testing approved by the State to maintain the operational functionality of the equipment. Compatibility of any and all Equipment with the State's existing call control, session management, provisioning platforms, infrastructure equipment, and endpoints (codecs) shall be a mandatory requirement of any goods, services, support, or deliverables provided by the Contractor.

#### A.4. Current Process Overview

- 1) UCC provides Guidelines for Video Conferencing and Audiovisual Systems" (Attachment D) that are required for all Contractors to use on State-owned AV/VC Systems. These guidelines apply to new and existing AV/VC Systems. These guidelines may be updated periodically at the sole discretion of the UCC to conform with changes in technology as well as adherence to industry best practices.

#### A.5. General Contractor Requirements

- 1) Contractor shall be properly licensed and insured as required by the Tennessee Board for Licensing Contractors and all applicable State laws and regulations for all work to be completed under this Contract.
- 2) Contractor shall be responsible for all repair or replacement of items listed in the MEL regardless of manufacturer warranty coverage status.
- 3) Contractor shall not be paid any compensation other than the compensation set forth in Section C for MEL covered Equipment.

#### A.6. Staffing Requirements

- 1) Contractor shall fully staff all required support staff positions for the entire duration of the contract. The required support staff must include the following minimum positions:
  - a. One (1) Account Manager:
 

The Account Manager shall be responsible for administrative tasks, State questions regarding contract compliance, billing, MEL updates, EOL evaluations, and similar tasks required for the continuance of the contract.
  - b. One (1) Service Manager and/or Help Desk Manager:
 

The Service Manager and/or Help Desk Manager shall be responsible for the management and deployment of Technicians, Programmers, and other specialists to respond to requests for Level Two Support, Level Three Support, and Service Calls under this contract, and shall have authority to resolve any service-based complaints or concerns of State.
  - c. Three (3) Service Technicians able to be on-site anywhere in Tennessee in the timeframes required by the contract.
  - d. One (1) Crestron Programmer
- 2) Contractor must notify UCC of any changes in support staff within three (3) business days. Changes may include reduction, replacement, or increase of support staff.
- 3) The Contractor shall limit resources to US-based (onshore) resources only (including personnel).

#### A.7. Training & Certifications

- 1) Each Technician assigned to work under this Contract must have the applicable certification for the Authorized Work performed.
- 2) Technicians must be certified for the term of this Contract to perform any and all repairs on the AV/VC Systems listed within the MEL.
- 3) State may require Contractor to provide proof of certificates for Technicians working on State AV/VC Systems.
- 4) Contractor's personnel providing technical support services must support any and all hardware and software purchased by the State as part of AV/VC Systems. If State adopts a new Manufacturer or Product Line UCC shall provide notice to Contractor. Contractor shall have six (6) months from time of notice to become appropriately trained and certified, or to provide UCC with notification that they cannot become appropriately trained and certified.
- 5) Upon request Contractor must provide the State evidence of certified training for any manufacturer listed in the Manufacturer List (Attachment C) and the MEL as updated throughout the life of the Contract.
- 6) During the Term of the Contract Contractor shall maintain staff available to perform work under the contract with all certifications submitted as part of the bid response.

#### A.8. Tools & Information

- 1) All Technicians must have access through Contractor to all technical manuals required for repairs and maintenance of any AV/VC System under this Contract. All technical manuals required for repairs and maintenance of any AV/VC System under this Contract shall be provided by the Contractor.

- 2) All Technicians shall have all required tools with them when they respond to a Service Call for repairs and maintenance of any AV/VC System under this Contract.
- 3) Any Service Call that is responded to by a Technician who does not have the appropriate technical knowledge, tools, or Work Authorization to work on the AV/VC System will be denied access to the AV/VC System and will not be considered to be responsive to the Level Three Support request.
- 4) Contractor must have access through agreements with manufacturers to authorized Manufacturer software necessary to be capable of troubleshooting and implementing required changes to State Agency AV/VC systems.

A.9. Maintained Equipment Requirements

- 1) Equipment replaced during Service Calls must be the same make and model, or the equivalent shipping product as the hardware it is replacing (e.g. Crestron TSW-760 could be replaced by another TSW-760 or a TSW-770).
- 2) For Equipment under maintenance that is serviced or replaced the Contractor shall provide only new and the latest replacement hardware, software, and other related parts and components provided by the manufacturer when available.
- 3) If new replacement parts are not available Contractor may submit a Exception Request to use factory refurbished parts to complete a maintenance repair.
- 4) Equipment delivered under this contract shall be accompanied by all necessary and/or usual industry standard software, hardware, cabling, mounting brackets, and documentation or manuals for such products, to include, patches, updates, and/or service packs as required, to integrate component parts into a totally functional network system, without additional cost to State.
- 5) If the Contractor is found to be responsible for the voiding of any manufacturer's warranty due to the action or inaction by the Contractor at the sole discretion of the State, the Contractor shall to cure any voided manufacturer's warranty at the direction of UCC, which may include replacement of any impacted AV/VC System components by certified Technicians. Cure methods may include replacement of the Equipment, evaluation and reissue of warranty by Manufacturer, or any other method that restores the protection of the manufacturer's warranty.
- 6) Contractor is responsible for the function of all AV/VC Systems repaired under this Contract as defined by the installation scope(s) of work for the AV/VC System being repaired.
- 7) Contractor shall ensure that all Work Product including all hardware, firmware, software, installation, integration, commissioning, programming, training, and system documentation are complete, correct, and match the requested scope of work for the specific project as well as all of the UCC documented Equipment and system installation standards.

A.10. Maintenance Equipment List (MEL)

- 1) Contractor in conjunction with UCC shall maintain and update the MEL, (Attachment E C6a), in accordance with the MEL Procedure (Attachment D) which shall be updated by the State periodically.
- 2) The MEL update will include the addition of AV/VC Systems that have been installed by UCC Equipment Contractor and fully commissioned in accordance with the Commissioning Procedure.
- 3) This MEL update will include the removal of AV/VC Systems or Equipment that has been decommissioned by the state, has been determined to be EOL, or at the direction of UCC in accordance with the MEL Procedure.



A.11. Advanced Replacement

- 1) Equipment replacement availability provided by Contractor for all AV/VC System Equipment listed on the MEL must include Advanced Replacement of any defective hardware or software.
- 2) Contractor is responsible for procuring and keeping current manufacturer advanced replacement level support from Cisco for all Cisco Equipment supported on this maintenance contract.

A.12. Hardware Delivery

- 1) Equipment replacements shall be delivered to the Technician's dispatch location.
- 2) Oversized items may be shipped directly to the State location with prior written approval by UCC-STC.
- 3) Technician(s) shall be on-site to receive authorized oversized item deliveries.
- 4) State is not responsible for Equipment shipped to site or damaged during shipment.
- 5) Contractor shall dispatch required Technician(s) so that they are on-site during normal business hours at State locations on the same day as any replacement parts, in order for the Technician(s) and part to both be on-site the same day.

A.13. Monitors

- 1) Replacement monitors shall be equal to or better than the manufacturer's recommendation for replacements. If this is not possible due to limitations outside of the Contractor's control Contractor may submit a Exception Request.
- 2) Monitors under maintenance that need to be replaced will have a three (3) business day delivery turn around.

A.14. Firmware and Software Revisions and Upgrades

- 1) Contractor shall provide support in maintaining or updating firmware or software as requested by UCC.
- 2) All applications must be hosted in the state's cloud tenant unless an exception has been issued by the STS Security and Risk Management Team.

A.15. Service Calls

- 1) Service Calls to provide Level Three or Level Four Support to existing AV/VC Systems that have had a failure of function shall be performed in accordance with the Service Call Procedure (Attachment D) which shall be updated by State periodically.
- 2) System Moves that provide the relocation of an existing AV/VC System from one physical location to another shall be performed in accordance with the System Move Procedure (Attachment D) which shall be updated by State periodically. Contractor will be responsible for maintenance related Service Calls on moved systems after recommissioning, and the moving AV/VC system will stay on the MEL during the move. The contractor performing the move of the AV/VC system will be responsible for the full operations and commissioning of the system after the move.

A.16. Support Required

- 1) Contractor shall provide maintenance support to include Level Three and Level Four technical support to all AV/VC Systems with Equipment listed on the MEL.

- 2) Contractor is responsible for the continued operation of AV/VC Systems and Equipment listed on the MEL.
- 3) Equipment maintenance policies and procedures under this Contract may be periodically updated by the State. Notice of updated Equipment maintenance policies and procedures will be given to Contractor within five (5) business days and are considered in effect when sent to Contractor by the State.

A.17. Expected Timeframes

- 1) The State may require specific timeframes for the delivery of Equipment and services listed on the MEL and Service Call operations. All references made to time refer to local time within the time zone of the Agency destination (Central Standard Time/Daylight Savings Time or Eastern Standard Time/Daylight Savings Time).
- 2) Unless otherwise stipulated under this Contract, Contractor is required to have next business day availability on all manufacturer products on the MEL.
- 3) Unless otherwise stipulated under this Contract, Contractor shall deliver replacement parts on-site the next business day. This applies to all AV/VC Systems and Equipment listed on the MEL.
- 4) Contractor shall deliver, install, and commission replacement chassis & card-based Video Matrix Chassis(s) with a manufacturer list price of more than \$10000 within five (5) business days of initial Service Call request. This is an exception to the general next business day requirement. All-in-one style systems similar to Crestron DMPS devices are not included in this exception.
- 5) Any exceptions to replacement times in this contract requires written UCC approval as set forth in the Exception Request Procedure.
- 6) All Administrative Requests shall be acknowledged to by Contractor within one (1) business day of Contractor being contacted by UCC.
- 7) All Administrative Requests shall be substantively responded to by Contractor within two (2) business day of Contractor being contacted by UCC.
- 8) All Service Call Requests by UCC shall be substantively responded to by Contractor within two (2) hours of Contractor being contacted by UCC.
- 9) All Service Calls requiring escalation to on-site support, at sole discretion of UCC, shall be scheduled for the following Business Day.
- 10) The cut-off for next business day parts delivery requirement is 2:00 pm Central Time. Service Call requests initiated after this time by UCC have delivery and on-site service deadlines extended by one (1) business day.
- 11) The cut-off for next business day service requirement is 2:00 pm Central Time. Service Call requests initiated after this time by UCC have delivery and on-site service deadlines extended by one (1) business day.
- 12) The MEL will be updated monthly within the last full calendar week of the month.
- 13) The MEL will be audited for missed EOL Equipment annually in the month of April.
- 14) Monthly breach points accrued under the Breach Procedure and related Schedules of Breaches will be accrued during each calendar month and reset to zero (0) at the first day of the following month.

15) Annual breach points accrued under the Breach Procedure and related Schedules of Breaches will be accrued during each contract year and reset to zero (0) at the first day of the following contract year, as determined by the contract effective date.

16) All Service Calls are to be diagnosed and resolved within a single visit to a site.

17) Policies and procedures may have supplemental expected timeframes policies to address specific concerns.

A.18. Manufacturer Authorization & Agreements

1) Contractor shall maintain for the duration of the Contract service agreements with Equipment manufacturers to ensure manufacturer level support of products and shipment of replacement parts for all AV/VC Systems per Section A.18.

A.19. Communication

1) Within 10 business days of Contract Effective Date Contractor shall provide the name, title, email addresses, and telephone numbers for the Local Service Manager and Regional Service Manager.

2) If any of the contact information provided to UCC changes during the Term of the Contract Contractor shall notify UCC in writing within 10 business days.

3) Contractor shall provide UCC with an email dedicated to service requests.

4) Contractor shall provide UCC with a local Nashville, TN or toll free telephone number for reporting service issues.

5) Contractor shall provide UCC an email address, telephone number, and fax number for each point of contact detailed in this Contract.

A.20. Replacement Parts Documentation

If Equipment is required to be returned to the manufacturer for any reason, the responding technician is required to document in writing the part with the State and then facilitate the return. The documentation shall include at a minimum the make, model, serial number, state asset tag number, and AV/VC System of the Equipment.

A.21 Catalog Management

The Contractor shall assist the State in routine updates and management of the make, model, and pricing of equipment in the State's catalog of AV products. The catalog shall be updated as required and approved by the state to remain technologically current.

A.22. 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.23. 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.
- B.3. Term Extension. The State may extend the Term an additional period of time, not to exceed one hundred-eighty (180) days beyond the expiration date of this Contract, under the same terms and conditions, 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. Estimated Liability. The total purchases of any goods or services under the Contract are not known. The State estimates the purchases during the Term shall be **FIFTEEN MILLION DOLLARS (\$15,000,000.00)** ("Estimated 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
- C.2. Compensation Firm. The payment methodology in Section C.3. of this Contract shall constitute the entire compensation due the Contractor for all goods or services provided under this Contract regardless of the difficulty, materials or equipment required. The payment methodology includes all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Contractor.
- C.3. Payment Methodology. The Contractor shall be compensated based on the payment methodology for goods or services authorized by the State in a total amount as set forth in Section C.1.
- a. The Contractor's compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.

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

Goods or Services Description	Amount (per compensable increment)
Priority Level Support Maintenance Fee: Applied to Manufacturer's List Price for the equipment listed in the Contract, Contracted Fee Percentage for each year of the Term	x% of MEL Value / 12 MO

c. the State will re-evaluate the covered equipment on the Maintenance Equipment List (MEL) at the end of every month (both additions and deletes) for the next month and pay 1/12 of the revised annual maintenance price for all covered equipment for that month.

d. The monthly invoice shall be calculated using the following example.

1.  $(\text{MEL Value} \times \text{C.3.b percentage}) / 12 = \text{monthly fee}$

e. Any service credits incurred during the month in accordance with Attachment D shall be deducted from the calculated monthly fee in d. above.

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:

State of Tennessee  
 Department of Finance and Administration  
 Billing Services  
 21st Floor, WRS TN Tower  
 312 Rosa L. Parks Ave.  
 Nashville, TN 37243  
 Billing.Services@tn.gov

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 Finance and Administration, Strategic Technology Solutions;
- (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:

State Contact Name & Title  
 State Agency Name  
 Address  
 Email Address  
 Telephone # Number  
 FAX # Number

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 by submitting to the State a completed Attestation (accessible through the Edison Supplier Portal) and included at Attachment A, semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.
- b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.
- c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
- d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.



- e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.
- D.11. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.12. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.13. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.14. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.
- D.15. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one Party are not employees or agents of the other Party.
- D.16. Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless from any costs to the State arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.
- D.17. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. Notwithstanding anything else herein, the State's total liability under this Contract (including without limitation any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Estimated 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 Estimated 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.

- D.19. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys' fees, court costs, expert witness fees, and other litigation expenses for the State to enforce the terms of this Contract.

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

- D.20. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Contract.

- a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.
- b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.
- c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.
- d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

- D.21. Tennessee Consolidated Retirement System. Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, *et seq.*, the law governing the Tennessee Consolidated Retirement System ("TCRS"), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-35-101, *et seq.*, accepts State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.

- D.22. Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.
- D.23. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
  - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
  - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
  - d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

- D.24. Force Majeure. “Force Majeure Event” means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor’s representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor’s performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees for the affected obligations until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.
- D.25. State and Federal Compliance. The Contractor shall comply with all State and federal laws and regulations applicable to Contractor in the Contractor’s performance of this Contract.

- D.26. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 408.
- D.27. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.
- D.28. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.
- D.29. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.30. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:
- a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
  - b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below), which includes Attachments A-E; Attachment A – Attestation, Attachment B – Sample Letter of Diversity Commitment, Attachment C – Guidelines for Video Conferencing and Audiovisual Systems, Attachment D – UCC Procedure Guide, Attachment E – UCC Procedure Forms and Examples Packet,.
  - c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
  - d. the State solicitation, as may be amended, requesting responses in competition for this Contract;
  - e. any technical specifications provided to proposers during the procurement process to award this Contract; and
  - f. the Contractor's response seeking this Contract.
- D.31. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Contract. The Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.32. Insurance. Contractor shall maintain insurance coverage as specified in this Section. The State reserves the right to amend or require additional insurance coverage, coverage amounts, and endorsements required under this Contract. Contractor's failure to maintain or submit evidence of insurance coverage, as required, is a material breach of this Contract. If Contractor loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term, Contractor shall immediately notify the State. All insurance companies providing coverage must be: (a) acceptable to the State; (b) authorized by the Tennessee Department of Commerce and Insurance ("TDCI"); and (c) rated A- / VII or better by A.M. Best. All coverage must be on a primary basis and noncontributory with any other insurance or self-insurance carried by the State. Contractor agrees to name the State as an additional insured on any insurance policy with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) insurance. All policies must contain an endorsement for a waiver of subrogation in favor of the State. Any deductible or self insured retention ("SIR") over fifty thousand dollars (\$50,000) must be approved by the State. The deductible or SIR and any premiums are the

Contractor's sole responsibility. The Contractor agrees that the insurance requirements specified in this Section do not reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements.

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

Contractor shall provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified in this Section. The COI must be on a form approved by the TDCI (standard ACORD form preferred). The COI must list each insurer's National Association of Insurance Commissioners (NAIC) number and be signed by an authorized representative of the insurer. The COI must list the State of Tennessee – CPO Risk Manager, 312 Rosa L. Parks Ave., 3<sup>rd</sup> floor Central Procurement Office, Nashville, TN 37243 as the certificate holder. Contractor shall provide the COI ten (10) business days prior to the Effective Date and again thirty (30) calendar days before renewal or replacement of coverage. Contractor shall provide the State evidence that all subcontractors maintain the required insurance or that subcontractors are included under the Contractor's policy. At any time, the State may require Contractor to provide a valid COI. The Parties agree that failure to provide evidence of insurance coverage as required is a material breach of this Contract. If Contractor self-insures, then a COI will not be required to prove coverage. Instead Contractor shall provide a certificate of self-insurance or a letter, on Contractor's letterhead, detailing its coverage, policy amounts, and proof of funds to reasonably cover such expenses. The State reserves the right to require complete 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 Tenn. Code Ann. § 12-3-515, shall be a material provision of this Contract. The Contractor acknowledges, understands, and agrees that the inclusion of a term or condition prohibited by Tenn. Code Ann. §

12-3-515, shall be null and void and the Contract shall be enforceable as if the Contract did not contain such term or condition.

**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 RFP 32110-37101 (Attachment B) 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. State ownership of Goods. The State shall have ownership, right, title, and interest in all goods provided by Contractor under this Contract including full rights to use the goods and transfer title in the goods to any third parties.
- E.4. 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.5. 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.

- E.6. 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.
- E.7. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible personal property furnished by the State for the Contractor's use under this Contract. Upon termination of this Contract, all property furnished by the State shall be returned to the State in the same condition as when received, less ordinary wear and tear. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the fair market value of the property at the time of loss.
- E.8. Prohibited Advertising or Marketing. The Contractor shall not suggest or imply in advertising or marketing materials that Contractor's goods or services are endorsed by the State. The restrictions on Contractor advertising or marketing materials under this Section shall survive the termination of this Contract.
- E.9. Statewide Contract. This Contract establishes a source or sources of supply for all Tennessee State Agencies. "Tennessee State Agency" refers to the various departments, institutions, boards, commissions, and agencies of the executive branch of government of the State of Tennessee with exceptions as addressed in Tenn. Comp. R. & Regs. 0690-03-01-.01. The Contractor shall provide all goods or services and deliverables as required by this Contract to all Tennessee State Agencies. The Contractor shall make this Contract available to the following entities, who are authorized to and who may purchase off of this Statewide Contract ("Authorized Users"):
- a. all Tennessee State governmental entities (this includes the legislative branch; judicial branch; and, commissions and boards of the State outside of the executive branch of government);
  - b. Tennessee local governmental agencies;
  - c. members of the University of Tennessee or Tennessee Board of Regents systems;
  - d. any private nonprofit institution of higher education chartered in Tennessee; and,
  - e. any corporation which is exempted from taxation under 26 U.S.C. Section 501(c) (3), as amended, and which contracts with the Department of Mental Health and Substance Abuse to provide services to the public (Tenn. Code Ann. § 33-2-1001).

These Authorized Users may utilize this Contract by purchasing directly from the Contractor according to their own procurement policies and procedures. The State is not responsible or liable for the transactions between the Contractor and Authorized Users.

- E.10. Statewide Contract Reports. All reports shall be submitted electronically in Microsoft Excel format. Reports shall include the ability to sort or summarize data in accordance with the Contract Administrator's specifications. All reports shall be provided at no additional cost to the State.

Quarterly Reports: Contractor(s) will submit quarterly reports to the Contract Administrator no later than **ten (10)** days after the end of the State's quarter (e.g. a fiscal year quarter 2 report for October - December is due no later than **January 10th**). At the Contract Administrator's sole discretion, the State may extend the time allowed to complete quarterly reports. Quarterly reports shall provide statistical data on all purchases under this Contract by Tennessee State Agencies and Authorized Users. At minimum, the quarterly report's statistical data shall be detailed and broken down by line item to include:

1. Edison contract number
2. Contract line item number
3. Invoice date
4. Invoice number
5. Supplier part number
6. Item or bundle description
7. Quantity purchased
8. Unit of measure
9. Unit of measure description
10. Name of State Agency or Authorized User
11. Identity of purchaser: State entity or non-State entity
12. State Agency location
13. Unit/Contract price per line item
14. List price as listed in supplier's catalog if catalog item
15. Subtotals for each category above
16. Grand totals for each category above

Custom Reports: When requested by the State, the Contractor shall submit custom reports to the Contract Administrator within thirty (30) days of the request.

E.11. Survival. The terms, provisions, representations, and warranties contained in this Contract which by their sense and context are intended to survive the performance and termination of this Contract, shall so survive the completion of performance and termination of this Contract.

E.12. Contractor Hosted Confidential Data, Audit, and Other Requirements

a. 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.
- (4) All State data must remain in the United States, regardless of whether the data is processed, stored, in-transit, or at rest. Access to State data shall be limited to US-based (onshore) resources only. Configuration or development of software and code is permitted outside of the United States. However, software applications designed, developed, manufactured, or supplied by persons owned

or controlled by, or subject to the jurisdiction or direction of, a foreign adversary, which the U.S. Secretary of Commerce acting pursuant to 15 CFR 7 has defined to include the People's Republic of China, among others are prohibited. Any testing of code outside of the United States must use fake data. A copy of production data may not be transmitted or used outside the United States.

#### E.13. 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.

E.14. 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. The 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.

**IN WITNESS WHEREOF,**

**CONTRACTOR LEGAL ENTITY NAME:**

---

**CONTRACTOR SIGNATURE**

**DATE**

---

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

**DEPARTMENT OF GENERAL SERVICES, CENTRAL PROCUREMENT OFFICE**

---

**NAME & TITLE**

**DATE**

**ATTACHMENT A****ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE**

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

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

---

**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**

## ATTACHMENT B

---

***(Fill out only by selected Contractor)***

## LETTER OF DIVERSITY COMMITMENT

*(Company Letterhead/Logo)*

*(Address)*

*(Date)*

*(Salutation),*

**(Company Name)** is committed to achieving or surpassing a goal of **(numeral)** percent spend with certified diversity business enterprise firms on State of Tennessee contract # **(Edison document #)**. Diversity businesses are defined as those that are owned by minority, women, service-disabled veterans, businesses owned by persons with disabilities, and small businesses which are certified by the Governor's Office of Diversity Business Enterprise (Go-DBE).

We confirm our commitment of **(percentage)** participation on the **(Contract)** by using the following diversity businesses:

- (i) Name and ownership characteristics (i.e., ethnicity, gender, service-disabled veteran, or disability) of anticipated diversity subcontractors and suppliers:

\_\_\_\_\_

- (ii) Participation estimates (expressed as a percent of the total contract value to be dedicated to diversity subcontractors and suppliers):

\_\_\_\_\_ %.

- (iii) Description of anticipated services to be performed by diversity subcontractors and suppliers:

\_\_\_\_\_

We accept that our commitment to diversity advances the State's efforts to expand opportunity of diversity businesses to do business with the State as contractors and sub-contractors.

Further, we commit to:

1. Using applicable reporting tools that allow the State to track and report purchases from businesses owned by minority, women, service-disabled veterans, businesses owned by persons with disabilities, and small businesses.
2. Reporting monthly to the Go-DBE office the dollars spent with certified diversity businesses owned by minority, women, service-disabled veterans, businesses owned by persons with disabilities, and small business accomplished under contract # **(Edison number)**.

**(Company Name)** is committed to working with the Go-DBE office to accomplish this goal.

Regards,

*(Company authority – signature and title)*

## UNIFIED COMMUNICATIONS & COLLABORATION

### Guidelines for Video Conferencing and Audiovisual Systems

This attachment is found at the following website address: **A link will be provided in the final version of the contract documents after award. In the final contract documents only the link will be shown.**

**[Placeholder for URL Link]**

## UNIFIED COMMUNICATIONS & COLLABORATION

### Guidelines for Video Conferencing and Audiovisual Systems

Tennessee Department of Finance & Administration | Guidebook | November 2023



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<b>Version History</b>			
<b>Version</b>	<b>Description of Change</b>	<b>Author</b>	<b>Effective Date</b>
1.0	Initial Release	L. Houk	12/4/2023

## Overview

This guide is intended to help vendors, contractors, state agencies, and employees implement functional and efficient video conferencing and audiovisual systems to the state architecture. Updates will be made to this document as needed to answer questions and increase clarity. The layout of this guide is primarily alphabetical by subject to make it easier to lookup specific situations or concerns. A thorough knowledge of complex audio video systems is necessary for the proper implementation of these guidelines.

### **Project Purpose/Justification**

Starting in October 2023 the Unified Communications and Collaboration (UCC) team narrowed its focus to provide video conferencing solutions. The state continues to support existing and previously designed audiovisual systems until appropriate end of system life dates.

This guide is intended as a living document and will be updated in response to the evolving nature of technology, the needs of the state, and to answer any frequently asked questions. This guide is not intended to replace the services of a professional, trained, and competent audiovisual company and should not be used to deploy systems without professional assistance.

These guidelines will evolve over time as we continue to improve our guidelines and best practices. If you have any suggestions or questions about the guidelines and best practices, please contact the UCC team. Errors that occur in this document may exist due to changes in state naming, policy, procedure, or restrictions. Updates will be made to correct any errors found in a timely manner.

### **New Systems**

All new systems deployed by UCC shall consist of video conferencing solution packages which may update components from time to time to meet changes in technology and state needs. Any work-in-progress audiovisual systems that were requested prior to the change in UCC focus are grandfathered and excepted from this limitation until their system end of life date.

### **Existing Systems**

All systems under maintenance contract are intended to be kept in proper serviceable order with the same features and components as when each one was most recently installed or updated by UCC. New systems will be added to the maintenance contract on a rolling basis as each is brought into service. Existing systems that reach their individual end of life date will be removed from maintenance and service.

### **Business Need**

Currently UCC provides small, medium, and large video conferencing packages. The agencies of the state may have business use cases that the UCC video conferencing packages do not satisfy. To satisfy those business needs a third-party provider may be engaged directly by the agency.

### **Notice of Non-Support**

UCC is not able to support any system or component deployed by an agency using a company acting as a third-party provider. This limitation encompasses but is not limited to any design, implementation, programming, installation, troubleshooting, and repair. No systems or components deployed by a company acting as a third party provider may be added to the UCC Maintenance Equipment List and Maintenance Contract.

## General

### Archives and Deliverables (Files)

Upon completion of installation, programming and training a single .zip file must be provided to the Agency prior to system sign-off. This .zip must contain all applicable files from the following non-exhaustive list:

- a. Completed touch panel user interface archive files and all associated assets.
- b. Archived control processor program including all modules used in the program.  
All files must be editable for future program changes.
- c. A list of IP assignments for networked devices, including MAC addresses when applicable / required for installation.
- d. Serial numbers for all electronic devices.
- e. Biamp DSP configuration files.
- f. As-built drawings including cable numbers.
- g. Training documentation.

**The aforementioned .zip file is required for project sign-off.**

### Audio, including Digital Signal Processors (DSP)

#### Acoustic Echo Cancellation

Echo cancellation reference signal(s) will be a discreet output of the audio DSP internal matrix. If a system has voice lift and ceiling mics, multiple AEC references will need to be used. These discreet matrix output(s) will be routed to the proper reference point in the DSP.

#### Audio Level Controls

- a. Level controls in the DSP should be controlled pre-matrix. Cascading level controls should not be used.
- b. Post-matrix user controls:
  1. Room Mute
  2. Privacy Mute: far end feeds (Video Conferencing, Audio Conferencing, Streaming etc.)
  3. Pre-matrix user controls:
    - Program volume
    - Microphone volumes (for voice lift/close mics only)
    - Conference Receive(s)

### Digital Signal Processors (DSP)

- a. The majority of the current state audiovisual systems with DSP(s) have been deployed using Biamp Tesira Forte VT and/or Server IO audio DSP systems.
- b. In integrated AV systems, audio power amplifiers will be set to 0dB/unity gain to prevent user tampering as well as for easy level recall during service and amplifier replacement. The DSP output to the amplifier will need to be adjusted to an appropriate level at the DSP output.

### Microphones

- a. All podiums will be outfitted with a podium microphone unless specified otherwise.
- b. Wireless microphone transmitters and receivers will be deployed on a 1:1 basis. No combo systems where bodypack/hand-held transmitters use the same RF receiver/channel will be allowed.
- c. Any conferencing system that includes a podium shall include a podium microphone as well.
- d. Boundary microphones shall not be used for voice lift.
- e. Ceiling microphones shall be used for conferencing or recording; they shall not be used for voice lift in the room.

### Speakers

Typically, the JBL Control 26CT has been used as the default speaker in most designs due to its proven longevity and acceptable response ranges for conference and training room needs.

### Video Conferencing and Software Based Conferencing

- a. Selecting Video Conferencing (VC) on a touch panel should also enable the correct audio for a videoconference. A volume control for incoming audio should be included with the VC controls. Transmit levels will be preset to nominal and should not be accessible by the end-user.
- b. VC systems are typically deployed as a single monitor system.
- c. Program audio shall not be routed to the codec over HDMI from the video switch. Program audio shall be sent from the conferencing DSP. This will allow the user to have discreet volume control over far-end and program volume.
- d. A privacy mute should be provided. This control should also mute other far-end audio feeds (i.e., MediaSite, VoIP etc.).

## Branding

Vendor information shall be limited to required documentation and paperwork. No aspect of the deployed system shall contain any vendor branding or contact information. This includes but is not limited to:

- a. Touch panel interfaces
- b. Training Documentation
- c. Rack Deployment

## Control Systems

### Audio Conferencing Integration

- a. Selection of Audio Conferencing should bring up the dialer controls as well as volume control for incoming audio and it should also enable the correct audio for an AC.
- b. The transmit level will be preset to an optimal level and should not be accessible by the end-user.
- c. A privacy mute should be provided.
- d. Once a call is connected, the dialer buttons will send DTMF.
- e. When a call is received a pop-up will be shown on the user interface to accept or reject the call.

### Auto System Off

All systems should be programmed to use the processor's internal clock (set to NTP) to power themselves off at 1:00 AM. The only exceptions would be emergency operations centers or 24-hour helpdesk type systems.

### Control Methods

#### *Infrared (IR)*

- a. IR control should not be used.
- b. In the event it is required, the IR emitters should be affixed with a strong but non-permanent adhesive that will not damage the equipment.
- c. Any adhesive used should be rated for the local environmental conditions including heat and humidity.

#### *Serial (RS-232)*

- a. RS232 is considered the most stable and durable control platform for devices such as codecs, displays, and other equipment that has an off state available when fully powered.

### *Consumer Electronics Control*

- a. CEC is typically not approved as a control mechanism except in dedicated Cisco/LG/Lightware integrations.
- b. As CEC has mixed implementation between products and manufacturers it is considered to be unreliable absent rigorous use case testing with exact equipment to be used.

### *Ethernet (IP)*

- a. Problems have been noted in some IP based control deployments, and thus it is often not recommended.
- b. If IP is the only control mechanism available then rigorous testing should be performed to ensure desired functionality including ability to boot from a cold start.

### *Wireless (Wi-Fi, Bluetooth, etc.)*

Wireless signals for control, including Wi-Fi, Bluetooth, and RF remotes are highly discouraged.

### **User Interfaces, including Touch panels and Remotes**

- a. A setting page should be included on all touch panels. This will provide access to display status, power, screen up/down, lamp hours (for lamped projectors), VC custom URL setup. This settings page should have a documented passcode to prevent accidental access.
- b. Handheld wireless remotes, or wireless touch panels are not to be deployed as the only means of control. All control systems must include a hardwired touch panel.

### **Video Conference Integration**

- a. Dialers will contain a standard 12-button dialer with a QWERTY keyboard subpage for URI dialing. Dial Buffers must be at least 64 characters to accommodate MS Teams, Webex, and other forms of URI dialing.
- b. Two custom dialer buttons should be added to the VC dialer. These buttons will append a dial string with a URL that will be user definable on the Settings Page. This will allow users to enter the meeting number and then press one of these buttons to complete the dial string to connect to Web Collaboration platforms.
- c. Once a call is connected, the dialer buttons will send DTMF.



### **Virtual and Cloud Processors**

No system should utilize virtual processors or cloud processing for room control.

### **Design**

A star topology should be the default in all systems. This will apply to network, audio, and video systems.

### **Divide/Combine Spaces**

In spaces where partitions are used to divide a large meeting space into smaller spaces, the control system should receive feedback on the state of the wall(s). This is typically done with a Crestron partition sensor (GLS-PART) or equivalent. The state of the wall sensor(s) will manage the divide/combine state of the control system and peripherals. Users shall not be required to input room divide/combine status.

### **Lifespan of System**

Any system deployed should have an expected lifespan detailed in the scope of work. Typically, these sorts of systems are expected to have a five-to-seven-year lifespan.

### **Maintenance & Support Contract**

- a. Audiovisual systems not purchased through the Strategic Technology Solutions (STS) Unified Communication & Collaboration (UCC) team will not be supported by STS-UCC as per current policy.
- b. Agencies purchasing non-STS supported audiovisual systems are strongly encouraged to purchase on-going maintenance support from the company the equipment is purchased from.

## Networking

### IP Addressing

#### *IP Range*

In a /24 Subnet, IP addressing of equipment should begin at .20 to avoid IP conflicts with network hardware. Subnets other than /24 will be dealt with on a case-by-case basis.

#### *Static IP*

All AV hardware should be assigned a static IP address from a subnet provided for each system by the State (with the exception of VoIP uplinks and MediaSite encoders which will operate in DHCP).

#### *DHCP*

DHCP is not appropriate or reliable for controlled devices in the current State network architecture.

#### *DHCP with Reservation*

DHCP with Reservation is not currently used by STS-UCC in deployment of Audio Video Systems. This is due to the complexities of the State network and current protocols. The feasibility of future use of DHCP with Reservation is under evaluation with no current change date.

#### *Switches*

All networked devices should be connected directly to a network switch provided by the State of Tennessee. Any special purpose switch, ex. AVB switch, must be approved by the State and meet State deployment guidelines.

### **Networked Digital Audio (AES67 / AVB / CobraNet / Dante / etc.)**

UCC has seen a great deal of diversity in the implementation of networked digital audio depending on the manufacturer. It is recommended that the installation vendor follow the manufacturers recommendations. All networked digital audio must be deployed using a dedicated switch.

### Topology

A star topology should be the default in all systems.

## Power

### Auto-Power

When a user connects their presentation device to a system the system will start in presentation mode. When the user disconnects a 2-minute timer will begin to countdown to system shut-down. The auto-off timer is intended for conference rooms and is not recommended in training rooms or extra-large meeting rooms.

### Power Loss

All integrated AV systems must be able to cold boot from a power failure into an operational state. This must be tested and validated by agency prior to signoff.

### Surge Protection

All equipment should be appropriately surge protected according to industry best practices.

### Remote Access

Any remote support access must comply with current State Network Security guidelines and Best Practices. Any questions regarding this should be asked of the appropriate networking team.

### Training

Third Party Providers should provide training on operations and troubleshooting to Agency support staff.

### Troubleshooting Guide

Third Party Providers should create and furnish a quick reference troubleshooting guide for common problems including but not limited to:

- a. Touchscreen not responding.
- b. Video not showing.
- c. Audio not playing.

### Used Equipment

No used equipment may be included in systems.

## Video, including AV over IP

- a. AV over IP has unique challenges inside the state network.
- b. All AV over IP deployments should use a dedicated switch for AV over IP traffic.
- c. All video switches with subnet capability should be set to sub-address in Private Network Mode so that they will only require one IP address.
- d. If offered by manufacturer all video matrices should be quoted using redundant power supply models.
- e. All inputs and outputs of the switcher should be labeled with logical names for remote support. The output slot being used for program audio needs to be indicated in the labeling as well.
- f. HDCP support should be addressed in the scope of work and all training documentation. Whether it is enabled or disabled, the end user will need to be taught about blanking. If the system includes non-HDCP compliant syncs such as video conferencing, streaming capture, or recording equipment, then HDCP will need to be disabled and the users educated about why they can't share protected content.
- g. All display and capture devices should receive a discreet output from the video matrix. This will provide better HDCP management and remote support. The use of HDMI distribution amplifiers is heavily discouraged.
- h. All video presentation systems will provide user input to support a BYOD environment in the form of an HDMI connection(s).
- i. Projectors and displays should be connected using scaled HDMI outputs and controlled by RS-232 by default. Direct HDBT connections to projectors and displays should be avoided.
- j. If the video switch is supporting multiple video capture devices (i.e., video conference and live streaming), the camera/content selections should work in unison for all capture devices.

## Video Conferencing Equipment

- a. Agencies purchasing non-STC supported audiovisual systems that include hardware-based videoconferencing, must engage the STC-UCC team prior to the purchase.
- b. The video conference system will need to be connected to the State network in accordance with STC policy.

- c. Videoconference call admission and control service must be provided by STS to facilitate firewall traversal.
- d. STS will provide current video conferencing CODEC requirements upon request.
- e. The purchasing Agency will be responsible for purchasing and maintaining maintenance coverage for the CODEC and VC peripherals.
- f. There is a monthly service fee associated with STS video conferencing service.

## Brand Specific Information

### Barco (Clickshare)

- a. The Clickshare base unit will be deployed off-network in a stand-alone environment.
- b. The pucks will be paired and labeled for users to associate the puck with the correct system/room.
- c. If the Clickshare is deployed into an auto-switching or auto-power presentation system, some settings must be changed for desired behavior:
  - “Show the wallpaper when no one is sharing their screen” must be unchecked. **This will allow the video input to receive rising/falling edge video sync logic on the Clickshare HDMI output.**
  - Energy Savers:
    - 1. Must be in “ECO mode.”
    - 2. “standby after” should be set to “never.”

### Crestron

#### Processors

- a. All newly deployed systems must use a minimum of Series 4 hardware-based processors.
- b. Virtual Processors are not permissible.

#### RoomView/Fusion

RoomView and Fusion are considered legacy products and should not be used for system functions, monitoring, or support.

### Security

All capable equipment should use Crestron best practices for security including password protection. Agency must be given the passwords.

### User Interfaces, including Touch panels and Remotes

- a. All touch panels should use the Black Glass graphics library.
- b. An Xpanel matching the touch panel design shall be included for emergency operations and remote support.
- c. In Crestron integrated systems, the Cisco Navigator interface should be configured for remote pairing and used in service scenarios as a backup control. A touchscreen of comparable size will be deployed in its place and programmed to provide an emulated Navigator experience during a video conference. At the time of this writing, the RoomOS 11 user interface should be emulated.

### MediaSite Live Streaming

#### MediaSite Recorders

- a. Rooms equipped for live streaming will utilize a password protected master control panel. In addition to master system control, this panel will be capable of displaying graphic previews of up to two sources including cameras and the recorder's user interface.
- b. A rack mounted keyboard and mouse will be provided for control of the streaming recorder.
- c. The control system will be programmed to control the basic transport functions of the recorder over RS-232 with device feedback. Additionally, the following commands should be included:
  1. Go Live/Record
  2. Pause
- d. Agencies will need to submit a Streaming Portal ServiceNow request to have a Portal created or to add a new recorder to their existing Portal.

## Guide to State Network Requests

### Cabling (Voice and Data CAT cables, Fiber Runs, etc.)

Cabling for voice and data drops should be requested in ServiceNow.

**Keywords: Cabling Services.**

### Facility Work (Including Construction, Electrical, Blocking, etc.)

Facility work must be approved and completed by the Department of General Services, the local facility management, or STREAM.

### Network Connectivity Requests

Network connectivity requests should be made in ServiceNow.

**Keywords: Network Data Jack Connectivity.**

### Network Security Approval

Security approval for any equipment that will be connected to the State network that is not listed in this document should be directed to STS Security. Requests should be made in Service Now.

**Keywords: Security Assessment.**

### Network Switches

Network switches not provided by the State will not be allowed to connect to the state network without a firewall in place. Requests for firewall connectivity should be made in ServiceNow.

**Keyword: Firewall**

**Equipment Manufacturers in Use**

- AKG \*
- AMX
- Audio Video Furniture International (AVFI)
- Barco \*
- Biamp
- Chief
- Cisco
- Crown
- Dalite
- Extron
- JBL
- LG Commercial
- Lightware
- MediaSite
- Middle Atlantic
- NEC \*
- Panasonic \*
- Planar
- QSC
- Shure
- TecNec
- Vaddio

\*Legacy Equipment, Not typically deployed in any new systems.



## Unified Communications & Collaboration

### UCC Procedure Guide

This attachment is found at the following website address: **A link will be provided in the final version of the contract documents after award. In the final contract documents only the link will be shown.**

**[Placeholder for URL Link]**

### UCC Procedure Guide

Tennessee Department of Finance & Administration | Procedure Compilation | January 2024



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Version History			
Version	Description of Change	Author	Effective Date
1.0	Initial Release	L. Houk	01/31/2024

## Overview

### Purpose

Starting in October 2023 the Unified Communications and Collaboration (UCC) team narrowed its focus to provide video conferencing solutions. The state continues to support existing and previously designed audiovisual systems until appropriate end of system life dates.

This procedure compilation is intended to assist UCC and Contractors working with UCC to implement and maintain functional and efficient video conferencing and audiovisual systems to the state architecture. Updates will be made to this document as needed to answer questions, increase clarity, meet the changing needs of the state, adapt to new technologies, and for process improvement. A thorough knowledge of complex audio video systems is necessary for the proper execution of these procedures.

If you have any suggestions or questions about the procedures and best practices, please contact the UCC team. Errors that occur in this document may exist due to changes in state naming, policy, procedure, or restrictions. Updates will be made in a timely manner to correct any errors found.

### Project Types & Support Functions

UCC has five primary task types for providing video conferencing solutions including: (1) providing new systems and hardware to agency customers;(2) the maintenance of existing systems (3) assisting agency customers by facilitating movement of existing systems from one location to another; (4) maintaining a catalog of appropriate equipment that may be purchased; and (5) maintaining the list of equipment that has maintenance coverage through the UCC.

### New Systems & Hardware

All new systems deployed by UCC shall consist of video conferencing solution packages which may update components from time to time to meet changes in technology and state needs. Any work-in-progress audiovisual systems that were requested prior to the change in UCC focus are grandfathered and excepted from this limitation until their system end of life date. New systems deployed by UCC have an anticipate lifecycle of 5 years.

#### *Grandfathered Audiovisual Systems*

UCC is committed to serving its customers with excellence. When the shift was made to focus on video conferencing solution packages there were existing requests from state agencies for custom audiovisual systems. Those requests are being honored where possible, resulting in a modest number of projects being on a grandfathered list. This list is closed, and new projects will not be added to this list, although it may be corrected for any unintentional oversights.

### Maintenance of Existing Systems

All systems under maintenance contract are intended to be kept in proper serviceable order with the same features and components as when each system was most recently installed or updated by UCC. New systems will be added to the maintenance contract on a rolling basis as each is brought into service. Existing systems that reach their individual end of life date will be removed from maintenance and service.

### Movement of Existing Systems

At times an agency may need to relocate a system from one location to another. UCC provides assistance in moving exclusively to systems covered by UCC maintenance. Not all systems will

qualify for movement to the new desired location. Some may be inappropriate for the new site based on technical specifications or age of the system. UCC will work with the agency and Equipment Contractor to analyze the situation and provide expert guidance in the possible options. If a move is warranted and the agency commits to the move the Equipment Contractor will undertake the move operations as facilitated by UCC.

### **Catalog Management**

To further the goals of UCC a catalog of equipment that may be purchased under the equipment contract must be maintained. Routine updates and management of the make, model, and pricing of equipment in the catalog is required of UCC and Equipment Contractor.

### **Maintenance Equipment List Management**

UCC manages the maintenance of deployed systems by use of a centralized list of covered equipment. This list must be updated routinely to make sure it appropriately reflects the current covered equipment. This task is performed by UCC and Maintenance Contractor.

### **Business Need**

The State of Tennessee requires modern video conferencing and audiovisual solutions to collaborate and provide services to state citizens. Video conferencing and collaboration systems are considered business critical.

### **Notice of Non-Support**

UCC is not able to support any system or component deployed by an agency using a company acting as a third-party provider. This limitation encompasses but is not limited to any design, implementation, programming, installation, troubleshooting, and repair. No systems or components deployed by a company acting as a third-party provider may be added to the UCC Maintenance Equipment List and Maintenance Contract.

## **General**

### **Maintenance Contractor**

#### **Onboarding Process**

Upon award of the contract, the Contractor will work with the UCC team to review the Maintenance Equipment List. Contractor will work with UCC to clarify communication procedures for opening a Service Call ticket with Contractor.

#### **Weekly Sync Meeting**

Contractor and UCC will have a weekly call to discuss new and existing service calls, as well as any issues or process improvement needed. This call will give the teams a weekly touchpoint to provide updates, discuss next steps and review service calls.

### **Equipment Contractor**

#### **Onboarding Process**

Upon award of the contract, the Contractor will work with the UCC team to fill out the catalog. Once the catalog is complete, UCC will meet with the Contractor to review all existing videoconferencing package solutions. The



Contractor will then provide a design package including quotes, drawings, and a scope of work for each solution. UCC will then update our brochures and our budgetary quote tool so that our customer facing information is current. UCC will continue to update this information quarterly through the contract. Having this information allows the UCC team to qualify opportunities prior to Contractor engagement and has shown to greatly increase the speed of new project deployment while simultaneously reducing the presale work required by both the UCC team and the Contractor.

### Weekly Sync Meeting

Contractor and UCC will have a weekly call to discuss existing projects and new opportunities. This call will give teams a weekly touchpoint to provide updates, discuss next steps and schedule upcoming installations.

### **New System Request and Change Order Procedure**

## Version

1.0

## Purpose

This section deals with the administrative process of facilitating bringing new equipment to state agencies, including non-maintenance replacements for existing systems. Additionally, the change order process to be followed if an approved project with a completed PO needs to be adjusted.

This procedure is to provide a consistent procedure and offer guidance to UCC and Contractors in the administrative aspects of a new purchase of equipment and services from Contractor on behalf of UCC and UCC agency Customers. This document includes rules and guidance to forms, required paperwork, scheduling, load balancing, and other aspects of managing successful deployment of new systems to the state environment. Additionally, the Change Order process is detailed with similar guidance as provided for new systems.

## New System Deployments

### For Videoconferencing Package Solutions

1. Customer request
  - a. Agency Customer submits a request through the state services system.
2. UCC engagement
  - a. The UCC team will meet with the customer to review the customer's request and their business use case.
3. Budgetary quote provided by UCC
  - a. If one of the existing UCC package solutions is a fit, then the UCC team will provide the customer with a budgetary quote and confirmation form.
  - b. If the existing UCC package solutions are not a fit, and the system is not a grandfathered AV project, then UCC will suggest Customer engage a Third-Party Contractor.

4. Signed approval from Customer
  - a. Customer will seek all necessary approvals for their Agency/Department and submit the signed confirmation form to UCC.
5. Contractor engagement
  - a. Once the customer has signed the confirmation form to approve the project, UCC will engage the Contractor about this project.
6. Site Survey (if necessary)
  - a. If a site survey is required, then the Contractor and UCC will schedule and complete one.
  - b. Site survey should be completed within ten (10) business days of UCC request.
7. Contractor quote
  - a. Once the site-specific information has been attained, the Contractor will complete and provide a design package including a quote, drawings, and a scope of work for this project to UCC.
  - b. UCC will review the design package and request any changes necessary to meet Customer Scope of Work
  - c. Steps (a) and (b) will be repeated until UCC accepts a design package from Contractor.
8. Purchase Order (PO) process
  - a. UCC will then begin the Purchase Order (PO) Process.
    - i. UCC will draft the Purchase Order using the Quote provided by Contractor as approved by UCC.
    - ii. UCC will submit the Purchase Order for approval through state Procurement.
    - iii. Upon receipt of the approved Purchase Order from procurement UCC will archive the Purchase Order.
9. PO to Contractor
  - a. UCC will email the Purchase Order to the Contractor.
10. Equipment Order / Tracking / Receipt with regular updates to UCC.
  - a. The Contractor will then order the equipment.
  - b. Contractor will retain custody of all equipment until the site is ready for installation.

11. UCC cabling / network / VC Preparation with regular updates to Contractor.
  - a. While Contractor is ordering and preparing the equipment for installation UCC will assist Customer with coordination of site requirements and preparations
    - i. Cabling requests for state network infrastructure
    - ii. Network service requests
    - iii. Video Conferencing Location and Workspace configuration
12. Contractor ATI Paperwork / UCC tags assigned
  - a. Prior to installation and when Contractor has all serialized equipment on hand Contractor will submit a Asset Tag Information list to UCC
  - b. UCC will assign Asset Tags for required equipment in accordance with current state guidelines.
  - c. The Asset Tag Information sheet provides information that will be used in the Certificate of Completion (COC)
  - d. UCC will provide a copy of the Asset Tag Information document to Contractor with the Asset Tags.
13. Installation scheduled / Completed /Commissioned / Customer training
  - a. UCC working in concert with the Contractor and the customer will schedule the installation.
  - b. The Contractor will deliver the equipment and perform the installation, commissioning, and end-user training.
14. Contractor submits Documentation / Installation Certificate of Completion (COC)
  - a. Upon completion, the Contractor will submit all project documentation and the installation certificate of completion to UCC.
  - b. Contractor will deliver any programming or configuration files for verification and archival.
15. COC Signed by UCC and returned to Contractor
  - a. UCC will certify the installation and documentation, then sign and return a signed COC to the Contractor.
16. Contractor submits Invoice and signed COC for payment

- a. The Contractor will then submit the signed COC along with their invoice for payment.

17. Invoice paid by TN Procurement

- a. State of TN Procurement will then pay the invoice.

### Custom Audiovisual Solutions – Restricted to “Grandfather” List

The UCC team will meet with the customer to review the customer’s request and their business use case. If a custom audiovisual solution is required, the UCC will engage the Contractor. The Contractor and UCC will schedule a customer meeting and complete a site survey. Then the Contractor will provide a budgetary quote for the project. Once the customer has signed the budgetary quote to approve the project, the Contractor will complete a design package including a quote, drawings, and a scope of work for this project and deliver it to UCC.

UCC will then begin the Purchase Order (PO) Process.

UCC will email the PO to the Contractor when it is received from procurement. The Contractor will then order the equipment. UCC will order network and cabling as needed. The Contractor and UCC will have a weekly call to discuss existing projects and new opportunities. This call will give both teams a weekly touchpoint to provide updates, discuss next steps and schedule upcoming installations. Prior to installation, the Contractor will provide UCC with the equipment serial numbers that will be deployed by room in an ATI document. The ATI document is the beginning of what will become the COC for this project. UCC will then assign and document the asset tags for this project and will return the updated ATI document to the Contractor. UCC working in covert with the Contractor and the customer will schedule the installation. The Contractor will deliver the equipment and perform the installation, commissioning, and end-user training. Upon completion, the Contractor will submit all project documentation and the installation certificate of completion to UCC. UCC will certify the installation and documentation, then sign and return a signed COC to the Contractor. The Contractor will then submit the signed COC along with their invoice for payment. State of TN Procurement will then pay the invoice.

1) Customer request

- a) Agency Customer submits a request through the state services system.

2) UCC engagement

- a) The UCC team will meet with the customer to review the customer’s request and their business use case.

3) Contractor engagement

- a) Once the customer has signed the confirmation form to approve the project, UCC will engage the Contractor about this project.

4) Site Survey (if necessary)

- a) If a site survey is required, then the Contractor and UCC will schedule and complete one.

- b) Site survey should be completed within ten (10) business days of UCC request.
- 5) Contractor quote
  - a) Once the site-specific information has been attained, the Contractor will complete and provide a design package including a quote, drawings, and a scope of work for this project to UCC.
  - b) UCC will review the design package and request any changes necessary to meet Customer Scope of Work
  - c) Steps (a) and (b) will be repeated until UCC accepts a design package from Contractor.
- 6) Budgetary quote provided by UCC
  - a) UCC team will provide the customer with a budgetary quote and confirmation form based on the design package provided by Contractor.
- 7) Signed approval from Customer
  - a) Customer will seek all necessary approvals for their Agency/Department and submit the signed confirmation form to UCC.
- 8) Purchase Order (PO) process
  - a) UCC will then begin the Purchase Order (PO) Process.
  - b) UCC will draft the Purchase Order using the Quote provided by Contractor as approved by UCC.
  - c) UCC will submit the Purchase Order for approval through state Procurement.
  - d) Upon receipt of the approved Purchase Order from procurement UCC will archive the Purchase Order.
- 9) PO to Contractor
  - a) UCC will email the Purchase Order to the Contractor.
- 10) Equipment Order / Tracking / Receipt with regular updates to UCC.
  - a) The Contractor will then order the equipment.
  - b) Contractor will retain custody of all equipment until the site is ready for installation.
- 11) UCC cabling / network / VC Preparation with regular updates to Contractor.
  - a) While Contractor is ordering and preparing the equipment for installation UCC will assist Customer with coordination of site requirements and preparations

- i) Cabling requests for state network infrastructure
- ii) Network service requests
- iii) Video Conferencing Location and Workspace configuration

12) Contractor ATI Paperwork / UCC tags assigned

- a) Prior to installation and when Contractor has all serialized equipment on hand Contractor will submit a Asset Tag Information list to UCC
- b) UCC will assign Asset Tags for required equipment in accordance with current state guidelines.
- c) The Asset Tag Information sheet provides information that will be used in the Certificate of Completion (IN-COC)
- d) UCC will provide a copy of the Asset Tag Information document to Contractor with the Asset Tags.

13) Installation scheduled / Completed /Commissioned / Customer training

- a) UCC working in concert with the Contractor and the customer will schedule the installation.
- b) The Contractor will deliver the equipment and perform the installation, commissioning, and end-user training.

14) Contractor submits Documentation / Installation Certificate of Completion (COC)

- a) Upon completion, the Contractor will submit all project documentation and the installation certificate of completion to UCC.
- b) Contractor will deliver any programming or configuration files for verification and archival.

15) COC Signed by UCC and returned to Contractor

- a) UCC will certify the installation and documentation, then sign and return a signed COC to the Contractor.

16) Contractor submits Invoice and signed COC for payment

- a) The Contractor will then submit the signed COC along with their invoice for payment.

17) Invoice paid by TN Procurement

- a) State of TN Procurement will then pay the invoice.

## Change Order Process

It is rare that change orders are required on UCC projects, but it does happen.

If a manufacturer discontinues or can't provide a piece of equipment that was quoted, the Contractor must engage the UCC team immediately to find a new solution. UCC must approve all changes once a quote has been received. The Contractor must provide an updated quote with the replacement equipment as soon as a new solution is found and agreed upon.

If the UCC approved replacement equipment is the same price or less the project may continue while UCC works with the TN Procurement department to get an edited, updated Purchase Order. If the UCC approved replacement equipment costs more than the original, the UCC team will engage the TN Procurement department to see if the existing Purchase Order may be edited or must be replaced.

The Contractor is responsible for the design validity of each solution quoted so if the required change is the result of an incomplete design or a design error, the Contractor will be responsible for the cost of the change.

## Systems Installation and Commissioning Procedure

### Version

1.0

### Purpose

### General Overview and Guidelines

### Installation of Video Conferencing Solution Package

#### 1) Scheduling of Installation

- a) The installation start date must be scheduled between the Equipment Contractor, Customer Agency, and UCC at least two (2) weeks in advance.
  - i) UCC will acquire possible installation dates from Customer.
  - ii) UCC and Equipment Contractor will find a compatible time slot for the installation.
  - iii) If there is no availability at the times requested by Customer, UCC will work with Customer to find an open time slot.

#### 2) Contractor assigns Technicians and Programmers

- a) Contractor will inform UCC at least one (1) week prior to installation start date of which Technicians and Programmers are scheduled for the project.
- b) Contractor will provide contact information for all Technicians and Programmers assigned to any project at least one (1) week prior to installation start date..

#### 3) Installation Start Date

- a) Typically UCC project facilitator assigned to an installation will be onsite to meet Technicians and Programmers.

- i) UCC should be onsite 30 minutes prior to the scheduled installation to ensure site access and that room is properly cleared for work.
- b) Contractor Technicians are expected to be onsite no later than 9am for installations unless they are completing multiple UCC installations on the same day in which case the installation times will be scheduled by the Installation Coordinator.
- c) Contractor must obey all site rules.
  - i) Technicians must unload in the designated receiving area and park their vehicle safely and out the way of facility traffic as appropriate to the individual site. Onsite parking may not be permitted or possible in all locations.
- d) Must have required tools
- e) Must be presentable
- f) Must have required equipment
- g) Vendor must show up with all the gear for the job.

The install vendor must arrive onsite with all the devices<sup>1</sup> required to progress the job from commencement to completion.

Vendor techs must use freight elevators and/or designated construction paths where applicable.

The vendor supplied technicians must transport all cargo from the receiving/loading zone to the work area using facility-designated routes (such as freight elevators and construction paths), where applicable.

The vendor must record all device info before normal billable time begins.

The vendor must record all device-specific information, such as, but not limited to, Make, Model, Serial Number, MAC Address, etc., on the proper **state-approved form** before the start of labor<sup>2</sup>.

Vendor techs must inspect job gear for damages and report damages to the UCC.

Any product damage that is found by the vendor supplied technicians during the unpacking process must be photographed and reported to the UCC project coordinator immediately upon discovery. The UCC project coordinator must then arrange with the vendor dispatcher for replacements to be procured.

The UCC must ensure that the vendor techs have the tools and training to do the job by having the tech walk through the job prior to commencement.

The UCC project coordinator is to ensure to the best of their ability that the vendor supplied technician(s) are adequately prepared to progress the job from commencement to conclusion including, but not limited to, a rigorous adherence to the agreed upon timeline for work completion; possessing of the necessary skills and training to progress the job from commencement



to conclusion; access to the necessary tools and supplies to progress the job from commencement to conclusion.

The UCC project coordinator must ensure that the vendor techs are aware of all site-specific rules and regulations, if applicable.

The UCC project coordinator is to ensure to the best of their ability that the vendor supplied technician(s) are fully aware of, and in compliance with, all facility security requirements and/or restrictions, parking regulations, safety regulations, department and/or facility-specific legal regulations (such as HIPPA privacy laws), etc.

Make sure project-related network ports are configured properly.

The UCC project coordinator shall, as early as possible, either themselves or via qualified proxy, ensure the proper function of all job-specific network ports and uplinks including, but not limited to, internet connectivity, video VLAN, DHCP, DNS, etc.

If the project includes a Cisco Codec, get it online and assign it to the correct preconfigured Workspace in Control Hub.

The UCC project coordinator shall, as early as possible, either themselves or via UCC management-approved proxy, connect any Cisco video conferencing equipment (such as Codecs) to the appropriate LAN, adopt abovementioned Cisco video conferencing devices into Control Hub, and ensure remote connectivity while both on and off State of Tennessee networks and VPNs.

As work progresses, the UCC project coordinator must organize, arrange, and/or otherwise chaperon, however necessary, to ensure the smooth and timely progression of work.

The UCC project coordinator, to ensure customer satisfaction, must be as available and/or present as is required, to provide clear guidance to the vendor supplied technician(s), as well as assure the smooth and timely completion of project tasks.

Vendor techs should be as clean and nondisruptive as possible.

While operating in or around State of Tennessee facilities, install vendor supplied technicians must maintain a clean and professional appearance, and refrain from engaging in conversation that contains potentially offensive subject matter or obscene language.

Vendors must clean up after themselves.

To ensure a safe and efficient worksite, the install vendor supplied technician(s) must maintain an organized and passable work environment, as well as complete a 'rough' cleanup process at the end of each day of work. Emergency exits and electrical panels must remain clear of any stored items, trash, or debris. For a project to be considered 'complete', all parts, tools, trash, boxes, debris, etc. must be removed from the workspace. All refuse must be properly discarded in the facility's dumpsters. The project area must be in a 'Ready for Business' state.

## Requirements

### Documentation

### Signatures

## General Overview and Guidelines

### Procedure Steps

## Installation of Audiovisual Custom Equipment

### Requirements

#### General Overview and Guidelines

#### Procedure Steps

The day of the start of work must be scheduled between the project department, the UCC, and the installation contractor no less than 2 weeks prior to work.

The contractor shall supply UCC with the contact information of the technicians and programmers that will be working on the project.

The technicians must arrive onsite on time.

The technician must be adequately prepared to progress the job from start to finish including:

Adherence to the agreed upon timeline for work completion.

Possessing the necessary skills and training to progress the job from start to finish.

Access to the necessary tools and supplies to progress the job start to finish.

The technicians must unload all cargo in the designated receiving/loading zone of the facility where work is to take place, and summarily vacate the designated receiving/loading space, then park their work vehicle in an appropriate parking area.

The technicians shall transport all cargo from the receiving/loading zone to the work area using facility-designated routes (such as freight elevators and construction paths), where applicable.

The technicians must arrive onsite with all the serialized devices required to progress the job from commencement to completion.

The technician must record the make, model, serial number, and MAC addresses of each applicable device before work begins.

Any product damage that is found by technicians during the unpacking process must be photographed and reported to the UCC project coordinator immediately upon discovery. The UCC project coordinator must then arrange with the contractor dispatcher for replacements to be procured.

The technician must always work safely, always adhering to OSHA guidelines regarding work safety.

The technicians must actively ensure that they are fully aware of, and in compliance with, all facility security requirements and/or restrictions, parking regulations, safety regulations, department and/or facility-specific legal regulations (such as HIPPA privacy laws), etc.

While operating in or around State of Tennessee facilities, install technicians must maintain a clean, professional, and hygienic appearance.

While operating in or around State of Tennessee facilities, install technicians must refrain from engaging in conversation that contains potentially offensive subject matter or obscene language.

To ensure a safe and efficient worksite, the technician must maintain an organized and passable work environment, as well as complete a 'rough' cleanup process at the end of each day of work. Emergency exits and electrical panels must remain clear of any stored items, trash, or debris. For a project to be considered 'complete', all parts, tools, trash, boxes, debris, etc. must be removed from the workspace. All refuse must be properly discarded in the facility's dumpsters. The project area must be in a 'Ready for Business' state.

## **Installation Form Instructions**

### Documentation Needed

1. Service Now Ticket
2. Contractor Ticket
3. Exception Request Form

### Signatures Needed

1. Contractor Account Manager
2. UCC Service Coordinator

### General Overview and Guidelines

Commissioning is the methodical testing of an AV/VC system after installation, maintenance, or movement in order to verify that all intended capabilities are properly functioning. The exact steps will vary by system as the individual components and capabilities differ between AV/VC Systems. The UCC AV/VC Commissioning Checklist dynamic Excel document is currently used to guide the commissioning process. If errors or issues are found during the commissioning process they must be fixed and then commissioning testing must be done to verify that not only those issues were resolved, but that no other errors or issues were introduced by the fixes.

Specific procedures for testing a systems function may vary from site to site. However, the general instructions and best practices set forth in the UCC AV/VC Commissioning Checklist Guide should be effective. Technicians should review the guide document when using the Commissioning Checklist as both documents may be updated periodically to provide a more effective process.

After a commissioning has been successfully completed the Technician will need to fill out and submit the appropriate Certificate of Completion

The UCC AVVC Systems Service Call Certificate of Completion (COC) and get it signed by the UCC Project Manager responsible for that Service Call. The signed Service Call COC is then submitted to the Contractor Service Manager as well as the UCC Service Coordinator and attached to the appropriate Service Tickets for record keeping.

A Service Call must have a signed and dated Service Call COC in order to be closed. There are no exceptions to the rule.

If the System Commissioning is being applied to a System Installation follow the UCC AV/VC System Installation Procedure document.

b) If the System Commissioning is being applied to a System Maintenance Service Call, follow the UCC AV/VC System Maintenance Service Call Procedure document.

c) If the System Commissioning is being applied to a System Move Service Call, follow the UCC AV/VC System Move Service Call Procedure document.

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### Procedure Steps

System Commissioning is the final step in the installation process where all AV System functionality, documentation, and adherence to UCC Guidelines for Video Conferencing and Audiovisual Systems is tested and confirmed. Commissioning will often be done as a collaborative effort between the vendor and the UCC Team on large projects, but sometimes independently by the vendor on small projects. Upon the completion of the commissioning procedure a Certificate of Completion (COC) will be created by the vendor for UCC approval to begin project closeout and place the system into production.

The commissioning process will include testing all the pertinent AV system functions. The system behaviors should meet the specifications outlined in the scope of work for the project as well as the UCC Guidelines for Video Conferencing and Audiovisual Systems. UCC will provide a Commissioning Functionality Checklist to aid with testing various system functionalities. A completed Commissioning Functionality Checklist indicating that the system passes all pertinent functionalities will be included as part of the COC documentation.

Once proper system functionality has been confirmed by the vendor the process of system documentation will begin.

The AV System Functional Drawings will be updated to reflect any deviations made during installation. This will include all device connections and cable identifiers. This information will be used to generate the final as-built drawing to be delivered to the UCC Team as part of the COC documentation.

Device Interfaces used for remote support will be labeled and configured appropriately to aid in future troubleshooting in accordance with the UCC Guidelines for Video Conferencing and Audiovisual Systems. All deployed devices will have information collected to be archived on the COC including (but not limited to) IP assignments, MAC addresses, serial numbers, State issued asset tag, network patching information. All finalized device configurations and documentation will be backed up and delivered to UCC Team as part of the COC documentation.

All finalized AV System programming source code, user interfaces, graphics files and device configurations will be submitted to UCC in accordance with the UCC Guidelines for Video Conferencing and Audiovisual Systems as part of the COC documentation.

After all of the above steps have been completed, the vendor will have all necessary documentation to submit a completed Certificate of Completion Document to the UCC Team for final approval.

For maintenance replacement, repairs, or other changes to a system that are not a new installation of entire systems the commissioning procedure may be streamlined to evaluate only certain parts of a system. This streamlining is at the sole discretion of UCC, who will determine on a case by case basis the minimum commissioning standards to be followed.

## System Move Procedure

### Version

1.0

### Purpose

### Requirements

#### Documentation Needed

Service Now Ticket  
 Contractor Ticket  
 System Move Form  
 Purchase Order  
 Installation Certificate of Completion

#### Signatures Needed

Contractor Account Manager  
 UCC Service Coordinator  
 Agency Approvers

### General Overview and Guidelines

System moves are rare for State of TN systems, but they do happen. System moves may be as small as relocating a cart system to another conference room and as large as deinstalling an integrated audiovisual or videoconferencing system in one building, then moving and reinstalling it in another building.

All moves will be completed by UCC in conjunction with the Equipment Contract Vendor. Existing owner furnished equipment will be certified by UCC in conjunction with the maintenance vendor prior to a system move. The equipment vendor may participate if they choose. The equipment vendor will quote the deinstall, move, and re-installation of the system while providing any replacement cabling or mounting hardware. Then the equipment vendor will commission the system as they would for any new installation. UCC will then certify the system in its new location and will update the maintenance vendor about any new, removed or replaced equipment as they would following any installation.

### Procedure Steps

The UCC team will meet with the customer to review the customer's request compiling notes about the existing system and both locations. If a custom audiovisual solution is required, UCC will engage the Vendor. The vendor and UCC will schedule a customer meeting and complete a site surveys at each location (if required). Then the vendor will provide a budgetary quote for the project. Once the customer has signed the budgetary quote to approve the project, the vendor will complete a design package including a quote, drawings, and a scope of work for this project and deliver it to UCC. UCC will then begin the Purchase Order (PO) Process. UCC will email the PO to the vendor when it is received from procurement. The vendor will then order any needed equipment. UCC will order network and cabling as needed. The vendor and UCC will have a

weekly call to discuss existing projects and new opportunities. This call will give both teams a weekly touchpoint to provide updates, discuss next steps and schedule upcoming installations. Prior to installation, the vendor will provide UCC with the equipment serial numbers of any new equipment that will be deployed in the new location in an ATI document. The ATI document is the beginning of what will become the COC for this project. UCC will then assign and document the asset tags for this project and will return the updated ATI document to the vendor. UCC working in concert with the vendor and the customer will schedule the system move. The vendor will deinstall the existing system, secure for the move as required, move the existing equipment to the new location along with any new equipment and perform the installation, commissioning, and end-user training (if required). Upon completion, the vendor will submit all project documentation and the installation certificate of completion to UCC. UCC will certify the installation and documentation, then sign and return a signed COC to the vendor. The vendor will then submit the signed COC along with their invoice for payment. State of TN Procurement will then pay the invoice.

1. Customer request
2. UCC engagement
3. Vendor engagement
4. Site Survey of each location (if required)
5. Budgetary quote provided by Vendor
6. Signed approval from customer
7. Vendor quote
8. Purchase Order (PO) process
9. PO to Vendor
10. Equipment Order / Tracking / Receipt with regular updates to UCC.
11. UCC cabling / network / VC Preparation with regular updates to Vendor.
12. Vendor ATI Paperwork / UCC tags assigned
13. Deinstall-reinstallation scheduled / Completed /Commissioned / Customer training
14. Vendor submits Documentation / Installation Certificate of Completion (IN-COC)
15. IN-COC Signed by UCC and returned to Vendor
16. Vendor submits Invoice and signed COC for payment
17. Invoice paid by TN Procurement

f) Integration must include the installation and functional testing of an individual site's hardware and applicable software, connectivity and total system testing to ensure full operation and compliance to system purpose.

g) All conference scenarios to include establishing and testing both inbound and outbound point-to-point videoconference calls and or audio conference calls, video streaming and interactivity where applicable will be a part of the integration tests.

h) Any errors or omissions of Equipment settings, software, or configuration due to AV/VC System Moves under this contract must be corrected by Contractor at the time they are found.

**Service Call Procedure**

**Version**

1.0

**Purpose**

1. Service Procedures
2. STS - UCC staff will provide Level One and Two Support. This support entails working with the agency point of contact to find a solution to the reported problem and includes:
  - a. Site Address and room information
  - b. problem description
  - c. system or component identification
  - d. on-site agency point of contact
  - e. remote access to the equipment, when possible, to check network status and system functionality
  - f. basic troubleshooting to duplicate the problem
  - g. problem identification and solution proposal
3. STS - UCC staff will contact the vendor for Level Three Support services after Level One and Level Two Support has failed. The vendor will be responsible for completing the service within the time schedule as defined in **Section A.18** by the State.
  - a. The vendor is responsible for collecting the following minimum information upon receiving an outage report from the State:
    - i. problem description
    - ii. type of outage (critical or non-critical)
    - iii. system or component identification (model numbers)
    - iv. on-site point of contact information



4. The vendor must provide unlimited Level Three telephone technical support for videoconferencing, audiovisual, streaming video and related equipment. This includes troubleshooting hardware/software problems with STS - UCC staff. The vendor will provide these support services only through STS - UCC staff. Level 3 also includes the vendor making arrangements to be on site next day with parts and labor to troubleshoot and/or to replace a faulty device, when required.
5. The vendor must provide acknowledgement of problems or failures within two (2) hours of notification by UCC staff. The vendor must create a unique incident ticket at this time for internal tracking.
6. The vendor's helpdesk representative shall begin arranging for on-site service no later than four (4) hours of notification, if the problem or failure has not been resolved remotely. The time period starts when work on the failed equipment, hardware, and/or software begins.
7. The vendor will be required to deliver replacement parts on-site the next business day. This applies to all parts under maintenance to ensure complete, continuous and timely service of Audiovisual and Videoconferencing systems. Exceptions will require UCC approval. The cut-off for next business day parts delivery requirement is 2:00pm Central Standard or Daylight Savings Time. Service requests made after this time will be required the following business day.
  - a. Hardware replacements shall be delivered to the technician's dispatch location or the destination of the agency's location for oversize items. The State will not be held responsible for equipment shipped to site or damaged during shipment. The vendor's technician(s) should be on-site to receive oversize items shipped directly to site.
8. Upon arrival at the site, the vendor's service technician should notify the UCC team.
9. On-site tech must contact UCC while on-site, prior to leaving the room for system testing and to confirm repair.

In the event that a service call requires an audiovisual control system program update, the updated editable source code will be provided to UCC the next business day.

STS - UCC shall be the sole determiner of whether an outage is critical or non-critical. The vendor must provide an email dedicated to service as well as a local Nashville, TN telephone number or toll free telephone number for reporting service issues.

## Requirements

### Documentation Required

### Signatures Required

### Procedure Steps

State user discovers problem

2. State user reports problem to UCC using ServiceNow Ticket System (SNOW)

a. SNOW ticket generated

b. Level One Support information generated

3. UCC investigates ticket and troubleshoots

a. If UCC can resolve SNOW ticket then ticket will close without contacting Contractor.

b. At the discretion of UCC, UCC may open ticket with Contractor for Level 2 remote support

b. At the discretion of UCC, UCC may open ticket with Contractor for Level 3 on-site Support

4. If Contractor contacted by UCC

a. Contractor must open a ticket in their own system

b. Contractor must gather all required information for ticket

c. Contractor must provide requested support to UCC.

5. If UCC determines that Contractor is needed on-site

a. Contractor must provide anticipated arrival time of Technician.

b. Contractor must gather information on UCC site contact who can meet Technician

c. Contractor must gather any required information regarding site, such as address, parking arrangements, or security arrangements as appropriate.

6. Technician arrives on-site

a. Technician contacts UCC site contact

b. Technician works to resolve problem

- c. Technician verifies full functionality of system by using the appropriate portions of the Commissioning Checklist alpha testing.
- d. Technician contacts UCC on-site contact so that verification using the appropriate portions of the Commissioning Checklist beta testing can be performed prior to Technician leaving site.
- e. UCC tests system in presence of Technician.
- f. If testing successful, UCC signs off on incident report
- g. If testing unsuccessful, Technician continues repair and testing cycles to fully resolve and verify issue is resolved.
- h. After issue is resolved UCC signs off on incident report.
- i. Contractor provides all required documentation, programming, etc to UCC.
- j. Contractor submits invoice for time spent performing Authorized Work.
- k. UCC confirms receipt of all required doc, programming, etc
- l. UCC confirms receipt of invoice
- m. Contractor closes ticket
- n. UCC finalizes internal documentation and logging.
- o. UCC reports to State user
- p. UCC closes SNOW ticket

### Service Call Certificate of Completion Form Instructions

1. **Contractor** – Enter the name of the Contractor company.
2. **SNOW Ticket Number** – Enter the RITM number of the Service Now request.
3. **APEX Site ID** – Enter the APEX Site ID.
4. **Agency** – Enter the name of the State of Tennessee agency. E.g. Department of General Services.
5. **Site Address** – Enter the address of the site where the service call is taking place.

6. **Name** – Enter the name of the contractor technician assigned to the service call.
7. **Signature** – Enter the signature of the contractor technician assigned to the service call.
8. **Date** – Enter the date when the service call was completed.
9. **Phone** – Enter the phone number of the contractor technician assigned to the service call.
10. **Email** – Enter the email of the contractor technician assigned to the service call.
11. **Manufacturer** – Enter the manufacturer of the equipment that is to be serviced.
12. **Model Number** – Enter the model number of the equipment that is to be serviced.
13. **Serial Number** – Enter the serial number of the equipment that is to be serviced.
14. **Asset Tag** – Enter the Asset/SI Tag number of the equipment that is to be serviced.
15. **Service / Repaired / Replaced / Replacement** – Enter the disposition of the equipment that was serviced.
16. **Service Notes / Comments** – Enter any notes or comments concerning the service provided. These comments can be as brief as one sentence, but this line should not be blank.
17. **Name** – Enter the name of the UCC project manager.
18. **Signature** – Enter the signature of the UCC project manager.
19. **Date** – Enter the date on which this form was signed by the UCC project manager.

## Catalog Modification Procedure

### Version

1.0

### Purpose

### Requirements

### Procedure Steps

#### General

1. All equipment purchased through the UCC Equipment Contract will come from the Catalog.
2. UCC Equipment Contract is a restricted statewide contract and the pricing in the Catalog will only be available to STS and to UCC customers.
3. The Catalog is made up of multiple categories to allow industry appropriate discount levels per item.
4. The Catalog is populated with specific items based on the current or planned future needs of the state. The Catalog is constructed including the equipment manufacturer's suggested retail price (MSRP) minus the discount bid by the Contractor for each specific category.
5. Examples:
  - a. If the Contractor bid a discount of 45% for category 1, then all equipment in category 1 would be MSRP minus 45%. For an item with an MSRP of \$1000, the Catalog Price would be \$550  $(1000 * (100\% - 45\%))$ .
  - b. If the Contractor bid a discount of 10% for category 2, then all equipment in category 2 would be MSRP minus 10%. For an item with an MSRP of \$1000, the Catalog Price would be \$550  $(1000 * (100\% - 10\%))$ .
6. All equipment added to the Catalog must be approved by UCC.

### Category Discounts

Once bid, the category discounts may not be decreased for the life of the contract. The Contractor may provide additional discount to a category, but the new discount will be in effect for the remainder of the contract.

Example: If category 1 was originally bid at 45%, the Contractor could request a change to 46% but could not change to 44%.

### Catalog Creation

Upon Contract award, the Contractor will have 15 business days to work with the UCC team to create the initial catalog. The UCC team will provide an initial list of requested product lines and/or specific equipment. The Contractor may submit recommendations for other product lines or equipment during these meetings as well. Contractor will populate all categories with the equipment requested.

### Initial Pricing

The initial pricing for every piece of equipment must be valid for six months from the date of award.

### Catalog Pricing Updates

After the first six months of the contract, a catalog pricing update may be submitted by the Contractor a maximum of once per three months not to exceed four times in twelve months. When a manufacturer updates their MSRP for existing products, a pricing update must be submitted to UCC to update the MSRP pricing in the catalog. The catalog update must show the original catalog information plus the new MSRP and the percent change. It is recommended that the Contractor address all catalog manufactures for each update when possible.

### Catalog Additions via Catalog Supplement

Equipment may be added to the catalog as needed using a catalog supplement. A catalog supplement allows new equipment, hardware and software, to be added to the catalog. For ease of use, UCC would prefer no more than one supplement per month although there is not a limit on the number of supplements that may be added.

### Catalog Supplement Process

When a design calls for new equipment or when manufacturers release new products, hardware or software, the new equipment must be submitted to UCC for approval using the catalog supplement form. For each new piece of equipment, the Contractor will provide the manufacturer, part number, description, MSRP, and the proposed category. UCC has the sole discretion to add or not each submitted line of equipment. Once approved, UCC will forward the supplement to the Central Procurement Office to be added to the catalog.

## **Maintenance Equipment List Procedure**

### **Version**

1.0

### **Purpose**

It is a conversation typically an exchange of emails between the UCC person responsible for the MEL and the Account Manager for the Contractor.

### **Requirements**

#### **Documentation Needed**

Maintenance Equipment List (Excel)

#### **Signatures Needed**

None Currently (Subject to Change)

### **Procedure Steps**

#### **Proactive Maintenance**

Contractor must provide written notice to UCC of any release of manufacturer information regarding standards non-compliance, software patches, or security vulnerabilities within three (3) business days of receipt from manufacturer.

Contractor may schedule with UCC to inspect or service any system covered on the MEL for preventative maintenance with permission of UCC who will be responsible for getting Customer approval for site visits.

#### **Maintenance Payment Adjustment**

Contractor's monthly maintenance quote must be calculated as set forth in Section C # of the Contract. This is adjusted to reflect appropriate payments as the MEL MSRP total changes over the life of the contract.

#### **Initial MEL for Current Contract**

1. Upon award of the contract, UCC will provide the MEL from the previous contract to the new Contractor.
2. Upon receipt, the Contractor will have 10 business days to review the equipment for manufacturer support to determine EOL status of all equipment.
3. The Contractor will notify the State of any equipment in the MEL that has gone end of life.
4. UCC will verify the information, will adjust the MEL accordingly, and will send the Contractor an approved Initial MEL to begin maintenance coverage.
5. If the Contractor does not submit proposed updates to the MEL within 10 business days of receipt of the initial MEL Contractor waives the initial MEL adjustment and all equipment listed on the draft MEL must be covered under maintenance.

## **Additions to MEL during Contract Period**

### *New Systems / Equipment*

AV/VC Systems and other Equipment will be added at the time of commissioning by UCC.

### *Replacement Equipment*

If Equipment is replaced either under maintenance or due to a non-maintenance failure the newly installed Equipment will be added to the MEL at time of replacement.

### *Change of Covered Classifications*

At the time of this writing certain components are not considered Equipment even if they are part of an AV/VC systems. As classes or categories of hardware are determined to need coverage according to UCC guidelines then they will be added to the MEL.

## **Removals from MEL During Contract Period**

There are several possible reasons that an AV/VC System or Equipment might be removed from the MEL during the life of the Contract.

### *Decommissioning*

The AV/VC System is being decommissioned by the State. In this event all Equipment being decommissioned will be removed from the MEL as of the date it is uninstalled or the date that UCC terminates support to the customer for that Equipment, whichever is earlier.

### *Replacement Equipment*

If Equipment is replaced either under maintenance or due to a non-maintenance failure the replaced Equipment will be removed from the MEL at time of replacement.

### *Change of Covered Classifications*

As classes or categories of hardware are determined to no longer need coverage according to UCC guidelines then they will be removed from the MEL.

### *End of Life Equipment*

#### **Notice**

Contractor must provide written notice to UCC of any EOL items that are on the MEL within seven (7) business days of the manufacturer's EOL public notice.

#### **Removal of EOL Equipment Timing**

UCC shall determine the appropriate date for removal of all EOL items.

Contractor must continue to provide support for any EOL item that have been verified by the State as EOL until at least the End of Support date or ninety (90) calendar days from the date of State verification, whichever is longer.

#### **UCC Verification of EOL**

After the initial Maintenance Equipment List (MEL) has been approved, all EOL equipment notifications must include communication from the product manufacturer including the product specifics, end of manufacturer support date and any manufacturer recommendation for replacement product.

#### **Annual Review Mandatory**

Contractor will review all MEL Equipment annually to check for EOL status with all manufacturers and provide a report to UCC.

#### **End of Service Life**

Any system may be determined by UCC to be past serviceable life. This Equipment may still be operable or not have a formal end of life announcement from a manufacturer, but given the evolving needs of the state and the age or condition of the equipment some or all of an AV/VC system may be removed from the MEL at UCC request.



## Errors and Omissions

Contractor is responsible for verification of all information provided by UCC. Any errors or omissions of documentation must be corrected by Contractor at the time they are found.

## Valuation

To more effectively calculate the cost of maintenance the MEL is valued based on the Manufacturer Suggested Retail Price (MSRP) as of the date of original purchase by the state. This may cause different units of the same model line to have different pricing if they were purchased at different times. However, the actual price paid by the State is not a factor in the calculation. The MSRP of any Equipment that is replaced under the maintenance contract will not be updated to reflect current market price but will remain at the price of the originally purchased item. The MSRP of any Equipment that is replaced for any reason not covered under maintenance will be valued at MSRP as of the new Equipment Purchase Order date.

## Form Instructions

### B.1.1 Initial MEL Approval Procedure

### B.1.2 Monthly MEL Audit

A true-up must be conducted monthly to add or delete equipment from the MEL.

**B.1.2.1 Addition of new AV/VC Systems.** As new systems are procured and commissioned by UCC, they will be added to this contract for maintenance support. Maintenance support will begin on newly added equipment on the first day of the month following notification from UCC.

**B.1.2.2 Removal of existing AV/VC Systems / Components.**

Equipment and systems may be removed from maintenance support at the sole discretion of UCC. When EOL notification is given by the Contractor for specific equipment to be removed, maintenance support will end for the specified equipment on the date specified by UCC per Section B.1.2.1.3..

### B.1.4 Replacement Components for Covered AV/VC Systems

**B.1.4.1 Service replaced equipment.** Service coverage on service replaced equipment whether a direct replacement or a State approved alternative, will begin immediately upon installation. The replacement equipment will be updated on the MEL at the time of the replacement with no delay until the next monthly MEL Audit.

**B.1.4.2** The value of the replacement equipment for the purpose of calculating the monthly maintenance payment must be the MEL listed price of the original item that is being replaced or less.

## **Exception Request and Loaner Equipment Procedure**

### **Version**

1.0

### **Purpose**

UCC uses a documentation and approval procedure to validate Contractor requests to deviate from the contract term or project scopes of work. This general procedure can be adapted to many circumstances. Contractor should discuss the proposed exception with UCC prior to preparing the form for approvals. Some exceptions may require UCC manager or Customer Agency approval at discretion of state. This procedure is also used by Contractor to request permission to use alternate or loaner equipment on a temporary basis.

### **Requirements**

#### **Documentation Needed**

1. Service Now Ticket
2. Contractor Ticket
3. Exception Request Form

#### **Signatures Needed**

1. Contractor Account Manager
2. UCC Service Coordinator

### **General Overview and Guidelines**

The UCC uses an Exception Request Form to track and document Exception Requests from the Contractor. This provides appropriate documentation for management of State Assets and provides greater continuity of service and support to Agencies.

If Technician reports that an abnormal repair process needs to occur, Technician shall notify their UCC site point of contact and explain the issue and propose a solution. The UCC team may need to review options or Equipment specifications in order to give guidance to the Technician regarding the Exception Request.

Before any Exception Request can be approved it must be submitted to the UCC by using a completed Exception Request Form along with any supporting documentation or photographs. After review by the appropriate team member UCC may approve or deny the request. UCC may also attach requirements to an approval.

The Exception Request Form should be used when requesting permission to provide Loaner Equipment under the Loaner Equipment Procedure. The Exception Request Form should also be used when replacing serialized Equipment permanently. (Maintenance)

In all cases replacement hardware must be compatible with the existing systems hardware and software and must provide functionality equal to or greater than the Equipment being replaced. This compatibility must be verified by the UCC team.

### **Procedure Steps**

1. Contractor determines that a loaner may be necessary to maintain AV/VC system functionality while a permanent repair or replacement occurs.
2. Contractor discusses options with UCC personnel in charge of that Service Call.
3. Contractor submits a completed Exception Request Form with the details of the suggested Loaner Equipment and justification for the Exception to Contractor Service Manager for review and approval.
4. Contractor Service Manager reviews the Exception Request form and either denies it or approves it.
5. If Exception Request Form is approved by Contractor Service Manager they submit it to the UCC for review.
6. UCC Service Coordinator reviews Exception Request and either denies or approves the request.
7. UCC returns a copy of the Exception Request Form to Contractor.
8. UCC adds a copy of the Exception Request Form to the current Ticketing system for the State (SNOW).
9. UCC adds a copy of the Exception Request Form to the current document archive for that BillingID.
10. If approved, the Loaner may be installed by Technicians.

11. If denied, Contractor must meet the original contract terms.
12. Contractor may submit a new or corrected request if conforming to changes requested by UCC.
13. If Loaner Equipment is installed, then it must be removed and the system repaired as per the contract by the end date stated on the approved Exception Request Form.

### **Loaner Equipment**

1. All Equipment that fails while on the MEL must be repaired or replaced within the contract required timeframes.
2. If the appropriate replacement Equipment is not available UCC may approve the use of Loaner Equipment on a temporary basis.
3. Any Loaner Equipment must be equal to or greater in capability and quality to any Equipment that it is substituting for.
4. Any Loaner Equipment must be compatible with all other components of the AV/VC System it is supporting.
5. Any Loaner Equipment substitution must follow the Exception Request Procedure.
6. Loaner Equipment substitution is not a permanent Exception allowance but is intended to cover emergency outage situations for a short, definable period of time.
7. All Exception Requests must include a written estimate of the length of time the Loaner Equipment must be in use.
8. UCC may require appropriate reconfiguration or reprogramming as required to maintain end user functionality and expectations. These changes must be revertible when the Loaner Equipment is removed.
9. State will not pay any charges of any kind related to any Loaner Equipment.
10. State has no liability for the loaner Equipment in the event of failure, damage, destruction, theft, or loss.
11. UCC has sole discretion in approving or denying a Loaner Equipment Exception Request.

12. Contractor must remove the Loaner Equipment from the system and site prior to the end of the defined period stated in the Exception Request and return the system to normal operations in full compliance with this Contract.
13. Commissioning Checklist must be completed with a passing result when Loaner Equipment is installed.
14. Commissioning Checklist must be completed with a passing result when Loaner Equipment is removed and repaired or replaced equipment is installed in accordance with contract.
15. A Service Call ticket cannot be closed while Loaner Equipment is installed as part of the system and must remain open until the work is completed as required by the contract.

### **Procedure Steps for Loaner Equipment**

14. Contractor determines that a loaner may be necessary to maintain AV/VC system functionality while a permanent repair or replacement occurs.
15. Contractor discusses options with UCC personnel in charge of that Service Call.
16. Contractor submits a completed Exception Request Form with the details of the suggested Loaner Equipment and justification for the Exception to Contractor Service Manager for review and approval.
17. Contractor Service Manager reviews the Exception Request form and either denies it or approves it.
18. If Exception Request Form is approved by Contractor Service Manager they submit it to the UCC for review.
19. UCC Service Coordinator reviews Exception Request and either denies or approves the request.
20. UCC returns a copy of the Exception Request Form to Contractor.
21. UCC adds a copy of the Exception Request Form to the current Ticketing system for the State (SNOW).
22. UCC adds a copy of the Exception Request Form to the current document archive for that BillingID.
23. If approved, the Loaner may be installed by Technicians.
24. If denied, Contractor must meet the original contract terms.
25. Contractor may submit a new or corrected request if conforming to changes requested by UCC.

26. If Loaner Equipment is installed, then it must be removed and the system repaired as per the contract by the end date stated on the approved Exception Request Form.

### Exception Request Form Instructions

1. **Contractor:** Enter the name of the Contractor Company.
2. **SNOW Ticket #:** Enter the ServiceNow Ticket Number provided by UCC for the Service Call.
3. **APEX Site ID:** Enter APEX Site ID assigned to the project.
4. **Agency:** Enter the State Agency that the work is on behalf of (ex, Tennessee Department of Transportation).
5. **Site Address:** Enter the physical address of the location of the project including floor and room numbers or names.
6. **Contractor Point of Contact Name:** Enter the name of the Contractor Point of Contact for the project.
7. **Contractor Point of Contact Email:** Enter the email of the Contractor Point of Contact for the project.
8. **Contractor Point of Contact Phone:** Enter the phone number of the Contractor Point of Contact for the project.
9. **Asset Tag/SI Tag #:** If applicable, Enter the Asset or Sensitive Item Tag number of the failed equipment.
10. **Failed Equipment Make:** Enter the Manufacturer of the equipment that has failed.
11. **Failed Equipment Model:** Enter the Manufacturer model number of the equipment that has failed. Do not enter the State catalog number or Contractor Model number.
12. **Failed Equipment Serial Number:** Enter the serial number of the item. If no serial number is issued by the manufacturer for that item then enter N/A.
13. **Asset Tag/SI Tag #:** If applicable, Enter the Asset or Sensitive Item Tag number of the replacement equipment.
14. **Replacement Equipment Loaner OR Permanent Replacement Checkboxes:** For all non-Loaner equipment requests only the Permanent Replacement checkbox should be checked.
15. **Replacement Equipment Make:** Enter the Manufacturer of the equipment that is being suggested as the replacement.
16. **Replacement Equipment Model:** Enter the Manufacturer Model Number of the equipment that is being suggested as the replacement. Do not enter the State catalog number or Contractor Model number.

17. **Replacement Equipment Serial Number:** Enter the serial number of the suggested replacement item. If no serial number is issued by the manufacturer for that item then enter N/A. If the Serial Number is not yet known then enter Pending and in the comments (line 24) include an explanation.
  18. **Reason for Request:** Enter the reason for request.
  19. **Timeline:** Enter the expected timeline, including start date of Loaner and expected end date of loaner.
  20. **Comments:** Explain any justifications for request to help UCC evaluate the request.
  21. **Contractor Service Manager Name:** Enter the name of the Contractor Service Manager.
  22. **Contractor Service Manager Signature:** Enter the signature of the Contractor Service Manager.
  23. **Contractor Service Manager Approval Date:** Enter the date of the Contractor Service Managers approval of the Exception Request.
  24. **Agency Responsible Person Name –** Agency Responsible Person prints their name.
  25. **Agency Responsible Person Signature –** Agency Responsible Person enters their signature.
  26. **Agency Approval Date –** Agency Responsible Person enters the date of their approval.
- Lines 27 – 32 are to be filled out by UCC only. Any request forms submitted by Contractor with any entry on these lines will be denied without further review.*
27. **Approved or Denied Checkboxes:** UCC will check the appropriate box to show if the Exception Request has been approved or denied.
  28. **Date:** The date of review and signature by UCC Service Coordinator.
  29. **Comments:** UCC will enter any comments including conditions on approval on this line.
  30. **Name:** UCC will enter the name of the UCC Service Coordinator.
  31. **Signature:** The UCC Service Coordinator will sign the Exception Request after review and decision.
  32. **Date:** The date of review and signature by UCC Service Coordinator.

**Breach Procedure and Schedule of Breaches****Version**

1.0

**Purpose**

When the requirements of this Contract are not met and a requirement is breached, the Contractor shall provide a service credit for breaches in accordance with the table below.

**Requirements****Documentation Needed**

2. Service Now Ticket
3. Contractor Ticket
4. Breach Incident Report Form

**Signatures Needed**

2. Contractor Account Manager
3. UCC Service Coordinator

**Procedure Step****Breach Form Instructions**

1. **Contractor** – Enter the company name of the contractor that was involved in the breach.
2. **SNOW Ticket Number** – Enter the RITM number of the Service Now request that was involved in the breach.
3. **APEX Site ID** – Enter the APEX site ID.
4. **Agency** – Enter the name of the State of Tennessee agency that was involved in the breach. E.g. Department of General Services.
5. **Site Address** – Enter the site address that was involved in the breach.
6. **Name** – Enter the name of the contractor point of contact.
7. **Email** – Enter the email of the contractor point of contact.
8. **Phone** – Enter the phone number of the contractor point of contact.
9. **Service Credits** – Enter the service credit amount that is to be provided by the Contractor for the breach.
10. **Incident** – Describe the incident that led to the breach. Be as detailed as possible.
11. **Name** – Enter the name of the contractor service manager.



12. **Signature** – Enter the signature of the contractor service manager.
13. **Date** – Enter the date when the contractor service manager signed this form.
14. **Approved / Denied** – Select if the UCC Service Coordinator approved or denied this form.
15. **Date** – Enter the date when the UCC Service Coordinator approved or denied this form.
16. **Comments** – Enter UCC Service Coordinator comments.
17. **Name** – Enter the UCC Service Coordinator name.
18. **Signature** – Enter the UCC Service Coordinator Signature.
19. **Date** – Enter date when the UCC Service Coordinator signed this form.

## Equipment Contract Breach Details

### Maintenance Contract Breach Details

The breach procedure is a points-based system. Please see the include chart. When a requirement is breached, points shall be assessed. The points will be added up at the end of each month and service credits shall be assessed as a percentage of discount against next month's maintenance invoice. All service credits will be recorded with the State.

### Maintenance Contractor SLA Breach Types

#	SLA	Breach Points
1	Missed scheduled service call with no communication	5
2	Missed scheduled service call with communication	3
3	Late for Scheduled Service Call (over 30 minutes) with no Communication	2
4	Late for Scheduled Service Call (over 30 minutes) with Communication	1
5	Failure to dispatch appropriate technician(s) in accordance with contract requirements. Ex: failure to dispatch programmer for programming issue.	5
6	Failure to respond to a new service request (Ticket) within contract time requirements, first three (3) times in a fiscal year quarter.	2
7	Failure to respond to a new service request (Ticket) within contract time requirements, after three (3) times in a fiscal year quarter.	4
8	Technician did not bring appropriate tools or supplies (Ladder when working a ceiling issue, laptop, etc.)	5
9	Failure to maintain manufacture service relationships resulting in failure to provide required service	5
10	Failure to meet parts repair or replacement SLA requirements	5
11	Failure to comply with the billing or administrative requirements, first three (3) times in a fiscal year quarter. Ex: not purging EOL equipment, not adding new equipment, not submitting the monthly invoice.	2
12	Failure to comply with the billing or administrative requirements, after three (3) times in a fiscal year quarter.	4
13	If service call includes control system programing change, not sending updated source code to UCC as noted in the contract.	5
14	Failure to provide certificate of completion including serial number information for replaced equipment.	5
15	Choosing not to replace or service covered items	5
16	Contractor's trash, boxes, and other detritus not removed from jobsite at end of service call.	2
17	Failure to comply with provided site guidelines or service procedures;	3

### Maintenance Contractor SLA Breach Service Credit Schedule

Monthly Points	% Discount on Next Month's Maintenance invoice to UCC	Monthly Points	% Discount on Next Month's Maintenance invoice to UCC
1	0.00%	21	15.75%
2	0.00%	22	16.50%
3	0.00%	23	17.25%
4	0.00%	24	18.00%
5	3.75%	25	18.75%
6	4.50%	26	19.50%
7	5.25%	27	20.25%
8	6.00%	28	21.00%
9	6.75%	29	21.75%
10	7.50%	30	22.50%
11	8.25%	31	23.25%
12	9.00%	32	24.00%
13	9.75%	33	24.75%
14	10.50%	34	25.50%
15	11.25%	35	26.25%
16	12.00%	36	27.00%
17	12.75%	37	27.75%
18	13.50%	38	28.50%
19	14.25%	39	29.25%
20	15.00%	40	30.00%

## Unified Communications & Collaboration

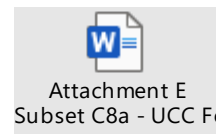
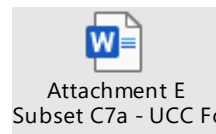
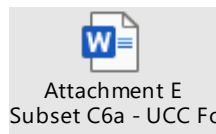
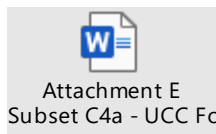
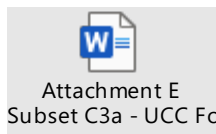
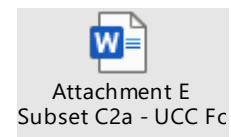
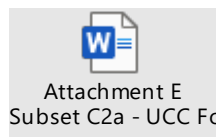
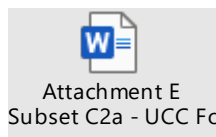
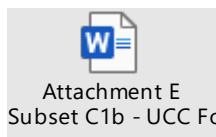
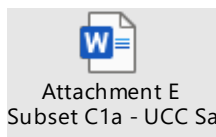
### UCC Procedure Forms and Examples Packet

This attachment is found at the following website address: **A link will be provided in the final version of the contract documents after award. In the final contract documents only the link will be shown.**

**\*Current MEL can be provided for this solicitation with a signed and returned Non-Disclosure Agreement (NDA) – Please reach out to the solicitation coordinator for a copy of the NDA**

#### **[Placeholder for URL Link]**

- C1a: UCC Example – Sample Purchase Order – v1.0
- C1b: UCC Form – Installation Certificate of Completion – v1.0
- C2a: UCC Form – Commissioning Checklist – v3.0
- C3a: UCC Form – System Move Request – v2.0
- C4a: UCC Form - Service Call Certificate of Completion – v2.0
- C5a: RESERVED (CATALOG)\*
- C6a: UCC Example - Sample Maintenance Equipment List – v1.0
- C7a: UCC Form – Exception Request Form – v3.0
- C8a: UCC Form – Breach Incident Form – v3.0



## **ATTACHMENT E**

\*NOTE: C5a Sample Equipment Catalog is intentionally omitted as there will not be an Equipment Catalog in this Contract as there will not be any equipment purchases. Any reference to a Catalog is simply for continuity of the documented procedures.