



STATE OF TENNESSEE

DEPARTMENT OF GENERAL SERVICES

CENTRAL PROCUREMENT OFFICE

REQUEST FOR QUALIFICATIONS

FOR

CELLULAR DEVICES, SERVICES AND BUSINESS SOLUTIONS

RFQ # **32110-00811**

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1. INTRODUCTION

The State of Tennessee, Department of General Services, Central Procurement Office, hereinafter referred to as “the State,” issues this Request for Qualifications (“RFQ”) to define mandatory goods or services requirements; solicit responses; detail response requirements; and outline the State’s process for evaluating responses.

Through this RFQ or any subsequent solicitation, the State seeks to buy the requested goods or services and to give ALL qualified respondents, including those that are owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises, the opportunity to do business with the state as contractors or subcontractors.

1.1. Statement of Procurement Purpose

The State of Tennessee is seeking qualified suppliers to provide Cellular Devices, Voice and Data Services, Cellular Equipment, a limited Accessories offering, and Integrated Business Solutions for State Agencies. The Contract will be structured to enable the State to remain technologically current to accommodate the 4G and 5G current networks and future technology developments.

A primary objective of the awarded contracts is to provide, as much as possible, Cellular Services throughout the State to reduce coverage issues encountered across the State including difficult to cover State Parks and Recreational locations.

The States current expenditures over the previous five-year contract period were approximately Sixty-Two Million Dollars (\$62,000,000.00). Purchases of Cellular Services over the new five-year contract period are estimated to be Seventy Million Dollars (\$70,000,000.00)

1.1.1. RFQ Number

This Solicitation is **RFQ 32110-00811**

1.1.2. Factual Data

All statistical and fiscal information contained in this RFQ and its exhibits, including amendments and modifications thereto, are provided “as is”, without warranty as to the accuracy or adequacy of the data or information so provided, and reflect the department’s best understanding based on information or belief available to the department at the time of RFQ preparation. No inaccuracies in such data or information shall be a basis for delay in performance or a basis for legal recovery of damages, actual, consequential or punitive.

1.2. Pre-Response Conference – Thursday July 25, 2024

A Pre-response Conference will be held at the time and date detailed in the RFQ 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:

Thursday July 25, 2024 2:00 PM

<https://www.microsoft.com/en-us/microsoft-teams/join-a-meeting>

Meeting ID: 217 475 602 838

Passcode: hYdQSk

Dial in by phone

+1 629-209-4396, United States, Nashville

Phone conference ID: 134 218 295#

Join on a video conferencing device

Tenant key: stateoftn@m.webex.com

Video ID: 117 610 068 8

The purpose of the conference is to discuss the RFQ 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 RFQ in writing prior to the Written Questions & Comments Deadline date detailed in the RFQ 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 RFQ Section 2, Schedule of Events.

1.3. Notice of Intent to Respond

Before the Notice of Intent to Respond Deadline detailed in RFQ § 2, Schedule of Events, potential 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, the contact person's mailing address, telephone number, facsimile, number, and e-mail address. Filing a Notice of Intent to Respond is not a prerequisite for submitting a response; however, it is necessary to ensure receipt of notices and communications relating to this RFQ.

1.4. Definitions and Abbreviations

TERM	DEFINITION
Authorized User	The definition of an Authorized User Likely varies State by State. The State of Tennessee defines

	<p>an Authorized User as follows: “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”):</p> <ul style="list-style-type: none"> 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). <p>Note: other States definition of an “Authorized User” or equivalent is acceptable in the Respondents response to this RFQ.</p>
Business Solutions	The term “Business Solutions” shall refer to a combination of ideas, services, and products that resolve a specific problem (IoT).
Central Procurement Office	The State of Tennessee Central Procurement Office (CPO)
Contract	The writing(s) that contain the agreement of the CPO and the Respondent/Contractor(s) setting forth the total legal obligation between the parties as determined by applicable rules of law.

Mandatory Requirements	Requirements that the Respondent must meet in order to be eligible for contract award
Proposal	The Respondents submission of all documents in response to the solicitation, including but not limited to responses to Attachments A through F
Respondent	The entity that submits materials to the State in accordance with these instructions
Response	The material submitted by the Respondent in answering the solicitation
Schedule of Events	The list of critical dates and actions included in the introductory materials.
Solicitation Coordinator	State of Tennessee representative for whom all communications relating to this solicitation shall be directed to.
Service Plans	The term shall mean a subscription offering from a cellular carrier providing some combination of wireless services.

2. RFQ SCHEDULE OF EVENTS

The following schedule represents the State’s best estimates for this RFQ; however, the State reserves the right, at its sole discretion, to adjust the schedule at any time, or cancel and reissue a similar solicitation. Nothing in this RFQ is intended by the State to create any property rights or expectations of a property right in any Respondent.

EVENT		TIME (Central Time Zone)	DATE (all dates are State business days)
1.	Post RFQ 32110-00811		July 18, 2024
2.	Disability Accommodation Request Deadline		July 22, 2024
3.	Pre-Response Conference	2:00 p.m.	July 25, 2024
4.	Notice of Intent to Respond Deadline	2:00 p.m.	July 29, 2024
5.	Written “Questions & Comments” Deadline	2:00 p.m.	August 1, 2024
6.	State response to written “Questions & Comments”		August 9, 2024
7.	RFQ Technical/Cost Response Deadline	2:00 p.m.	August 16, 2024
8.	State Notice of Qualified Respondent(s) Released		August 27, 2024
9.	RFQ Competitive Negotiations		September 6, 2024

10.	State Notice of Intent to Award Released and RFQ Files Open for Public Inspection		September 13, 2024
11.	End of Open File Period		September 20, 2024
12.	State send contract to Contractor(s) for signature		September 23, 2024
13.	Contractor contract signature Deadline		September 27, 2024

3. RESPONSE REQUIREMENTS

3.1. Response Contents: A response to this RFQ should address the following:

- 3.1.1. Mandatory Requirements: This section details the mandatory technical, functional, and experience requirements that must be demonstrated in the response to this RFQ in order to be passed on to Phase II of the Technical Response evaluation. A Respondent should duplicate and use RFQ Attachment A as a guide to organize responses for the Mandatory Requirements of the RFQ response. The Respondent should reference the page location of the information within the response in the indicated column of the table. This section is included in the State's evaluation as to whether or not a Respondent meets mandatory qualifications (Phase I).
- 3.1.2. General Qualifications & Experience: This section is included in the State's evaluation of Phase II of the Technical Response Evaluation and details general information and qualifications that must be demonstrated in the response to this RFQ. A Respondent should duplicate and use RFQ Attachment B as a guide to organize responses for this portion of the RFQ response. The Respondent should reference the page location of the information within the response in the indicated column of the table.
- 3.1.3. Technical Qualifications, Experience & Approach: This section is also included in the State's evaluation of Phase II of the Technical Response Evaluation and details technical qualifications, experience, and approach items that must be demonstrated in the response to this RFQ. A Respondent should duplicate and use RFQ Attachment C as a guide to organize responses for this portion of the RFQ response. The Respondent should reference the page location of the information within the response in the indicated column of the table.
- 3.1.4. Cost Proposal:
 - 3.1.4.1. If included as part of this solicitation, then the Cost Proposal must be recorded on an exact duplicate of RFQ Attachment D, Cost Proposal. Any response that does not follow the instructions included in RFQ Attachment D may be deemed nonresponsive.
 - 3.1.4.2. A Respondent must only record the proposed cost exactly as required by the RFQ Attachment D, Cost Proposal and must NOT record any other rates, amounts, or information.
 - 3.1.4.3. The proposed cost shall incorporate ALL costs for services under the contract for the total contract period.
 - 3.1.4.4. A Respondent must sign and date the Cost Proposal.
 - 3.1.4.5. A Respondent must submit the Cost Proposal to the State in a sealed package separate from the Technical Response.

3.2. Response Delivery Location

A Respondent must ensure that the State receives a Response to this RFQ no later than the Response Deadline time and dates detailed in the RFQ § 2, Schedule of Events. All responses must be delivered to:

Richard Kotler – Solicitation Coordinator
WRS Tennessee Tower 3RD FL
312 Rosa L. Parks Ave.
Nashville, TN 37243
Phone Number: 615-253-4723
Email: Richard.kotler@tn.gov

3.3. Response Format

3.3.1. A Respondent must ensure that the original response meets all form and content requirements detailed within this RFQ.

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

3.3.2.1. Physical Digital Media Submittal of Responses

3.3.2.1.1. Technical Response

One (1) original Technical Response paper document clearly labeled:

“RFQ # 32110-00811 TECHNICAL RESPONSE ORIGINAL”

And **four (4)** copies of the Technical Response each in the form of one (1) digital document in “PDF” format properly recorded on its own otherwise blank, USB flash drive labeled”

“RFQ # 32110-00811 TECHNICAL RESPONSE COPY”

The digital copies should not include copies of sealed customer references or cost information in the general and technical evaluation phase. However, any other discrepancy between the paper response document and digital copies may result in the State rejecting the response as nonresponsive.

3.3.2.1.2. Cost Proposal:

One (1) original Cost Proposal paper document labeled:

“RFQ # 32110-00811 COST PROPOSAL ORIGINAL”

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

“RFQ # 3211-00811 COST PROPOSAL COPY”

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

3.3.2.2. E-mail Submission

3.3.2.2.1. 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:

“RFQ # 32110-00811 TECHNICAL RESPONSE”

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

3.3.2.2.2. 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:

“RFQ # 32110-00811 COST PROPOSAL”

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

3.3.3. 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:

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

“DO NOT OPEN... RFQ # 32110-00811 TECHNICAL RESPONSE FROM [RESPONDENT LEGAL ENTITY NAME]”

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

“DO NOT OPEN... RFQ # 32110-00811 COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]”

3.3.3.3. 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:

“RFQ # 32110-00811 SEALED TECHNICAL RESPONSE & SEALED COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]”

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

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

Richard Kotler – Solicitation Coordinator
Department of General Services, Central Procurement Office
WRS Tennessee Tower 3rd FL
312 Rosa L. Parks Ave.
Nashville, TN
Phone: 615-253-4723
Email: Richard.Kotler@tn.gov

3.4. **Response Prohibitions:** A response to this RFQ shall **not**:

3.4.1. Restrict the rights of the State or otherwise qualify the response to this RFQ;

3.4.2. Include, for consideration in this procurement process or subsequent contract negotiations, incorrect information that the Respondent knew or should have known was materially incorrect;

3.4.3. Include more than one response, per Respondent, to this RFQ;

3.4.4. Include any information concerning costs (in specific dollars or numbers) associated with the Technical Response;

3.4.5. Include the respondent’s own contract terms and conditions (unless specifically requested by the RFQ);

3.4.6. Include any end-user license agreement, manufacturer’s terms and conditions, service guide, clickwrap agreement, shrinkwrap agreement, online terms and conditions, or other terms and conditions that will supplement, modify, or contradict the terms set forth in the pro forma contract; or

3.4.7. Include the respondent as a prime contractor while also permitting one or more other respondents to offer the respondent as a subcontractor in their own responses.

3.5. **Response Errors & Revisions**

A Respondent is responsible for any and all errors or omissions in its response to this RFQ. A Respondent **will not** be allowed to alter or revise its response after the Response Deadline time

and dates as detailed in RFQ § 2, Schedule of Events, unless such is formally requested in writing by the State (e.g., through a request for clarification, etc.).

3.6. Response Withdrawal

A Respondent may withdraw a response at any time before the Response Deadline time and date as detailed in RFQ § 2, Schedule of Events, by submitting a written signed request by an authorized representative of the Respondent. After withdrawing a response, a Respondent may submit another Response at any time before the Response Deadline time and date as detailed in RFQ § 2, Schedule of Events.

3.7. Response Preparation Costs

The State will not pay any costs associated with the preparation, submittal, or presentation of any response. Each Respondent is solely responsible for the costs it incurs in responding to this RFQ.

4. GENERAL INFORMATION & REQUIREMENTS

4.1. Communications

4.1.1. Respondents shall reference **RFQ # 32110-00811** in all communications relating to this solicitation, and direct any such communications to the following person designated as the Solicitation Coordinator:

Richard Kotler, Category Specialist
Department of General Services, Central Procurement Office
3rd Floor, WRS Tennessee Tower
312 Rosa L. Parks Ave.
Nashville, TN 37243
Phone: 615-253-4723
Email: Richard.Kotler@tn.gov

The State will convey all official responses and communications related to this RFQ to the potential respondents from whom the State has received a Notice of Intent to Respond (refer to RFQ Section 1.2.).

4.1.2. Potential respondents with a handicap or disability may receive accommodation relating to the communication of this RFQ and participating in the RFQ process. Potential respondents may contact the RFQ Coordinator to request such reasonable accommodation no later than the Disability Accommodation Request Deadline detailed in RFQ § 2, Schedule of Events.

4.1.3. **Unauthorized contact about this RFQ with other employees or officials of the State of Tennessee may result in disqualification from contract award consideration.**

4.1.4. Notwithstanding the foregoing, potential Respondents may also contact the following as appropriate:

4.1.4.1. Staff of the Governor's Office of Diversity Business Enterprise may be contacted for assistance with respect to available minority-owned, woman-owned, service-disabled veteran-owned, businesses owned by persons with disabilities and small business enterprises as well as general public information relating to this request; or

4.1.4.1. 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,
WRS Tennessee Tower 3rd FL
312 Rosa L. Parks Ave.
Nashville, TN 37243
Phone: 615-741-3836
Email: Helen.Crowley@tn.gov

4.2. **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 solicitation or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion (subject to Tenn. Code Ann. §§ 4-21-401 and 405), sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Contractor pursuant to this solicitation shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

4.3. **Conflict of Interest**

4.3.1. The State may not consider a proposal from an individual who is, or within the past six (6) months has been, a State employee. For these purposes,

4.3.1.1. An individual shall be deemed a State employee until such time as all compensation for salary, termination pay, and annual leave has been paid;

4.3.1.2. A contract with or a proposal 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

4.3.1.3. A contract with or a proposal from a company, corporation, or any other contracting entity that employs an individual who is, or within the past six 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.

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

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

4.4.1. Each potential respondent must carefully review this RFQ, including but not limited to, attachments, the RFQ Attachment G, *pro forma* Contract, and any amendments for questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively called “questions and comments”).

4.4.2. Any potential respondent having questions and comments concerning this RFQ must provide such in writing to the State no later than the written “Questions & Comments Deadline” detailed in RFQ § 2, Schedule of Events.

4.4.3. Protests based on any objection 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.”

4.5. **Disclosure of Response Contents**

4.5.1. All materials submitted to the State in response to this solicitation become 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 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 for award does not affect this right. By submitting a response, a Respondent acknowledges and accepts that the full contents and associated documents submitted in response to this request will become open to public inspection in accordance with the laws of the State of Tennessee. Refer to RFQ § 2, Schedule of Events.

4.5.2. The RFQ responses will be available for public inspection only after the completion of evaluation of the RFQ or any resulting solicitation which this RFQ becomes a part of, whichever is later.

4.6. **Notice of Professional Licensure, Insurance, and Department of Revenue Registration Requirements**

4.6.1. 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 part of a response to this RFQ, shall be properly licensed to render such opinions.

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

4.6.3. Before the Contract resulting from this RFQ is signed, the apparent successful Respondent must provide a valid, Certificate of Insurance indicating current insurance coverage meeting minimum requirements as may be specified by the RFQ.

4.6.4. Before the Contract resulting from this RFQ is signed, the apparent successful Respondent must be registered with the Department of Revenue for the collection of Tennessee sales and use tax. The State shall not approve 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

4.7. **RFQ Amendments & Cancellation**

4.7.1. The State reserves the right to amend this RFQ at any time, provided that it is amended in writing. However, prior to any such amendment, the State will consider whether it would negatively impact the ability of potential respondents to meet the deadlines and revise the

RFQ Schedule of Events if deemed appropriate. If a RFQ amendment is issued, the State will convey it to potential respondents who submitted a Notice of Intent to Respond (refer to RFQ § 1.3). A response must address the final RFQ (including its attachments) as may be amended.

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

4.8. **State Right of Rejection**

- 4.8.1. Subject to applicable laws and regulations, the State reserves the right to reject, at its sole discretion, any and all proposals.
- 4.8.2. The State may deem as nonresponsive and reject any proposal that does not comply with all terms, conditions, and performance requirements of this RFQ. Notwithstanding the foregoing, the State reserves the right to seek clarifications or to waive, at its sole discretion, a response's minor variances from full compliance with this RFQ. If the State waives variances in a response, such waiver shall not modify the RFQ requirements or excuse the Respondent from full compliance with such, and the State may hold any resulting vendor to strict compliance with this RFQ.
- 4.8.3. The State will review the response evaluation record and any other available information pertinent to whether or not each respondent is responsive and responsible. If the Solicitation Coordinator identifies any respondent that appears not to meet the responsive and responsible thresholds such that the team would not recommend the respondent for potential contract award, this determination will be fully documented for the record. ("Responsive" is defined as submitting a response that conforms in all material respects to the RFQ. "Responsible" is defined as having the capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.)

4.9. **Assignment & Subcontracting**

- 4.9.1. The vendor may not subcontract, transfer, or assign any portion of the Contract awarded as a result of this RFQ without prior approval of the State. The State reserves the right to refuse approval, at its sole discretion, of any subcontract, transfer, or assignment.
- 4.9.2. If a Respondent intends to use subcontractors, the response to this RFQ must specifically identify the scope and portions of the work each subcontractor will perform (refer to RFQ Attachment B, Item B.14.).
- 4.9.3. Subcontractors identified within a response to this RFQ 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.
- 4.9.4. The Contractor resulting from this RFQ may only substitute another subcontractor for a proposed subcontractor at the discretion of the State and with the State's prior, written approval.
- 4.9.5. Notwithstanding any State approval relating to subcontracts, the Contractor resulting from this RFQ will be the prime contractor and will be responsible for all work under the Contract.

4.10. **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 RFQ process.

5. PROCUREMENT PROCESS & CONTRACT AWARD

- 5.1. The complete vendor selection will be a three-part process: (1) Respondents response to the questions in RFQ Attachment A TECHNICAL RESPONSE EVALUATION GUIDE Section A-Mandatory Requirements, (2) Respondents responses to questions in Attachment B TECHNICAL RESPONSE & EVALUATION GUIDE Section B – General Qualifications & Experience Guide, and (3) Respondents responses to the questions in Attachment C TECHNICAL RESPONSE & EVALUATION GUIDE Section C Technical Qualifications, Experience & Approach. Each of these items will be evaluated and scored in accordance with 5.2 below.
- 5.2. Qualification of Technical Responses: Technical Responses will be deemed acceptable to the State for each Respondent that achieves the minimum acceptable scores below.
- MINIMUM ACCEPTABLE SCORES
- (a) The Respondents Score for Section A-Mandatory Requirements must achieve a Score of “PASS”.
 - (b) The Respondent’s minimum Technical threshold score for Section B is twenty (20) points.
 - (c) The Respondents minimum Technical threshold score for Section C is thirty (30) points.
- 5.3. Cost Proposals: If cost is included for this solicitation, Cost Proposals will be opened for all Respondents meeting the Minimum requirements for Sections A, B, and C (Qualified Respondents).
- 5.4. Clarifications and Negotiations: The State reserves the right to award contracts on the basis of initial responses received; therefore, each response should contain the respondent’s best terms from a technical and cost standpoint. However, the State reserves the right to conduct clarifications or negotiations with respondents. All communications, clarifications, and negotiations shall be conducted in a manner that supports fairness in response improvement.
- 5.4.1. Clarifications: The State may identify areas of a response that may require further clarification or areas in which it is apparent that there may have been miscommunications or misunderstandings as to the State’s specifications or requirements. The State may seek to clarify those issues identified during one or multiple clarification round(s). Each clarification sought by the State may be unique to an individual respondent.
 - 5.4.2. Negotiations: The State may elect to negotiate with Qualified Respondents, within the competitive range, by requesting revised responses, negotiating costs, or finalizing

contract terms and conditions. The State reserves the right to conduct multiple negotiation rounds.

5.4.2.1. Cost Negotiations: All responsive respondents within the competitive range will be given equivalent information with respect to cost negotiations. All cost negotiations will be documented for the procurement file. Additionally, the State may conduct target pricing and other goods or services level negotiations. Target pricing may be based on considerations such as current pricing, market considerations, benchmarks, budget availability, or other methods that do not reveal individual respondent pricing. During target price negotiations, respondents are not obligated to meet or beat target prices but will not be allowed to increase prices.

5.4.2.2. If the State determines costs and contract finalization discussions and negotiations are not productive, the State reserves the right to bypass the apparent best evaluated Respondent and enter into contract negotiations with the next apparent best evaluated Respondent.

5.5. Evaluation Guide

The State will consider qualifications, experience, technical approach, and cost (if applicable) in the evaluation of responses and award points in each of the categories detailed below. The maximum evaluation points possible for each category are detailed below.

Evaluation Category	Maximum Points Possible
Mandatory Requirements (refer to RFQ Attachment A)	Pass/Fail
General Qualifications, Experience, Technical Qualifications, Experience & Approach (refer to RFQ Attachment B)	40
Technical Qualifications, Experience & Approach (refer to RFQ Attachment C)	60

5.6. Contract Award

5.6.1. The Solicitation Coordinator will determine if each Respondent meets the Minimum Scores required in order for the Respondent to be Qualified. The State reserves the right to make an award without further discussion of any response.

5.6.2. The State will issue an Evaluation Notice and make the RFQ files available for public inspection at the time and date specified in the RFQ §2, Schedule of Events.

NOTICE: The Evaluation Notice shall not create rights, interests, or claims of entitlement in either the Respondent identified as the apparent best evaluated or any other Respondent.

- 5.6.3. The Respondent identified as offering the apparent best-evaluated must sign a contract drawn by the State pursuant to this RFQ. The contract shall be substantially the same as the RFQ Attachment **G**, *pro forma* contract. The Respondent must sign said contract no later than the Respondent Contract Signature Deadline detailed in RFQ § 2, Schedule of Events. If the Respondent fails to provide the signed contract by the deadline, the State may determine the Respondent is non-responsive to this RFQ and reject the response.
- 5.6.4. Notwithstanding the foregoing, the State may, at its sole discretion, entertain limited negotiation 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 evaluation or negatively impact the competitive nature of the RFQ and contractor selection process.
- 5.6.5. If the State determines that a response is nonresponsive and rejects it, the Solicitation Coordinator will re-calculate scores to determine (or re-determine) the apparent best-evaluated response.

TECHNICAL RESPONSE & EVALUATION GUIDE

All Respondents must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). All Respondents must also detail the response page number for each item in the appropriate space below.

The Solicitation Coordinator will review all responses 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 responses and attach a written determination. In addition to the Mandatory Requirement Items, the Solicitation Coordinator will review each response for compliance with all RFQ requirements.

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		The Technical Response must be delivered to the State no later than the Technical Response Deadline specified in the RFQ § 2, Schedule of Events.	
		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.	
		A Respondent must not submit multiple responses in different forms (as a prime and a subcontractor).	
	A.1.	Provide the Statement of Certifications and Assurances (RFQ Attachment E) completed and signed by an individual empowered to bind the Respondent to the provisions of this RFQ and any resulting contract. The document must be signed without exception or qualification.	
	A.2.	Provide a statement, based upon reasonable inquiry, of whether the Respondent or any individual who shall	

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		<p>perform work under the contract has a possible conflict of interest (e.g., employment by the State of Tennessee) and, if so, the nature of that conflict.</p> <p>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.</p>	
	A.3.	<p>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.</p>	
	A.4.	<p>Provide at least one of the following financial documents dated within the last three (3) months: (1) an official document or letter from an accredited credit bureau, indicating a satisfactory credit score for the Respondent (NOTE: A credit bureau report number without the full report is insufficient and will <u>not</u> be considered responsive.); (2) income statement, indicating the Respondent's financial operations; or (3) balance sheet, showing the Respondent's flow of funds.</p> <p>Any documentation disclosing the amount of cash flows from operating activities should be for the Respondent's most current operating period and must indicate whether the cash flows are positive or negative. If the cash flows are negative for the most recent operating period, the documentation must include a detailed explanation of the factors contributing to the negative cash flows.</p> <p>NOTICE: All persons, agencies, firms, or other entities that provide opinions regarding the Respondent's financial status <u>must</u> be properly licensed to render such opinions. The State may require the Respondent to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders the opinions.</p>	

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
	A.5	Insurance, A valid Certificate of Insurance (COI) in the amounts specified in section D.32 of the Pro Forma Contract detailed in Attachment G shall be provided with the Submission Response.	
	A.6.	Provide one (1) set of Coverage Area maps (one for each of the ninety-five Tennessee Counties, plus one (1) Tennessee Statewide map, and one (1) US map including all fifty (50) States). Coverage Area maps should clearly indicate the Respondent's direct coverage as well as the Carrier's roaming partner's Coverage Areas.	
	A.7.	Provide documentation that demonstrates that the Respondent has current revenues from digital cellular and data services of two billion five hundred thousand dollars annually (\$2,500,000,000.00)	
	A.8.	Provide documentation that demonstrates that the Respondent company operates the cellular network deployed by the Company.	
	A.9.	Provide documentation that demonstrates that the Respondent has serviced at least three thousand (3,000) Cellular Devices under any "Authorized User" governmental entity contract in the past three (3) years	
	A.10.	Provide documentation that demonstrates that the Respondent has, in the past three (3) years has had contracts with at least seven (7) other governmental entities for the similar services as those requested in this RFQ.	
	A.11.	The Technical Response shall not exceed one hundred and fifty (150) pages in length (maps, graphs, charts, and Business Solutions appended to the Catalog or otherwise included as an appendix will not count against this page limit.	
	A.12	Contractors employees and subcontractors supporting this contract for technical, contractual, fulfillment, trouble	

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		shooting, and invoicing/billing services are to be located in the United States.	
<i>State Use – RFQ Coordinator Signature, Printed Name & Date:</i>			

TECHNICAL RESPONSE & EVALUATION GUIDE

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

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
	B.1.	Detail the name, e-mail address, mailing address, telephone number, and facsimile number, if applicable, of the person the State should contact regarding the response.
	B.2.	Describe the Respondent’s form of business (<i>i.e.</i> , individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and business location (physical location or domicile).
	B.3.	Detail the number of years the Respondent has been in business.
	B.4.	Briefly describe how long the Respondent has been performing the goods or services required by this RFQ.
	B.5.	Describe the Respondent’s number of employees, client base, and location of offices.
	B.6.	Provide a statement of whether there have been any mergers, acquisitions, or sales of the Respondent within the last ten (10) years. If so, include an explanation providing relevant details.
	B.7.	Provide a statement of whether the Respondent or, to the Respondent's knowledge, any of the Respondent’s employees, agents, independent contractors, or subcontractors, proposed to provide work on a contract pursuant to this RFQ, have been convicted of, pled guilty to, or pled <i>nolo contendere</i> to any felony. If so, include an explanation providing relevant details.

TECHNICAL RESPONSE & EVALUATION GUIDE

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

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
	B.8.	Provide a statement of whether, in the last ten (10) years, the Respondent has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors. If so, include an explanation providing relevant details.
	B.9.	Provide a statement of whether there is any material, pending litigation against the Respondent that the Respondent should reasonably believe could adversely affect its ability to meet contract requirements pursuant to this RFQ 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 RFQ. 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 such licensure detailing the state of licensure and licensure number for each person or entity that renders such opinions.
	B.10.	Provide a statement of whether there is 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 RFQ. 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 such

TECHNICAL RESPONSE & EVALUATION GUIDE

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

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		licensure detailing the state of licensure and licensure number for each person or entity that renders such opinions.
	B.11	Provide a brief, descriptive statement detailing evidence of the Respondent's ability to deliver the goods or services sought under this RFQ (e.g., prior experience, training, certifications, resources, program and quality management systems, etc.).
	B.12.	Provide a narrative description of the proposed contract team, its members, and organizational structure along with an organizational chart identifying the key people who will be assigned to provide the goods or services required by this RFQ, illustrating the lines of authority, and designating the individual responsible for the completion of each task and deliverable of the RFQ.
	B.13.	Provide a personnel roster listing the names of key people who the Respondent will assign to perform tasks required by this RFQ along with the estimated number of hours that each individual will devote to the required tasks. Follow the personnel roster with a resume for each of the people listed. The resumes must detail the individual's title, education, current position with the Respondent, and employment history.
	B.14.	Provide a statement of whether the Respondent intends to use subcontractors to accomplish the work required by this RFQ, and if so, detail: (a) the names of the subcontractors along with the contact person, mailing address, telephone number, and e-mail address for each; (b) a description of the scope and portions of the work each subcontractor will perform; <u>and</u>

TECHNICAL RESPONSE & EVALUATION GUIDE

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

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		(c) a statement specifying that each proposed subcontractor has expressly assented to being proposed as a subcontractor in the Respondent’s response to this RFQ.
	B.15.	<p>Provide documentation of the Respondent’s commitment to diversity as represented by the following:</p> <p>(a) <u>Business Strategy</u>. Provide a description of the Respondent’s existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, service-disabled veterans, businesses owned by persons with disabilities, and small business enterprises. Please also include a list of the Respondent’s certifications as a diversity business, if applicable.</p> <p>(b) <u>Business Relationships</u>. Provide a listing of the Respondent’s current contracts with business enterprises owned by minorities, women, service-disabled veterans, businesses owned by persons with disabilities, and small business enterprises. Please include the following information:</p> <ul style="list-style-type: none"> (i) contract description; (ii) contractor name and ownership characteristics (<i>i.e.</i>, ethnicity, gender, service-disabled, disability); and (iii) contractor contact name and telephone number. <p>(c) <u>Estimated Participation</u>. Provide an estimated level of participation by business enterprises owned by minorities, women, service-disabled veterans, businesses owned by persons with disabilities, and small business enterprises if a contract is awarded to the Respondent pursuant to this RFQ. Please include the following information:</p>

TECHNICAL RESPONSE & EVALUATION GUIDE

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

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<p>(i) a percentage (%) indicating the participation estimate. (Express the estimated participation number as a percentage of the total estimated contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics only and DO NOT INCLUDE DOLLAR AMOUNTS);</p> <p>(ii) anticipated goods or services contract descriptions;</p> <p>(iii) names and ownership characteristics (i.e., ethnicity, gender, service-disabled veterans, disability) of anticipated subcontractors and supply contractors.</p> <p>NOTE: In order to claim status as a Diversity Business Enterprise under this contract, businesses must be certified by the Governor’s Office of Diversity Business Enterprise (Go-DBE). Please visit the Go-DBE website at https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9810 for more information.</p> <p>(d) <u>Workforce</u>. Provide the percentage of the Respondent’s total current employees by ethnicity and gender.</p> <p>NOTE: Respondents that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and subcontractors. Response evaluations will recognize the positive qualifications and experience of a Respondent that does business with enterprises owned by minorities, women, service-disabled veterans, businesses owned by persons with disabilities, and small business enterprises and who offer a diverse workforce.</p>

TECHNICAL RESPONSE & EVALUATION GUIDE

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

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
	B.16.	<p>Provide a statement of whether or not the Respondent has any current contracts with the State of Tennessee or has completed any contracts with the State of Tennessee within the previous five-year period. If so, provide the following information for all current and completed contracts:</p> <ul style="list-style-type: none"> (a) the name, title, telephone number and e-mail address of the State contact responsible for the contract at issue; (b) the name of the procuring State agency; (c) a brief description of the contract's specification for goods or scope of services; (d) the contract term; and (e) the contract number.
	B.17.	<p>Provide a statement and any relevant details addressing whether the Respondent is any of the following:</p> <ul style="list-style-type: none"> (a) is presently debarred, suspended, proposed for debarment, or voluntarily excluded from covered transactions by any federal or state department or agency; (b) has within the past three (3) years, been convicted of, or had a civil judgment rendered against the contracting party from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

TECHNICAL RESPONSE & EVALUATION GUIDE

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

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<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> <ul style="list-style-type: none"> ▪ 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>SCORE (for all Section B—Qualifications & Experience Items above): (maximum possible score = RFQ § 5.5 40. NUMBER)</p>		
<p><i>State Use – Evaluator Identification:</i></p>		

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH. The Respondent should explain its approach to providing goods or services to the State. The items listed below represent specific questions the State would request you answer in your response. For ease of review, please annotate your explanation so that it contains references to the items listed below where they are addressed. Respondent should not feel constrained to answer only the specific questions listed below in its explanation and should feel free to provide attachments, if necessary, in an effort to provide a more thorough response.

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

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

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 scores as indicated.

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	C.1.	Provide a narrative that illustrates the Respondent's understanding of the State's requirements and project schedule.		8	
	C.2.	Provide a narrative that illustrates how the Respondent will complete the delivery of goods or scope of services, accomplish required objectives, and meet the State's project schedule.		9	
	C.3.	Provide a narrative that illustrates how the Respondent will manage the project, ensure delivery of specified goods or completion of the scope of services, and accomplish required objectives within the State's project schedule.		10	

	C.4.	Describe the Respondent's current plans and status of their 4G, 5G technology evolution/development for wireless voice/data technologies. This should include, but not be limited to, the following: 4G/5G coverage; future enhancements of the 5G network for Tennessee; 5G services and deployment; mobile E911; Public Safety capabilities and services, network reliability and disaster recovery ; Business Solutions services, and any other technical information that the Respondent chooses to submit.		30	
	C.5.	Provide documentation that shows the Respondent's approach to maintaining high levels of customer service. Consideration should be given, but not limited to, to the following: responsiveness to customer requirements for delivery and returns performance; ability to maintain adequate stock to meet the State's demands; and methods for addressing network congestion.		30	
	C.6.	Describe a plan for managing those Agencies purchases of Apple Devices directly from Apple, Inc. or other non-cellular service providers where the subscriber does not require a Service Plan, only WiFi capability.		5	
	C.7.	Describe the Contractors workflow and responsibilities for the implementation and management of WPS activities.		5	
	C.8.	Provide information regarding the Contractor's ability to meet the State's requirements for workflow, billing/invoicing, and adjustments for billing errors.		30	
	C.9.	Describe the Companies Porting management process. Coverage includes Porting of numbers, new lines, Service add-ons, changes to service plans, and termination of services.		20	

	C.10.	Describe how the company manages bulk order requests. Currently the State considers an order for more than a quantity of one (1) is a bulk order.		8	
	C.11.	Describe any restrictions the Respondent requires regarding the application of dual SIM's when two carriers are involved		15	
	C.12.	Describe what processes and procedures are used to track and manage shipments to customers. Also identify what reporting i.e., Status-on time, delayed, etc. other metrics that can be provided to the State.		25	
	C.13.	Describe the ability of the State to access various Portals, Gateways and/or Customer web links that the Contractor can provide in order for the State to manage and see the status of Orders; Invoice details; Delivery details; Disposal activities; Network Status; Planned network maintenance dates and times and possible impact to the State- Status/Notifications regarding the Planned maintenance; Status of unplanned outages and on-going updates and schedules. The Contractor is to identify any additional data and information that is available to the State through these portals/gateways and web links. The Contractor is to identify any restrictions on data/information use, and the number of State personnel that can have access.		10	
<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>				Total Raw Weighted Score: <i>(sum of Raw Weighted Scores above)</i>	
Total Raw Weighted Score				X RFQ § 5.5. 60 NUMBER <i>(maximum possible score)</i>	
				= SCORE:	

<p>Maximum Possible Raw Weighted Score <i>(i.e., 5 x the sum of item weights above)</i></p>			
<p><i>State Use – Evaluator Identification:</i></p>			
<p><i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i></p>			

Cost Proposal & Evaluation Guide

For Qualified Respondents Only

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

All Respondents are to complete the Cost Proposal below. Negotiations will be conducted with all Qualified Respondents. The following fields in the chart below are to be completed by the Respondent: MSRP, Discount Off MSRP, and Net Price to the State.

NOTICE: The Evaluation Factor associated with each line item of cost 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.

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 entity responding to the provisions of this RFQ and any contract awarded pursuant thereto. If said individual is not responding in an individual capacity or is the President or Chief Executive Officer, this document must attach evidence showing the individual's authority to legally bind the entity responding to this RFQ.

RESPONDENT SIGNATURE:	
PRINTED NAME & TITLE:	
DATE:	

LEGAL ENTITY NAME								
COST ITEM DESCRIPTION	PROPOSED COST				STATE USE ONLY			
		UOM	MSRP (\$0.0000)	DISCOUNT OFF MSRP	NET PRICE TO STATE (0.0000)			
1.Unlimited Device Service Plan for Smartphones							9500	
2.Unlimited Mobile Broadband Data Plan for Tablets/iPads, Modems, and Mifi							8000	
3.Wireless Cellular Device Service Plan for Feature Phones							700	
4.Flat Rate Calling Plan (Per Minute Rate)							100	
5.Device Service Plan for Smartphone Broadband Priority and Preemption – Public Safety (no throttling)							3500	
6.Public Safety Unlimited Mobile Internet for Tablets							1200	
7.Internet Router Plan							1200	
8.Wireless Device Service Plan Add-Push-to-Talk							200	

LEGAL ENTITY NAME								
COST ITEM DESCRIPTION	PROPOSED COST					STATE USE ONLY		
		UOM	MSRP (\$0.0000)	DISCOUNT OFF MSRP	NET PRICE TO STATE (0.0000)			
The Submission of a Cost Proposal above and in the Catalog is a Mandatory requirement and will be negotiated with all qualified respondents. However, there will not be a Score assigned to the Respondents submittd response.								
Lowest evaluation cost amount from all proposals <hr/> Evaluation cost amount being evaluated								
State Use – RFQ Coordinator Signature, Printed Name & Date:								

1. Voice, Data and Voice/Data Service Plans above and in the Catalog are to include what the features of the Plan include, and any exclusions and or restrictions that may apply.
2. The Respondent shall exclude State and Local Sales/Excise Taxes, Surcharges and Fees from the above Cost Proposal and in the Catalog where necessary.
3. The Respondent is required to submit a completed Catalog with their response to the RFQ (Service Plans, Accessories, and Business Solutions). Descriptions of all Service Plans is required and be consistent with 1. And 2. Above.

For the above Wireless Service Plans the following correspond to the same number in the above form.

1. Unlimited Device Service Plan for Smartphones
 Unlimited Nationwide Voice, Unlimited SMS Text Messaging, Picture Messaging, and Unlimited Data: The following shall be included at no additional cost to the State; Unlimited voice usage, Unlimited Data (Data not throttled), SMS Text Messaging, Unlimited Mobile to Mobile Calling, Roaming Charges for Domestic Calls, Monthly Access Fees, charges for Nationwide Long Distance Calls, and Caller ID, Voice Mail, Call Waiting, and Call Forwarding.
2. Unlimited Mobile Broadband Data Plan for Tablets/iPads, Modems, and MiFi Unlimited Data (not throttled)
3. Wireless Device Service Plan for Feature Phones
 Unlimited Nationwide Voice and Unlimited SMS Text Messaging, and Picture Messaging: The following shall be included at no additional cost to the State; unlimited voice usage, SMS Text Messaging, unlimited mobile to mobile calling, roaming for domestic calls, monthly access fees, charges for Nationwide long distance calls, and calling line identification, voice mail, call waiting, and call forwarding.

4. Flat-Rate Calling Plan (per voice minute rate)
5. Public Safety Service Plan for Smartphone with Mobile Broadband Priority and Preemption
Unlimited Voice/Data without throttling, no roaming charges, nationwide calling, Mexico and Canada availability, call waiting, and call forwarding. Also denote the pricing with and without subsidies.
6. Public Safety Unlimited Mobile Internet for Tablets
Unlimited Texting, High Speed Data, No Overages, (Stipulate if Hotspot data included), Mexico inclusion.
7. Internet Router Plans
Describe how you company offers this capability.
8. Wireless Device Service Add-Ons
Hot Spot, 411 Calling, Wearable Device Data, Unlimited Tethering, Push-to Talk (PTT), other Add-Ons. To be listed and priced.

STATEMENT OF CERTIFICATIONS AND ASSURANCES

ATTACHMENT E

An individual responding in his or her individual capacity or legally empowered to contractually bind the Respondent must complete and sign the Statement of Certifications and Assurances below as required, and this signed statement must be included with the response as required by the Request for Qualifications.

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 RFQ.
2. The Respondent will provide all specified goods or services as required by the contract awarded pursuant to this RFQ.
3. The Respondent accepts and agrees to all terms and conditions set out in the contract awarded pursuant to this RFQ.
4. The Respondent acknowledges and agrees that a contract resulting from the RFQ shall incorporate, by reference, all Response responses as a part of the contract.
5. The Respondent will comply, as applicable, 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 best of the undersigned's knowledge, information or belief, the information detailed within the Response to the RFQ is accurate.
7. The Response submitted to the RFQ was independently prepared, without collusion, and 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 the request or any potential resulting contract.
9. The Response submitted in response to the RFQ shall remain valid for at least 120 days subsequent to the date of the Response opening and thereafter in accordance with any contract pursuant to the RFQ.
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 signature below, the signatory certifies legal authority to bind the responding entity to the provisions of this request and any contract awarded pursuant to it. The State may, at its sole discretion and at any time, require evidence documenting the signatory's authority to be personally bound or to legally bind the responding entity.

DO NOT SIGN THIS DOCUMENT IF YOU ARE NOT LEGALLY AUTHORIZED TO DO SO BY THE ENTITY RESPONDING TO THIS RFQ.

SIGNATURE _____ **DATE** _____
PRINTED NAME _____ **TITLE** _____
LEGAL ENTITY NAME _____

ATTACHMENT F

REFERENCE QUESTIONNAIRE

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

The Respondent will be 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 RFQ and which represent:

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

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 at RFQ Attachment F.

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 RFQ Attachment F 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 RFQ Attachment F 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 RFQ Technical Response Deadline with the Subject line of the e-mail as "[Respondent's Name] Reference for RFQ # **32110-00811**".

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.

(Insert Reference Questionnaire on following page)

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:
Richard Kotler - Solicitation Coordinator
Richard.Kotler@tn.gov
-

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

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

NAME:	
TITLE:	
TELEPHONE #	
E-MAIL ADDRESS:	

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

- (4) If the goods or services that the reference subject provided to your company or organization are completed, were the goods or services provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.**
- (5) If the reference subject is still providing goods or services to your company or organization, are these goods or services being provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.**
- (6) How satisfied are you with the reference subject's ability to perform based on your expectations and according to the contractual arrangements?**

REFERENCE SIGNATURE:

(by the individual completing this request for reference information)

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

DATE:

RFQ # 32110-00811 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 RFQ.

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, Cellular Devices, Services, and Business Solutions as further defined in the "SCOPE." State and Contractor may be referred to individually as a "Party" or collectively as the "Parties" to this Contract.

The Contractor is **a/an Individual, For-Profit Corporation, Non-Profit Corporation, Special Purpose Corporation Or Association, Partnership, Joint Venture, Or Limited Liability Company.**

Contractor Place of Incorporation or Organization: **Location**

Contractor Edison Registration ID # **Number**

A. SCOPE

A.1. The Contractor shall provide all goods or services and deliverables as required, described, and detailed below and shall meet all service and delivery timelines as specified by this Contract.

The purpose of this document is to describe the requirements to establish a Restricted Statewide Contract to be used by the State in providing cellular services including Cellular Devices/Equipment, Service Plans, accessories and Business Solutions.

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

- a. **3rd** Generation Partnership Project (3GPP). The term shall refer to the international standards body that covers wireless telecommunications network technologies (<http://www.gpp.org>)
- b. **4G**. The term "4G" shall mean fourth (4th) generation of Cellular Device technology.
- c. **5G**. The term "5G" shall mean fifth (5th) generation of Cellular Device technology.
- d. **Access Point**. The term "Access Point" shall refer to a device, such as a wireless router, that allows wireless devices to connect to a network. Use one definition for devices and one for Service Plans
- e. **Access Point Name ("APN")**. The term "APN" shall refer to the segmentation of a private network. APN is the name for the settings a Cellular Device reads to set up a connection to the gateway between a Carrier's cellular network and the internet.
- f. **Accessories**. The term "Accessories" shall mean any equipment, add-on, or component intended for use with a Cellular Device or Devices.
- g. **Android**. The term "Android" shall refer to cellular Smartphones running on the Android operating system developed by Google.

- h. Apple Business Manager. The term “Apple Business Manager” (also known as ABM) shall refer to a set of Apple’s business solutions including: Device enrollment, mobile device management, Device deployment, and automatic configuration.
- i. Business Solutions. The term “Business Solutions” shall refer to a combination of ideas, services, and products that resolve a specific problem.
- j. Cellular Device. The term “Cellular Device” shall mean a phone or other equipment that connects over wireless services.
- k. Central Procurement Office (“CPO”). The term “CPO” shall refer to the State office established and empowered by Tenn. Code Ann. § 4-56-104.
- l. Connection Rights. The term “Connection Rights” shall refer to the State’s right to connect to the Contractor’s network through APN.
- m. Coverage Area. The term “Coverage Area” shall mean the geographic area in which the Carrier provides service. When located within this area, a Subscriber with a device that is compatible with the Carrier’s network should be able to access wireless services on the Carrier’s network or its partner networks.
- n. Device. The term “Device” shall refer to an object or piece of equipment including but not limited to; Phone, iPads, Hotspot’s, routers, Femtocells, modems, and signal boosters.
- o. Disaster Recovery. Shall mean a set of policies and procedures to enable recovery or continuation of vital technology infrastructure and systems following a natural or human induced disaster.
- p. Electronic Data Interchange (“EDI”). The term “EDI” shall refer to the computer-to-computer exchange of documents in an electronic format between the State and Contractor.
- q. Electronic Serial Number (“ESN”). The term “ESN” shall mean a unique identification number embedded by manufacturers on a microchip in wireless Devices.
- r. Flat Rate. The term “Flat Rate” shall mean a fixed monthly fee or fixed rate on a per minute basis for a Service Plan.
- s. iOS Phones. The term “iOS Phones” shall refer to cellular Smartphones running on the operating system created and developed by Apple Inc.
- t. iPad. The term “iPad” shall refer to a tablet computer, developed by Apple Inc. more generic
- u. International Mobile Equipment Identity (“IMEI”). The term “IMEI” shall mean a fifteen (15) or seventeen (17) digit code that uniquely identifies Cellular Devices’.
- v. Port. The term “Port” shall mean to take a current phone number away from the current Carrier and transport it to another Carrier. This same definition shall apply, regardless of verb tense: e.g., Ported, Porting.
- w. Service Plans. The term “Service Plans” shall mean a bundled subscription offering from a cellular carrier providing some combination of Services.
- x. “STS” shall mean the State’s Strategic Technology Solutions division of the Department of Finance and Administration.

- y. Subscriber Identity Module Card (“SIM Card”). The term “SIM Card” shall mean a portable or electronic memory chip used in Devices.
- z. Subscriber. The term “Subscriber” shall mean a State employee or contractor that a service account has been established with a cellular Device Carrier.
- aa. Wireless Priority Service (“WPS”). The term “WPS” shall refer to the nationwide system in the United States that allows high-priority emergency telephone calls to avoid congestion on Cellular Device networks.

A.3. GENERAL CONTRACTOR REQUIREMENTS

- a. The State shall not be charged any activation or termination fee for any cellular service.
- b. All Cellular Devices shall be compliant with the State’s need to have generational compatibility (typically 3 or 4 generation of devices) and provide a replacement at no cost to the State of all Cellular Devices whose operating system is no longer supported by the manufacturer.
- c. During the Term of the Contract, the Contractor shall provide, at no cost to the State, SIM Cards for all Cellular Devices and other Devices which require one. In those cases where a dual carrier is required each carrier shall provide the required device.
- d. Contractor shall provide, at no cost to the State, wall chargers, and a hard case with the initial purchase for all Cellular Devices.
- e. In the event the State engages the services of a third party to access the accuracy of invoices from the Contractor, the Contractor shall support the transfer of billing information as required to the third party at no cost to the State.
- f. All goods furnished under this Contract must be new, of current manufacturer production, and must have been formally announced by the manufacturer or provider of services as being commercially available as of the date of ordering.
- g. Throughout the Contract Term, the Contractor shall provide to the State Cellular Devices which are compatible with the latest software release and supported by the latest security patches and updates. Contractor may go back up to three (3) product generations as long as the compatibility requirement in Section A.3.2. is maintained. Any Cellular Device that is no longer compatible shall be replaced by the Contractor at no cost to the State.
 - (1) The Contractor will implement a support process for the inclusion of software applications, such as Microsoft Intune prior to shipping devices to customers.
- h. During the Contract Term, the Contractor shall provide one (1) free Cellular Device per Service Year per Subscriber, in the event the Cellular Device becomes inoperable or will not update to the latest operating system.
- i. The Contractor shall allow State Subscribers to upgrade their Cellular Devices once every two (2) years at no cost to the State.
- j. Cloud Hosting Statement:

All applications must be hosted in the state's cloud tenant unless an exception has been issued by STS Security and Risk Management Team.

k. Offshore Resources Statement:

- (1) All State data must remain in the United States, regardless of whether the data is processed, stored, in-transit, or at rest.
- (2) Access to State data shall be limited to US-based (onshore) resources only.
- (3) 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.
- (4) 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.

A.4. DELIVERY AND SETUP

- a. Normal delivery. All Cellular Devices and other Devices ordered shall be delivered to the State and activation shall be completed within a maximum of three (3) business days of receipt of request for service unless an extension has been previously approved by the State.
- b. Emergency Overnight. Contractor shall support emergency overnight delivery, upon request, by the State. All orders placed by the State before 3:00 pm Central Time shall be overnighted by the Contractor at no cost to the State. All orders placed by the State after 3:00 pm Central Time shall be delivered to the State within two (2) business days.
- c. Local Expedited Delivery. Contractor shall maintain an adequate stock of the designated free iPhone models to support same day activation and delivery of Devices within ten (10) miles of the State Capitol, when ordered prior to noon of the requested delivery date. The Contractor is responsible for inside delivery of device to the designated locations.
- d. All Cellular Devices shall contain a customer setup sheet in the product's box on a single sheet of paper. The customer setup sheet shall contain:
 - (1) Contractor's device activation phone number
 - (2) Contractor's customer support phone number
 - (3) Contractor's setup instructions for provisioning

The State reserves the right to modify the requirements for the customer setup sheet as needed.

- e. The Contractor shall allow the State to temporarily, and permanently block, the following inbound and or outbound services on Cellular Devices and other Devices:
 - (1) Nationwide voice calls
 - (2) International voice calls

- (2) Text messages
- (3) Roaming
- (4) Picture message

f. All Cellular Device phones provided under this Contract shall include the following capabilities or be capable of having:

- (1) Voicemail
- (2) Caller ID
- (3) Call forwarding
- (4) Conference calling
- (5) SMS/MMS
- (6) Call waiting

g. The Contractor shall be a participating Apple authorized reseller or Carrier and support the automatic enrollment of Cellular Devices and other applicable Devices through the Apple Business Manager program. Contractor facilitate the management (such as input into ABM) of Apple, Inc product purchased by Agencies where these purchased devices would only require WiFi service without a cellular service plan.

h. The Contractor shall be required to utilize an ITSM platform of the State's choosing. The ITSM platform will play a critical role as the key communication link between the State and the Contractor. This platform shall be used by the State to send trouble tickets and procurement tickets to the Contractor.

The total length of time required to resolve an ITSM ticket shall be tracked in the State's ITSM platform. The State shall use this information to determine whether tickets are being completed within a timely manner.

The Contractor shall complete all State ITSM ticket requests at no additional charge to the State. There shall be no limit to the number of tickets that the State may initiate for these tasks during the Contract Term.

The Contractor shall be responsible for the procurement and cost associated with all ITSM licenses needed for Contractor employees

The State reserves the right to change the ITSM platform at any time during the Contract Term, and the State will disclose to the Contractor if and when these changes will occur. In the event the State changes the ITSM platform, the State shall require the Contractor to use the new ticket tracking system, at no cost to the State.

A.5. CUSTOMER PORTALS, GATEWAYS, AND WEB LINKS

a. Contractor shall have a system capable of providing reporting by the 10th of the month and include, but not limited to: the number of deliveries, the number of expedited deliveries, the number of emergency deliveries, the number of overnight deliveries, number of deliveries to

a location and any other pertinent information regarding delivery performance. If non-performance is due to inability to process received bulk orders or other ordering issue provide explanations. Financial /Invoice information, disposal certifications, network status reporting and Catalog information.

- b. The State will conduct audits of the performance data accessed or received from the Contractor every six months for the purpose of validating the output data/ reports received from the Customer Portals, Gateways or Web Links. The Contractor shall support these audits at no cost to the State.

A.6. CONTRACTOR'S SUPPORT REQUIREMENTS

- a. Contractor shall provide product information and technical assistance, as requested by the State, to ensure the following:
 - (1) Operation
 - (2) Troubleshooting SOW
 - (3) Problem resolution
 - (4) Administrative remote technical support - this support shall provide assistance to the State's personnel in dealing with administrative software issues or trouble shooting for all Devices and services.
- b. Contractor shall provide a dedicated account team during normal State business hours to support at a minimum:
 - (1) Provisioning
 - (2) Shipping
 - (3) Billing Issues
 - (4) Contract Management

Contractor shall provide to the State primary and secondary names and contact information. In the event a named individual is no longer assigned to the account team, the Contractor shall notify the State of the replacements name and contact information.

- c. Contractor must, upon the Effective Date of the Contract provide a local Nashville, Tennessee telephone number or toll-free telephone number for reporting critical outages after normal business hours. Criticality levels are outlined in section **A.10**.
- d. Contract support shall be provided to the State 24x7x365, twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days per year, including weekends and holidays. Contractor shall provide to the State telephone technical support services such as troubleshooting hardware and/or service problems with individuals authorized by State personnel designated as authorized. The Contractor shall provide the names, and contact information for support personal required in section A.4. In addition, the Contractor shall also provide the names and contact information that can be contacted when the primary individual is not available.

A.7. REPLACEMENT EQUIPMENT

- a. The Contractor shall ship replacement Cellular Devices, meeting or exceeding the specifications of the Device being replaced
 - (1) Delivery. The Contractor shall ship replacement Cellular Devices, within one (1)

business day after receiving the request from the State

A.8. DISPOSAL AND REUSE OF DEVICES

a. Destruction

- (1) At no additional cost to the State, the Contractor must securely dispose of Cellular Devices and other Devices. This applies when:
 - i. Cellular Devices or other Devices become obsolete;
 - ii. Cellular Devices or other Devices are returned to the Contractor for replacement;
or
 - iii. Cellular Devices or other Devices are no longer needed by the State, including any pre-existing Cellular Devices that are on hand at the start of the Contract and no longer needed by the State.
- (2) Contractor shall respond to requests, from STS, for pick-up of Devices by sending prepaid shipping materials to the address(s) specified by STS within three (3) business days. Contractor will be notified, by the State, as to the schedule and place(s) for the pick-up once the prepaid shipping materials have been received.
- (3) Contractor shall ensure all Devices are purged using the most current NIST800.88 standards for data wiping prior to disposal. The State reserves the right to audit the certificates and supporting documentation.
- (4) Contractor shall provide to STS a Certificate(s) of Destruction within thirty (30) Calendar days of receipt of the device. At the end of each month Certificate(s) identifying each device that was destroyed during the month shall be sent to STS. Failure to account for the devices destroyed (Certificate) or still in the Contractors inventory, beyond the 30 day destruction period of such product, shall result in the Contractor being assessed Service Credits in accordance with Attachment 4 - Service Credits. The Certificate shall identify the Cellular Devices by EIN or Phone Number and for other Devices by Model/Serial Number.

b. Reuse

- (1) The State may choose to implement a program to reuse and or partner with the Carrier to sell surplus devices. The Contractor shall work with the State to develop the parameters for Implementing the program. Determining which devices are to be destroyed or resold/reused, determination of value of devices to be reused or sold and determining method of crediting the State for a portion of the device value. All devices shall have all data wiped in accordance with the most current NIST 800.88 Standard prior to any resale or reuse.

A.9. SOFTWARE

- a. For devices sold by the Contractor to the State, the Contractor shall maintain the compatibility and adherence to functional requirements and specifications of all software as offered by the manufacturer as the most current version. In addition, all software offered

must migrate over time to later, more current manufacturer versions and upgrades. Throughout the Contract Term, the Contractor shall ensure that software upgrades and patches purchased under these specifications shall adhere to this requirement. If the Contractor cannot meet this requirement, they shall at no cost to the State provide replacement Cellular Devices and other Devices.

- b. Technology additions and insertion of software within the original scope of the Contract shall be subject to acceptance by the State. All software (including operating systems) provided on Devices shall be the standard, commercially available software provided by the manufacturer, with no substitutions or additional software (including plugins or enhancements) installed by the Contractor without the prior approval of the State.
- c. Where applicable, the Contractor shall offer to the State desktop synchronization software. This is software installed by the user for synchronization of personal information management data between the user's computer and the Cellular Device and/or other Device.
- d. Required MDM applications are to be pre-loaded on the device prior to shipment. Additionally, the Contractor may be required to pre-load other applications such as Microsoft Intune.

A.10. OUTAGES

- a. The Contractor will provide the State's named contacts with a minimum two-week advanced notification when practicable of planned network outage or maintenance. The advanced notification must include the geographical area affected, the expected impact to normal service operations, and the expected start and end time of the maintenance, including the time when network services are expected to be returned to normal service operational thresholds.
- b. Contractor will provide the State's named contacts with notification of an unplanned network event (in accordance with the Contractor's Disaster Recovery Plan) within one (1) hour of the Contractor's confirmation that there is an unplanned disruption of normal service operations and an estimated time to restoration of normal service operational thresholds. The Contractor will provide updates to the State's named contacts every half hour until service is restored.

A.11. ACCOUNTING NUMBERS

- a. All Porting of numbers, new lines, service add-ons, changes to service plans, or terminations of services for all Cellular Devices shall be approved by STS.

The Contractor shall provide a toll-free telephone number and a method to identify State authorized personnel serial identification number, ESN, or SIM changes. These changes shall only be made by authorized State personnel. The Contractor shall provide a toll-free telephone number and password to authorized State personnel.

- b. Only securely identified State authorized personnel shall be able to make any changes on any active telephone numbers serviced by the Contractor. Only voicemail changes such as password reset shall be performed by the user calling customer service.

ESN or Subscriber information module changes requested shall be authorized by the State

or certain other persons designated as authorized. Passwords must be assigned to these designated personnel with authorization from those listed above. Username and password authentication shall be required for any changes made on any active telephone numbers serviced by the Contractor. These changes shall be performed using secure web portals provided by the Contractor.

A.12. WIRELESS PRIORITY SERVICE (WPS)

- a. The Contractor shall support WPS. The State will notify the Contractor when WPS is required. Eligibility for WPS is determined by the Department of Homeland Security's Office of Emergency Communications (OEC). To take advantage of WPS on the Contractor's network, authorized National Security and Emergency Preparedness (NS/EP) users must first apply to the OEC to receive this service. Once OEC confirms eligibility, the OEC will then notify Contractor that the official has been approved for WPS and that the service can be added to the user's account.
- b. The Contractor shall support WPS for Cellular Device calling. During the Contract Term, the State has the right to require the Contractor to cover WPS Data.
- c. The State shall not pay monthly service charges, activation fees, or per minute's usage charges for WPS.

A.13. BUSINESS SOLUTIONS

- a. The State may request for the Contractor to provide Business Solutions for cellular services. These Business Solutions may include, but not be limited to, the following:
 - (1) Tracking
 - (2) Asset Management
 - (3) Applications
 - (4) Professional Services Automation
 - (5) Fleet Management
 - (6) Remote Monitoring Analytics
 - (7) Access Point
- b. Each Business Solution shall provide the following information:
 - (1) Product name
 - (2) Executive summary of the product capabilities
 - (3) Specific applications
 - (4) Any potential impacts on costs and benefits
 - (5) Partners and or subcontractors that would be involved in the implementation, operation and servicing of the product offering: NOTE: Responsibility and liabilities for the performance/use of the product of a Partner or Subcontractor for Business Solutions shall rest with the Contractor.

A.14. CATALOG AND CATALOG MANAGEMENT

- a. The Contractor shall provide a Catalog Excel format for all Cellular Service Plans for Voice/Data (including Public Safety). Add-on features such as E911, PTT, National and international calling/data plans, and Radio and Satellite Services should be included. Service Plans that are currently in use by the State shall remain active for the duration of the Contract unless the State informs the Contractor that the service is no longer required. Equipment to be included are, but not limited to, phones, accessories, Hotspots, ipads, Tablets, routers, sensors, signal boosters, and Business Solutions-See A.13. above.
- b. Pricing: the Catalog shall contain all retail pricing, discounts to the State, net pricing, add-on pricing (such as PTT). Pricing for Cellular Voice and or Data Plans shall be fixed for the Term of the Contract including options. Equipment and Accessories Pricing may be adjusted quarterly.
- c. The Catalog (ATTACHMENT 3) may be updated, as required, and approved by CPO, to remain technologically current pursuant to Section E.5, Additional lines, items, or options (below).
- d. The Contractor's Catalog will exclude all State and Local Sales/Excise Taxes, Surcharges and Fees. Appropriate Taxes, Fees and Surcharges will be submitted as separate lines in the invoice.

A.15. ACCESS POINT NAME

- a. The Contractor shall ensure Cellular Devices establish a wireless data connection to the Contractor's Cellular Data network as a member of a specific APN.

The Contractor shall provide options for two (2) APNs, both Private and Public connections, at no additional cost to the State:

(1) Public APN service will provide an APN that is limited to public Internet access only.

(2) Private APN service will provide a Private APN distinct from the Public APN.

(i) Private APN customer traffic will be isolated from all other customer traffic.

(ii) Private APN customers will be assigned private addresses within the State's private address space (i.e. 10.x.x.x); the scope and range of IP pools to be designate by the State

(iii) Private APN customers will have secured encrypted tunnel(s) terminating into the States Data Center(s).

- b. The Contractor shall allow the State Connection Rights for use with Host Applications. The State shall develop, procure, and/or implement any Host Application at its own expense.

A.16. 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.17. **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 **November 1, 2024** ("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 **DOLLAR AMOUNT (\$NUMBER)** ("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 order is issued to Contractor by the State or as otherwise specified by this Contract.

- C.2. Price Changes. Prices listed in awarded published catalog, price lists or price schedule shall remain firm for the **periods stated in Section A.14 Catalog ("Firm Price Periods")**.
- a. Price Decreases. After the Firm Price Period, prices shall be equitably adjusted to reflect a decrease in Contractor's costs.
 - b. Price Increases. After the Firm Price Period, Contractor may request price increases. The request shall: include copies of the new price lists or catalog that reflect a change in the Contractor's cost; not constitute an increase in profit; and apply to all of the Contractor's customers.
 - c. Approval of Price Changes. The State may at its sole option: (1) grant the Contractor's request; (2) cancel the Contract and award it to the next apparent best evaluated Respondent; (3) cancel the Contract and reissue the solicitation; or (4) deny the Contractor's request. If approved, any price changes of less than seven percent (7%) will become effective upon the State's approval in writing. Price changes exceeding seven percent (7%) shall require a Contract amendment. The Contractor shall honor all purchase orders dated prior to the approved price change. Upon request from the State, the Contractor shall furnish the approved catalog, price schedule or price list as applicable to the State at no charge.
- C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates for goods or services contained in Contract Attachment 3 and as authorized by the State in a total amount as set forth in Section C.1. The Contractor's compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.
- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel time, travel expenses, meals, or lodging.
- C.5. Invoice Requirements. The Contractor(s) 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. 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.
- a. The Contractor shall comply with the following invoicing requirements:
 1. All billing shall be sent to the State electronically through a secure connection to be agreed upon.
 2. Invoice must be received by the last day of the month for the previous billing cycle. Failure to comply with this requirement may result in the Contractor being assessed Service Credits as stated in Attachment 4.
 3. The billing cycle shall be as close to the invoice date as possible.
 4. Upon satisfactory completion of a ninety (90) calendar day billing acceptance period, the State's billing services team shall issue written notification of billing acceptance. If the Contractor fails to gain billing services acceptance within ninety (90) calendar days from contract award effective date, the State may terminate the contract without

penalty.

5. The Contractor shall work with the State on processing the billing file through the State's billing system. If within 90 days a satisfactory resolution to processing the file cannot be reached, the State may cancel the contract without penalty.
6. The Contractor shall provide a single point of contact for all billing issues/inquiries including the name, toll-free telephone number, and email address. The Contractor shall notify the State's billing services team when changes in personnel occur.
7. The Contractor shall establish and document a billing escalation process to resolve any billing issues including discrepancies, errors, omissions, or unrecognized charges.
8. The Contractor shall utilize an ITSM platform of the State's choosing for ordering, order fulfillments, and tracking.
9. The Contractor shall provide the State's billing services team with billed and unbilled call record details within seventy-two (72) calendar hours of the requests. Access to the Contractor's portal with call record detail that can be generated by the State is an acceptable substitute
10. A standard Contractor invoice file format shall be provided to the State's billing services team, in writing, within thirty (30) days upon award of contract. The State has the right to request modifications to the format if needed. Data elements should include but not be limited to the following:

- Billing date
- Account Number
- Invoice Number
- Wireless Number
- Wireless Customer Name
- Usage Charge
- Allowable Taxes
- Allowable Surcharges
- Minutes Used

11. The Contractor shall ensure all charges are billed to the number that incurred the charges.

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.

d. The Contractor shall comply with the following invoicing dispute requirements:

1. If the Contractor is unable to submit accurate invoice information, the State may refuse payment of the Contractor's invoice or may delay payments without

- penalty.
 2. The State shall provide the Contractor with a file listing of any disputed charges by the end of the month in which the invoice was received. The State shall identify each disputed charge and provide a reason that it has been disputed. The State waives the right to dispute any charge not documented within this time period.
 3. The portion of charges in dispute may be withheld and will not be considered due until the Contractor completes its investigation of the dispute e.g. numbers not associated with the State, taxes. .
 4. Corrections for disputed charges shall be submitted as new invoices but must retain the original invoice date per record of when the error occurred and be submitted no later than 2 (2) billing cycles from the initial charge.
 5. The Contractor cannot submit new charges to the State that are outside of the State's fiscal year which runs July 1 to June 30. Corrections to disputed charges are addressed in Section C.5.d.4. above.
- 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. At the State's option, it may make payments to Contractor by automated clearing house ("ACH") or the State Purchasing Card ("P-Card").
- a. The Contractor shall complete, sign, and present to the State:
 - (1) An "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
 - (2) An "Authorization to Receive Payments by Purchasing Card Form" provided by the State. By doing so, the Contractor agrees that payments to the Contractor under this Contract may be made using the State P-Card and Contractor will provide level III data reporting information.
 - 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:

Richard Kotler Category Specialist
Department of General Services, Central Procurement Office
3rd Floor, WRS Tennessee Tower
312 Rosa L. Parks Ave.
Nashville, Tennessee 37243
Email Address: Richard.Kotler@tn.gov
Telephone Number: 615-253-4723

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 1, 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 Total Spend or FIVE MILLION (5,000,000.00) DOLLARS whichever is greater, 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 Attachment 1- Attestation; Attachment 2 – Sample Diversity Commitment Letter; Attachment 3 – Catalog of Product and Pricing; and Attachment 4 – Service Credits

- c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
- d. the State solicitation, as may be amended, requesting responses in competition for this Contract;
- e. any technical specifications provided to proposers during the procurement process to award this Contract; and
- f. the Contractor's response seeking this Contract.

D.31. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Contract. The Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

D.32. Insurance. Contractor shall maintain insurance coverage as specified in this Section. The State reserves the right to amend or require additional insurance coverage, coverage amounts, and endorsements required under this Contract. Contractor's failure to maintain or submit evidence of insurance coverage, as required, is a material breach of this Contract. If Contractor loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term, Contractor shall immediately notify the State. All insurance companies providing coverage must be: (a) acceptable to the State; (b) authorized by the Tennessee Department of Commerce and Insurance ("TDCI"); and (c) rated A- / VII or better by A.M. Best. All coverage must be on a primary basis and noncontributory with any other insurance or self-insurance carried by the State. Contractor agrees to name the State as an additional insured on any insurance policy with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) insurance. All policies must contain an endorsement for a waiver of subrogation in favor of the State. Any deductible or self-insured retention ("SIR") over fifty thousand dollars (\$50,000) must be approved by the State. The deductible or SIR and any premiums are the Contractor's sole responsibility. The Contractor agrees that the insurance requirements specified in this Section do not reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements.

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

Contractor shall provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified in this Section. The COI must be on a form approved by the TDCI (standard ACORD form preferred). The COI must list each insurer's National Association of Insurance

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

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

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

a. Commercial General Liability (“CGL”) Insurance

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

b. Workers' Compensation and Employer Liability Insurance

- 1) For Contractors statutorily required to carry workers' compensation and employer liability insurance, the Contractor shall maintain:

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 **RFQ 32110-00811** (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. 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.4. 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.5. 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.6. 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.7. Software License Warranty. Contractor grants a license to the State to use all software provided under this Contract in the course of the State's business and purposes.
- E.8. Software Support and Maintenance Warranty. Contractor shall provide to the State all software upgrades, modifications, bug fixes, or other improvements in its software that it makes generally available to its customers.
- E.9. 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.10. Contractor Hosted Services Confidential Data, Audit, and Other Requirements
 - a. "Confidential State Data" is defined as data deemed confidential by State or Federal statute or regulation. The Contractor shall protect Confidential State Data as follows:
 - (1) The Contractor shall ensure that all Confidential State Data is housed in the continental United States, inclusive of backup data.
 - (2) The Contractor shall encrypt Confidential State Data at rest and in transit using the current version of Federal Information Processing Standard ("FIPS") 140-2 or 140-3 (current applicable version) validated encryption technologies. The

State shall control all access to encryption keys. The Contractor shall provide installation and maintenance support at no cost to the State.

- (3) The Contractor and the Contractor's processing environment containing Confidential State Data shall either (1) be in accordance with at least one of the following security standards: (i) International Standards Organization ("ISO") 27001; (ii) Federal Risk and Authorization Management Program ("FedRAMP"); or (2) be subject to an annual engagement by a CPA firm in accordance with the standards of the American Institute of Certified Public Accountants ("AICPA") for a System and Organization Controls for service organizations ("SOC") Type II audit. The State shall approve the SOC audit control objectives. The Contractor shall provide proof of current ISO certification or FedRAMP authorization for the Contractor and Subcontractor(s) or provide the State with the Contractor's and Subcontractor's annual SOC Type II audit report within 30 days from when the CPA firm provides the audit report to the Contractor or Subcontractor. The Contractor shall submit corrective action plans to the State for any issues included in the audit report within 30 days after the CPA firm provides the audit report to the Contractor or Subcontractor.

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

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

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

copies such as backups) in accordance with the current version of National Institute of Standards and Technology (“NIST”) Special Publication 800-88. The Contractor shall provide a written confirmation of destruction to the State within ten (10) business days after destruction.

b. Minimum Requirements

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

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

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

c. Comptroller Audit Requirements

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

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

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

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

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

- d. Business Continuity Requirements. The Contractor shall maintain set(s) of documents, instructions, and procedures which enable the Contractor to respond to accidents, disasters, emergencies, or threats without any stoppage or hindrance in its key operations (“Business Continuity Requirements”). Business Continuity Requirements shall include:
- (1) “Disaster Recovery Capabilities” refer to the actions the Contractor takes to meet the Recovery Point and Recovery Time Objectives defined below. Disaster Recovery Capabilities shall meet the following objectives:
 - i. Recovery Point Objective (“RPO”). The RPO is defined as the maximum targeted period in which data might be lost from an IT service due to a major incident: [NUMBER OF HOURS/MINUTES]
 - ii. Recovery Time Objective (“RTO”). The RTO is defined as the targeted duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a break in business continuity: [NUMBER OF HOURS/MINUTES]
 - (2) The Contractor and the Subcontractor(s) shall perform at least one Disaster Recovery Test every three hundred sixty-five (365) days. A “Disaster Recovery Test” shall mean the process of verifying the success of the restoration procedures that are executed after a critical IT failure or disruption occurs. The Disaster Recovery Test shall use actual State Data Sets that mirror production data, and success shall be defined as the Contractor verifying that the Contractor can meet the State’s RPO and RTO requirements. A “Data Set” is defined as a collection of related sets of information that is composed of separate elements but can be manipulated as a unit by a computer. The Contractor shall provide written confirmation to the State after each Disaster Recovery Test that its Disaster Recovery Capabilities meet the RPO and RTO requirements.
- E.11. Personally Identifiable Information. While performing its obligations under this Contract, Contractor may have access to Personally Identifiable Information held by the State (“PII”). For the purposes of this Contract, “PII” includes “Nonpublic Personal Information” as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time

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

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

- E.12. 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.13. 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.14. 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.15. Administrative Fee The Contractor shall pay the State an Administrative Fee of one (1) percent (1.0% or 0.01) in accordance with the Terms and Conditions of the Contract no later than thirty (30) days following the end of each calendar quarter. The State's Administrative Fee shall be submitted quarterly and is based on sales of products and services (less any charges for taxes or shipping).

<u>Period End</u>	<u>Admin Fee</u>
<u>Due</u> March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

The administrative fee shall be submitted to the following address:
 Director of Financial Management
 Department of General Services
 W.R. Snodgrass TN. Tower 24th
 Floor 312 Rosa L. Parks Avenue
 Nashville, TN 37243

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

STATE AGENCY NAME:

NAME & TITLE

DATE

ATTACHMENT 1

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

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

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

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

CONTRACTOR SIGNATURE

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

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION

ATTACHMENT 2

(Fill out only by selected Contractor)

SAMPLE 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)

CATALOG

Format of Catalog

The Catalog shall be an Excel Spreadsheet utilizing three (3) Tabs

Tab 1: this tab shall contain the listing of all the service plans the respondent makes available to other States, whether Standard offering or custom. Offered Plans will be given a name (i.e, Unlimited Voice/Data Plan), description of the Plan including the service, i.e. Unlimited Voice/Data, any restrictions and or limitations and cost showing (at a minimum) the List Price, The Discount, and The Net Price to the State (without Taxes and Surcharges). In addition, the list is to contain such add-ons as International Calling/Data Plans (including the definition of International and Domestic), Push-to-Talk, etc.

Tab 2: This Tab shall contain a listing of equipment offerings such as Phones, Hotspots, Cellular Routers, Extenders, etc.

Tab 3: This Tab shall contain the listing of the Business Solutions Offerings (refer to A.11 of the Scope), and costs (depending on the specific solution pricing may have to be negotiated at the time a solution is considered for implementation), and any required licenses. The Contracted Party is responsible for the performance for Third Party Business Solutions providers. Orders would be placed on the Contractor and payments would be made to the Contractor.

The Contractor is responsible for paying the Third Party.

ATTACHMENT 4

SERVICE CREDITS

SERVICE LEVEL	CREDITS	CONVERSION TO DOLLARS (ONE CREDIT EQUALS \$1.00)
1, Disposal Certificate(s)		
Not Received within 10 business days after month end	1000	\$1,000.00
Not received after 60 days after original due date	500	\$500.00
Continued 30 day periods without receipt	500	\$500.00
2. Invoice Received		
Not received as required by C.5 a.2. "Last Day of Month"	5000	\$5,000.00
Each day not received after Last day of Month requirement	500	\$ 500.00
3. OUTAGE NOTIFICATIONS		
Notification Failure	100	\$100.00

- A. If the Contractor misses providing a Disposal Certificate containing multiple Devices, the Contractor will be assessed for missing one Certificate.
- B. Applies to both A.10.a and A.10.b.

C. State of Tennessee F&A Billing Services shall invoice the Contractor for the Service Credit amount accrued each month if applicable.