



**STATE OF TENNESSEE**  
Tennessee Department of Correction

**REQUEST FOR PROPOSALS  
FOR  
Implementing and Maintaining an Offender Management  
System for the Tennessee Department of Correction**

**RFP # 32901-31243-23**

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## 1. INTRODUCTION

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The State of Tennessee, Department of Correction (TDOC), hereinafter referred to as “the State,” issues this Request for Proposals (RFP) for the implementation and maintenance of a new, integrated Offender Management System (OMS) hereinafter referred to as “the Solution.”

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

### 1.1. Statement of Procurement Purpose

The Tennessee Department of Correction (TDOC) is an Executive Branch Agency within the Tennessee State government responsible for the oversight of more than 100,000 individuals in Tennessee's 14 prisons and 17 Community Supervision districts.

The Department currently uses a legacy system implemented in 1992 to manage the operations of TDOC. This legacy system, the Tennessee Offender Management Information System (TOMIS), supports functions across the Department, including the following: case management, sentencing & time accounting, housing and bed management, security, and community supervision of offenders, specifically Parole, Probation and Community Corrections. Community Corrections is a court-imposed form of probation. If an offender is assigned to Community Corrections, their prison sentence has been suspended, and community-based supervision is provided by agencies who contract with the State. Offenders under the supervision of Community Corrections, unlike regular probation, receive credit towards the expiration of the suspended sentence, for time served in the program. The system also provides cumulative and individual data for management's use in reporting, strategic planning, evaluation, and special analyses.

Over the years, the Department has responded to evolving functional needs by creating separate applications (known as “Distributed Apps”) that integrate and enhance the daily operations of TOMIS. These apps have extended the “shelf-life” of the system; however, the Department now needs a more user-friendly, secure, cloud-hosted application with advanced features and capabilities. The Contractors Solution will consume approximately twenty (20) distributed applications. In addition, the Department envisions the need to establish forty (40) interfaces and extracts. For the Contractors Solution, the TDOC plans to sunset all twenty (20) of the distributed applications and make those features available through the Solution. TDOC plans to maintain forty (40) of the distributed applications and will require interfaces from the Solution to the distributed applications. There are 31 functional modules that will need to be incorporated. Additionally, the Department estimates the number of user licenses to the Solution to be 5,500 with an estimated annual growth rate of five percent (5%) over the length of the contract.

The Department seeks to modernize its current operations through the procurement and implementation of a new, integrated, and comprehensive Offender Management System (OMS). In addition, it is the preference of the TDOC to acquire a cloud-based, “Commercial Off-The-Shelf” (COTS) system that can be operated as a “Software as a Service” (SaaS)-based model by the Contractor. The Department will procure and implement a the Solution through one contract resulting from this RFP. TDOC desires one Contractor to deliver the Solution, services, and any goods necessary for the Agency to meet the goals of this Project.

The Tennessee Department of Correction (TDOC)'s mission is to operate safe and secure prisons to enhance public safety in Tennessee through incarceration and rehabilitation of felony offenders. The mission was expanded in 2012 to include providing effective community supervision (i.e., parole, probation, and Community Corrections) of adult offenders. The State Technology Services (STS) team works with the TDOC to provide technology support to meet this mission.

The population managed by TDOC is provided in **Table 1** below.

Type of Offender	Estimated Average Population as of FY23
Incarcerated Offenders	20,000
Individuals on Community Supervision	63,000

**Table 1. TDOC Population Statistics**

Tennessee has fourteen (14) prisons and seventeen (17) Community Supervision districts. The TDOC operates ten prisons and contracts with a private prison management company for the operation of four prisons. Additionally, in some cases, TDOC offenders are housed in county jail facilities. The Community Supervision unit consists of forty-five (45) probation/parole offices in seventeen (17) districts and employs about 6,500 individuals.

The current Tennessee Offender Management Information System (TOMIS), is a mainframe system that uses a combination of COBOL in addition to a DB2 database. A rules engine, called Aion, is also used to calculate sentence dates for the offenders under the care of the TDOC. Aion is an application-building tool that supports several business rule types for inferencing including decision tables, IF/THEN rules, rules that operate over sets of business objects, and trigger rules to meet business needs. The tool can determine which rules to use, when. Rules for an Aion application may be compiled into the application or, in the case of decision table rules, may be loaded dynamically at runtime.

The distributed applications described above are integrated with the TOMIS system to extract and download data required for daily operations. In addition, users at facilities have various Excel and Access databases they are currently using to meet their operational needs. The TDOC users also download data from the DB2 database to a Reporting Server that is used for reporting purposes. These various solutions have resulted in data being stored in multiple silos making it difficult to perform detailed analysis and meet the expectations of the users as well as the public for immediate real-time information access.

To meet these challenges, TDOC has decided to embark on the acquisition of an integrated, comprehensive Offender Management System (OMS) that will seamlessly integrate and support all facets of TDOC's operations. It must be an enterprise system capable of sharing data across all functional areas; provide data input and case management tools for institutional and community supervision of offenders, specifically Parole, Probation and Community Corrections; support operations functions; and provide cumulative and individual data for management use in reporting, strategic planning, and evaluation. In addition, it is the preference of the TDOC to acquire a Cloud-based, "Commercial-Off-The-Shelf" (COTS) system that can be operated as a "Software as a Service" (SaaS)-based model by the Contractor.

Primary objectives of the new integrated OMS are:

- Improve prison business processes and oversight by ensuring best practice record-keeping and performance management practices and the development of automation
- Ensure adherence to policies and procedures; ensure that housing, program, health, and judicial data are consistently captured
- Facilitate reporting and analysis, much of which is state or federally mandated and frequently changes to include enhancing the existing reporting server
- Provide more reliable, accessible, and actionable data to users
- Provide improved and more tightly integrated interfaces to and from police, courts, and sheriffs and county jails office for offender movement, incarceration, release, and court hearings as well as with state-wide and national judicial entities
- Allow for tracking and analysis of parole, probation, recidivism, and other crucial information along with other State and County agencies; ensure improved integration with the TDOC's new Electronic Health Records application
- Use national standards to exchange data between justice partners and other federal, state, and local agencies

The OMS will allow the TDOC to take advantage of current, emerging, and future technologies, with regular updates to both software and hardware capabilities. Additionally, the OMS must accommodate interfaces with state systems that support organizational operations. TDOC anticipates an on-going relationship with the Contractor for support and upgrade but will need to develop and retain the ability to maintain the system in-house, should business or economic conditions require it.

Full requirements for the OMS are outlined in **Pro Forma Contract Attachment Five - OMS Requirements Matrix (Excel)** and **RFP Attachment 6.7 - OMS Requirements Matrix (Excel)**.

1.1.1. TDOC expects the implementation of a system of this size to cost from \$20M to \$35M and be implemented in phases until it is “fully functional” by June 30, 2026 (or a date mutually agreed upon by the State and Contractor) and “complete” by November 30, 2026 (or a date mutually agreed upon by the State and Contractor). Maintenance and Support will follow for the next five (5) years.

“Fully functional” is defined as completion and invoicing of all core requirements in **Pro Forma Contract Attachment Five: OMS Requirements Matrix (Excel)** and **RFP Attachment 6.7 - OMS Requirements Matrix (Excel)**.

“Complete” is defined as completion and invoicing of all non-core requirements in **Pro Forma Contract Attachment Five: OMS Requirements Matrix (Excel)** and **RFP Attachment 6.7 - OMS Requirements Matrix (Excel)**.

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

The **RFP Attachment 6.7.**, **Pro Forma** Contract details the State’s requirements:

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

The Pro Forma contract substantially represents the contract document that the successful Respondent must sign.

## 1.3. **Nondiscrimination**

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

## 1.4. **RFP Communications**

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

**RFP # 32901-31243-23**

1.4.2. **Unauthorized contact about this RFP with employees or officials of the State of Tennessee, except as detailed in paragraphs 1.4.2.1. and 1.4.2.2., may result in disqualification from consideration under this procurement process.**

1.4.2.1. Prospective Respondents must direct communications concerning this RFP to the following person designated as the Solicitation Coordinator:

Erik Busby, Sourcing Account Specialist  
Central Procurement Office  
Tennessee Tower, 3<sup>rd</sup> Floor  
312 Rosa L. Parks Ave., Nashville, TN 37243  
p. 615-253-8900  
Erik.Busby@tn.gov

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

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

Vashti McKinney, Title VI Coordinator  
Rachel Jackson Building, 6<sup>th</sup> Floor  
320 6th Ave N, Nashville, TN 37219  
p. 615-253-8237  
vashti.mckinney@tn.gov

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

<https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/supplier-information/request-for-proposals--rfp--opportunities1.html>.

1.4.8. The State reserves the right to determine, at its sole discretion, the appropriateness and adequacy of responses to written comments, questions, and requests related to this RFP. The State's official, written responses will constitute an amendment of this RFP.

1.4.9. Any data or factual information provided by the State (in this RFP, an RFP amendment, or any other communication relating to this RFP) is for informational purposes only. The State will make reasonable efforts to ensure the accuracy of such data or information, however it is the Respondent's obligation to independently verify any data or information provided by the State. The State expressly disclaims the accuracy or adequacy of any information or data that it provides to prospective Respondents.

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

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

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

1.6.1. Each prospective Respondent must carefully review this RFP, including but not limited to, attachments, the **RFP Attachment 6.6. - Pro Forma Contract**, and any amendments, for questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively called "questions and comments").

1.6.2. Any prospective Respondent having questions and comments concerning this RFP must provide them in writing to the State no later than the Written Questions & Comments Deadline detailed in the **RFP Section 2 - Schedule of Events**.

1.6.3. Protests based on any objection to the RFP shall be considered waived and invalid if the objection has not been brought to the attention of the State, in writing, by the Written Questions & Comments Deadline.

1.7. **Pre-Response Conference**

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

The conference will be held at:

## Microsoft Teams meeting

**Join on your computer, mobile app or room device**

[Click here to join the meeting](#)

Meeting ID: 214 232 730 544

Passcode: scWAHq

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

**Join with a video conferencing device**

stateoftn@m.webex.com

Video Conference ID: 113 892 475 5

[Alternate VTC instructions](#)

**Or call in (audio only)**

[+1 629-209-4396](tel:+16292094396), [960153446#](tel:+16292094396) United States, Nashville

Phone Conference ID: 960 153 446#

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

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

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

**1.8. Notice of Intent to Respond**

Before the Notice of Intent to Respond Deadline detailed in the **RFP Section 2 - Schedule of Events**, prospective Respondents shall 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 shall include the following information:

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

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

**1.9. Response Deadline**

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

**1.10. Performance Bond**

The State shall require a performance bond upon approval of a contract pursuant to this RFP. The amount of the performance bond shall be a sum equal to 100% of the maximum liability of the awarded contract, and said amount shall not be reduced at any time during the period of the contract.

The successful Respondent must obtain the required performance bond in form and substance acceptable to the State (refer to **RFP Attachment 6.6., Pro Forma Contract Attachment Four - Performance Bond Template**) and provide it to the State no later than the performance bond deadline detailed in the **RFP Section 2 - Schedule of Events**.

After contract award, the successful Respondent must meet this performance bond requirement by providing the State either:



- a. a performance bond that covers the entire Contract period including all options to extend the Contract, or
- b. a performance bond for the first, twelve (12) calendar months of the Contract in the amount detailed above, and, thereafter, a new or re-issued performance bond in the amount detailed above covering each subsequent twelve (12) calendar month period of the Contract. (In which case, the Contractor must provide the new (or re-issued) performance bonds to the State no later than thirty (30) days preceding each subsequent period of the Contract to be covered by the new (or re-issued) bond.)

The successful Respondent must make all necessary arrangements for the performance bond prior to the Contract start date and prior to any subsequent performance bond deadlines in the case of an annual performance bond. The Respondent is responsible for securing the services of any fidelity or guaranty underwriter.

The performance bond requirement set forth above is a material condition for the award of a contract or any renewal or extension of any contract that is awarded. The Respondent's/Contractor's failure to provide to the State a performance bond as required by **RFP Section 2 - Schedule of Events**, shall entitle the State to exercise any and all rights it has in law or in equity. During the term of the Contract, the Respondent's/Contractor's failure to periodically provide to the State a new or re-issued performance bond, no later than thirty (30) days preceding each period of the Contract to be covered by the new or re-issued performance bond, shall entitle the State to exercise any and all rights it has in law or in equity.

## 2. RFP SCHEDULE OF EVENTS

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

EVENT	TIME	DATE
	(Central time zone)	
1. RFP Issued		Thursday December 21, 2023
2. Disability Accommodation Request Deadline	2:00 p.m.	Thursday December 28, 2023
3. Pre-Response Conference	2:00 p.m.	Wednesday January 3, 2024
4. Notice of Intent to Respond Deadline	2:00 p.m.	Thursday January 4, 2024
5. Written “Questions & Comments” Deadline	2:00 p.m.	Tuesday January 9, 2024
6. State Response to Written “Questions & Comments”		Wednesday January 24, 2024
7. “Additional Clarifications and Questions” Deadline	2:00 p.m.	Tuesday January 30, 2024
8. State Response to “Additional Clarifications and Questions”		Tuesday February 6, 2024
9. RFP Response Deadline	2:00 p.m.	Friday February 23, 2024
10. State Completion of Technical Response Evaluations		Friday March 15, 2024
11. State Schedules Respondent Oral Presentations		Tuesday March 19, 2024
12. Oral Presentations / Demos	9 a.m. - 4 p.m.	Tuesday March 26 - Tuesday April 2, 2024* *Excluding March 29, 2024
13. State Opening & Scoring of Cost Proposals		Wednesday April 3, 2024
14. Negotiations (Optional)		Thursday April 4 – Friday April 5, 2024
15. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	Tuesday April 9, 2024
16. End of Open File Period		Tuesday April 16, 2024
17. State sends contract to Contractor for signature		Wednesday April 17, 2024
18. Performance Bond Deadline		Thursday April 18, 2024
19. Contract Signature Deadline		Friday April 19, 2024

2.2. **The State reserves the right, at its sole discretion, to adjust the RFP Schedule of Events as it deems necessary.** Any adjustment of the Schedule of Events shall constitute an RFP amendment, and the State will communicate such to prospective Respondents from whom the State has received a Notice of Intent to Respond (refer to section 1.8 of this RFP 32901-31243-23).

### 3. RESPONSE REQUIREMENTS

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#### 3.1. Response Form

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

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

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

- 3.1.1.1. A Respondent shall duplicate and use the **RFP Attachment 6.2. - Technical Response & Evaluation Guide** to organize, reference, and draft the Technical Response by duplicating the attachment, adding appropriate page numbers as required, and using the guide as a table of contents covering the Technical Response.
- 3.1.1.2. A response shall be economically prepared, with emphasis on completeness and clarity. A response, as well as any reference material presented, must be written in English and must be written on standard 8 ½" x 11" pages (although oversize exhibits are permissible) and use 12-point font, single-spaced text. 10-point font is acceptable in tables. Response must be no longer than 100 pages. Appendices are not counted against page limit. All response pages must be numbered.
- 3.1.1.3. All information and documentation included in a Technical Response shall correspond to or address a specific requirement detailed in the **RFP Attachment 6.2. - Technical Response & Evaluation Guide**. All information must be incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will not contribute to evaluations.
- 3.1.1.4. The State may determine a response to be non-responsive and reject it if:
- a. the Respondent fails to organize and properly reference the Technical Response as required by this RFP and the **RFP Attachment 6.2. - Technical Response & Evaluation Guide**; or
  - b. the Technical Response document does not appropriately respond to, address, or meet all the requirements and response items detailed in the **RFP Attachment 6.2. - Technical Response & Evaluation Guide**.
- 3.1.2. **Cost Proposal.** A Cost Proposal must be recorded on an exact duplicate of the **RFP Attachment 6.3. - Cost Proposal & Scoring Guide**.

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

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

- 3.1.2.2. The proposed cost shall incorporate ALL costs for services, hardware, travel, or other costs required to carry out the Statement of Work under the contract for the total contract period, including any renewals or extensions.
- 3.1.2.3. A Respondent must sign and date the Cost Proposal.
- 3.1.2.4. A Respondent must submit the Cost Proposal to the State in a sealed package separate from the Technical Response (as detailed in RFP Sections 3.2.3., *et seq.*).

## 3.2. Response Delivery

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

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

**“RFP # 32901-31243-23 TECHNICAL RESPONSE ORIGINAL”**

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

**“RFP # 32901-31243-23 TECHNICAL RESPONSE COPY”**

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

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

**“RFP # 32901-31243-23 COST PROPOSAL ORIGINAL”**

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

**“RFP # 32901-31243-23 COST PROPOSAL COPY”**

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

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

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

**“DO NOT OPEN... RFP # 32901-31243-23 TECHNICAL RESPONSE FROM [RESPONDENT LEGAL ENTITY NAME]”**

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

**“DO NOT OPEN... RFP # 32901-31243-23 COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]”**

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

**“RFP # 32901-31243-23 SEALED TECHNICAL RESPONSE & SEALED COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]”**

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

Erik Busby, Sourcing Account Specialist  
Central Procurement Office  
Tennessee Tower, 3rd Floor  
312 Rosa L. Parks Ave., Nashville, TN 37243  
p. 615-253-8900

**3.3. Response & Respondent Prohibitions**

- 3.3.1. A response must not include alternate contract terms and conditions. If a response contains such terms and conditions, the State, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it.
- 3.3.2. A response must not restrict the rights of the State or otherwise qualify either the offer to deliver goods or provide services as required by this RFP or the Cost Proposal. If a response restricts the rights of the State or otherwise qualifies either the offer to deliver goods or provide services as required by this RFP or the Cost Proposal, the State, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it.
- 3.3.3. A response must not propose alternative goods or services (*i.e.*, offer services different from those requested and required by this RFP) unless expressly requested in this RFP. The State may consider a response of alternative goods or services to be non-responsive and reject it.
- 3.3.4. A Cost Proposal must be prepared and arrived at independently and must not involve any collusion between Respondents. The State will reject any Cost Proposal that involves collusion, consultation, communication, or agreement between Respondents. Regardless of the time of detection, the State will consider any such actions to be grounds for response rejection or contract termination.
- 3.3.5. A Respondent must not provide, for consideration in this RFP process or subsequent contract negotiations, any information that the Respondent knew or should have known was materially incorrect. If the State determines that a Respondent has provided such incorrect information, the State will deem the Response non-responsive and reject it.
- 3.3.6. A Respondent must not submit more than one Technical Response and one Cost Proposal in response to this RFP, except as expressly requested by the State in this RFP. If a Respondent submits more than one Technical Response or more than one Cost Proposal, the State will deem all of the responses non-responsive and reject them.
- 3.3.7. A Respondent must not submit a response as a prime Contractor while also permitting one or more other Respondents to offer the Respondent as a subcontractor in their own responses. Such may result in the disqualification of all Respondents knowingly involved. This restriction does not, however, prohibit different Respondents from offering the same subcontractor as a part

of their responses (provided that the subcontractor does not also submit a response as a prime Contractor).

3.3.8. The State shall not consider a response from an individual who is, or within the past six (6) months has been, a State employee. For purposes of this RFP:

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

3.3.8.2. A contract with or a response from a company, corporation, or any other contracting entity in which a controlling interest is held by any State employee shall be considered to be a contract with or proposal from the employee; and

3.3.8.3. A contract with or a response from a company, corporation, or any other contracting entity that employs an individual who is, or within the past six (6) months has been, a State employee shall not be considered a contract with or a proposal from the employee and shall not constitute a prohibited conflict of interest.

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

#### 3.4. **Response Errors & Revisions**

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

#### 3.5. **Response Withdrawal**

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

#### 3.6. **Additional Services**

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

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

#### 3.7. **Response Preparation Costs**

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

## 4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS

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### 4.1. RFP Amendment

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

### 4.2. RFP Cancellation

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

### 4.3. State Right of Rejection

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

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

### 4.4. Assignment & Subcontracting

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

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

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

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

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

### 4.5. Right to Refuse Personnel or Subcontractors

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

#### 4.6. **Insurance**

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

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

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

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

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

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

4.8.1. All materials submitted to the State in response to this RFP shall become the property of the State of Tennessee. Respondents are cautioned not to provide any materials in response to this RFP that are trade secrets, as defined under Tenn. Code Ann. § 47-25-1702 and any other applicable law. By submitting a response to this RFP, the respondent acknowledges and agrees that the State shall have no liability whatsoever for disclosure of a trade secret under the Uniform Trade Secrets Act, as provided at Tenn. Code Ann. § 47-25-1701-1709, or under any other applicable law. Selection or rejection of a response does not affect this right. By submitting a response, a Respondent acknowledges and accepts that the full response contents and associated documents will become open to public inspection in accordance with the laws of the State of Tennessee.

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

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

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

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

4.9.2. This RFP and its Contractor selection processes do not obligate the State and do not create rights, interests, or claims of entitlement in either the Respondent with the apparent best-evaluated response or any other Respondent. State obligations pursuant to a contract award



shall commence only after the Contract is signed by the State agency head and the Contractor and after the Contract is approved by all other state officials as required by applicable laws and regulations.

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

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

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

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

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

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

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

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

#### 4.12. **Severability**

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

4.13. **Next Ranked Respondent**

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

## 5. EVALUATION & CONTRACT AWARD

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### 5.1. Evaluation Categories & Maximum Points

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

EVALUATION CATEGORY	MAXIMUM POINTS POSSIBLE
<b>General Qualifications &amp; Experience</b> (refer to RFP Attachment 6.2., Section B)	5
<b>Technical Qualifications, Experience &amp; Approach</b> (refer to RFP Attachment 6.2., Section C)	40
<b>OMS Requirements</b> (refer to RFP Attachment 6.7.)	25
<b>Oral Presentation and Solution Demonstration</b> (refer to RFP Attachment 6.2., Section E)	10
<b>Cost Proposal</b> (refer to RFP Attachment 6.3.)	20

### 5.2. Evaluation Process

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

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

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

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

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

- b. the State will request clarifications or corrections for consideration prior to further evaluation; or,
  - c. the State will determine the response to be non-responsive to the RFP and reject it.
- 5.2.1.3. Proposal Evaluation Team members will independently evaluate each Technical Response (that is responsive to the RFP) against the evaluation criteria in this RFP and will score each in accordance with the **RFP Attachment 6.2. - Technical Response & Evaluation Guide**.
- 5.2.1.4. For each response evaluated, the Solicitation Coordinator will calculate the average of the Proposal Evaluation Team member scores for **RFP Attachment 6.2. - Technical Response & Evaluation Guide**, and record each average as the response score for the respective Technical Response section.
- 5.2.1.5. The Solicitation Coordinator will invite the top five (5) ranked Respondents to make an Oral Presentation and Demonstration. The ranking will be determined after the Technical Response score is totaled and ranked (e.g., 1 – the best evaluated ranking)
- 5.2.1.5.1 The Oral Presentations and Demonstrations are mandatory. The Solicitation Coordinator will make every effort to accommodate each Respondent's schedules. When the Respondent Presentations and Demonstrations schedule has been determined, the Solicitation Coordinator will contact Respondents with the relevant information as indicated by **RFP Section 2 - Schedule of Events**.
  - 5.2.1.5.2 Respondent Presentations and Demonstrations are only open to the invited Respondent, Proposal Evaluation Team members, the Solicitation Coordinator, and any technical consultants who are selected by the State to provide assistance to the Proposal Evaluation Team.
  - 5.2.1.5.3 Oral Presentations and Demonstrations provide an opportunity for Respondents to explain and clarify their responses and for the State to test to better understand the practical application of the good or service as applicable. Respondents must not materially alter their responses and Presentations and Demonstrations will be limited to addressing the items detailed in **RFP Attachment 6.2. - Technical Response & Evaluation Guide**. Respondent pricing shall not be discussed during Oral Presentations and Demonstrations. Evaluators may adjust Respondents' Technical Response scores based on Oral Presentations and Demonstrations.
  - 5.2.1.5.4 The State will maintain an accurate record of each Respondent's Oral Presentations and Demonstrations session. The record of the Respondent's Oral Presentations and Demonstrations shall be available for review when the State opens the procurement files for public inspection.
  - 5.2.1.5.5 The Oral Presentation and Demonstration will consist

of an oral presentation and a software demonstration. The sessions will be held on the same day, with three (3) hours allocated for the Proposer's oral presentation and three (3) hours allocated for the Proposer's software demonstration.

- 5.2.1.5.6 The individuals presenting at both sessions must be those identified as key staff and/or senior management. It is important to the State that the individuals responsible for performance of the system contract are the ones that present at the Oral Presentation and Demonstration. The purpose of these presentations is to allow the State to better understand the proposed solution / approach, as well as other aspects of the proposal. As such, State participants may ask questions throughout the presentation.
- 5.2.1.5.7 The Proposer must provide all necessary audio-visual materials for the Oral Presentation and Demonstration.
- 5.2.1.5.8 The State has provided a script in **RFP Attachment 6.8 – Oral Presentation & Software Demonstration Scripts** for Proposers. Oral presentations may be recorded by the State.
- 5.2.1.5.9 After the Oral Presentation and Demonstrations are completed, the scores for this section will be gathered, recorded, and combined with the previously sealed Qualification and Experience and Technical Approach scores to produce an average Technical Proposal score.

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

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

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

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

- 5.2.3.2. **Negotiations:** The State may elect to negotiate with one or more Respondents by requesting revised responses, negotiating costs, or finalizing contract terms and conditions. The State reserves the right to conduct multiple negotiation rounds or no negotiations at all.
- 5.2.3.3. **Cost Negotiations:** All Respondents, selected for negotiation by the State, will be given equivalent information with respect to cost negotiations. All cost negotiations will be documented for the procurement file. Additionally, the State may conduct target pricing and other goods or services level negotiations. Target pricing may be based on considerations such as current pricing, market considerations, benchmarks, budget availability, or other methods that do not reveal individual Respondent pricing. During target price negotiations, Respondents are not obligated to reduce their pricing to target prices, but no Respondent is allowed to increase prices.
- 5.2.3.4. If the State determines that it is unable to successfully negotiate terms and conditions of a contract with the apparent best evaluated Respondent, the State reserves the right to bypass the apparent best evaluated Respondent and enter into terms and conditions contract negotiations with the next apparent best evaluated Respondent.
- 5.2.4. **Total Response Score:** The Solicitation Coordinator will calculate the sum of the Technical Response section scores and the Cost Proposal score and record the resulting number as the total score for the subject Response (refer to **RFP Attachment 6.5. - Score Summary Matrix**).

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

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

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

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

- 5.3.6. If the State determines that a response is non-responsive and rejects it after opening Cost Proposals, the Solicitation Coordinator will re-calculate scores for each remaining responsive Cost Proposal to determine (or re-determine) the apparent best-evaluated response.

**RFP # 32901-31243-23 STATEMENT OF CERTIFICATIONS AND ASSURANCES**

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

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

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

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

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

**SIGNATURE:**

\_\_\_\_\_

**PRINTED NAME & TITLE:**

\_\_\_\_\_

**DATE:**

\_\_\_\_\_

**RESPONDENT LEGAL ENTITY  
NAME:**

\_\_\_\_\_



**TECHNICAL RESPONSE & EVALUATION GUIDE**

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

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

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		The Response must be delivered to the State no later than the Response Deadline specified in the <b>RFP Section 2 - Schedule of Events</b> .	
		The Technical Response and the Cost Proposal documentation must be packaged separately as required (refer to <b>RFP Section 3.2., et. seq.</b> ).	
		The Technical Response must NOT contain cost or pricing information of any type.	
		The Technical Response must NOT contain any restrictions of the rights of the State or other qualification of the response.	
		A Respondent must NOT submit alternate responses (refer to <b>RFP Section 3.3.</b> ).	
		A Respondent must NOT submit multiple responses in different forms (as a prime and a subcontractor) (refer to <b>RFP Section 3.3.</b> ).	
	<b>A.1.</b>	Provide the Statement of Certifications and Assurances ( <b>RFP Attachment 6.1.</b> ) completed and signed by an individual empowered to bind the Respondent to the provisions of this RFP and any resulting contract. The document must be signed without exception or qualification.	
	<b>A.2.</b>	Provide a statement, based upon reasonable inquiry, of whether the Respondent or any individual who shall cause to deliver goods or perform services under the contract has a possible conflict of interest (e.g., employment by the State of Tennessee) and, if so, the nature of that conflict.  NOTE: Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to cancel any award.	
	<b>A.3.</b>	Provide an official document or letter from an accredited credit bureau, verified and dated within the last three (3) months and 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.	
	<b>A.4.</b>	Provide a statement confirming that if awarded the Contract, the Respondent will provide a Certificate of Insurance in the amounts detailed in the <b>RFP Attachment 6.6 - Pro Forma Contract: Section D.32.</b>	
	<b>A.5.</b>	Provide certified and signed letters from at least two (2) state Departments of Correction with a managed population of at least 20,000 (twenty	

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		thousand) individuals where the Proposed Offender Management System is currently in use and fully deployed. Written confirmation must detail which Offender Management System modules (e.g., Medical, Case Management, Community Supervision, Parole) as defined in <b>Pro Forma Contract Attachment Five: OMS Requirements Matrix (Excel) and RFP Attachment 6.7 - OMS Requirements Matrix (Excel)</b> , are in use at each agency and number of users by user type.	
	A.6.	Provide written confirmation that the Proposed Solution shall provide the configurability required to enable implementation of and adherence to Tennessee Department of Correction policy and reporting requirements.	
	A.7.	Provide written confirmation listing all software and hardware product(s) required to achieve requirements as defined in <b>Pro Forma Contract Attachment Five: OMS Requirements Matrix (Excel) and RFP Attachment 6.7 - OMS Requirements Matrix (Excel)</b> .	
	A.8.	Provide a statement confirming that, if awarded a contract pursuant to this RFP, the Respondent shall deliver a Performance Bond to the State in accordance with the requirements of this RFP. The statement must be signed by an individual with legal authority to bind the Respondent to the provisions of this RFP and any contract awarded pursuant to it.	
	A.9.	The Respondent shall fully complete the applicable sections of the requirements in <b>Pro Forma Contract Attachment Five: OMS Requirements Matrix (Excel) and RFP Attachment 6.7 - OMS Requirements Matrix (Excel)</b> - and include it as part of their response to this item. Individual scores for requirements items will be recorded in the scoring sheet for <b>RFP Attachment 6.3. – Cost Proposal &amp; Scoring Guide</b> .	
	A.10.	Provide a statement confirming that Respondent's OMS product provides or could provide a Reception and Commitment module (See <b>Pro Forma Contract Section A.4.a. and Pro Forma Contract Attachment Five: OMS Requirements Matrix [Excel] and RFP Attachment 6.7 - OMS Requirements Matrix [Excel]</b> ).	
	A.11.	Provide a statement confirming that Respondent's OMS product provides or could provide a Property module (See <b>Pro Forma Contract Section A.4.b. and Pro Forma Contract Attachment Five: OMS Requirements Matrix [Excel] and RFP Attachment 6.7 - OMS Requirements Matrix [Excel]</b> ).	
	A.12.	Provide a statement confirming that Respondent's OMS product provides or could provide a Classification module (See <b>Pro Forma Contract Section A.4.c. and Pro Forma Contract Attachment Five: OMS Requirements Matrix [Excel] and RFP Attachment 6.7 - OMS Requirements Matrix [Excel]</b> ).	
	A.13.	Provide a statement confirming that Respondent's OMS product provides or could provide a Housing module (See <b>Pro Forma Contract Section A.4.d. and Pro Forma Contract Attachment Five: OMS Requirements Matrix [Excel] and RFP Attachment 6.7 - OMS Requirements Matrix [Excel]</b> ).	
	A.14.	Provide a statement confirming that Respondent's OMS product provides or could provide a Prison Rape Elimination Act (PREA) module (See <b>Pro Forma Contract Section A.4.e. and Pro Forma Contract Attachment Five: OMS Requirements Matrix [Excel] and RFP Attachment 6.7 - OMS Requirements Matrix [Excel]</b> ).	
	A.15.	Provide a statement confirming that Respondent's OMS product provides or could provide a Security Threat Group (STG) module (See <b>Pro Forma Contract Section A.4.f. and Pro Forma Contract Attachment Five: OMS Requirements Matrix [Excel] and RFP Attachment 6.7 - OMS Requirements Matrix [Excel]</b> ).	

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
	A.16.	Provide a statement confirming that Respondent's OMS product provides or could provide a Security, Movement, and Counts module (See <b>Pro Forma Contract Section A.4.g.</b> and <b>Pro Forma Contract Attachment Five: OMS Requirements Matrix [Excel]</b> and <b>RFP Attachment 6.7 - OMS Requirements Matrix [Excel]</b> ).	
	A.17.	Provide a statement confirming that Respondent's OMS product provides or could provide a Sentencing - Technical module (See <b>Pro Forma Contract Section A.4.h.</b> and <b>Pro Forma Contract Attachment Five: OMS Requirements Matrix [Excel]</b> and <b>RFP Attachment 6.7 - OMS Requirements Matrix [Excel]</b> ).	
	A.18.	Provide a statement confirming that Respondent's OMS product provides or could provide a Sentencing - Functional module (See <b>Pro Forma Contract Section A.4.i.</b> and <b>Pro Forma Contract Attachment Five: OMS Requirements Matrix [Excel]</b> and <b>RFP Attachment 6.7 - OMS Requirements Matrix [Excel]</b> ).	
	A.19.	Provide a statement confirming that Respondent's OMS product provides or could provide a Case Management module (See <b>Pro Forma Contract Section A.4.j.</b> and <b>Pro Forma Contract Attachment Five: OMS Requirements Matrix [Excel]</b> and <b>RFP Attachment 6.7 - OMS Requirements Matrix [Excel]</b> ).	
	A.20.	Provide a statement confirming that Respondent's OMS product provides or could provide a Programs module (See <b>Pro Forma Contract Section A.4.k.</b> and <b>Pro Forma Contract Attachment Five: OMS Requirements Matrix [Excel]</b> and <b>RFP Attachment 6.7 - OMS Requirements Matrix [Excel]</b> ).	
	A.21.	Provide a statement confirming that Respondent's OMS product provides or could provide a Work and Education Release module (See <b>Pro Forma Contract Section A.4.l.</b> and <b>Pro Forma Contract Attachment Five: OMS Requirements Matrix [Excel]</b> and <b>RFP Attachment 6.7 - OMS Requirements Matrix [Excel]</b> ).	
	A.22.	Provide a statement confirming that Respondent's OMS product provides or could provide a Scheduling module (See <b>Pro Forma Contract Section A.4.m.</b> and <b>Pro Forma Contract Attachment Five: OMS Requirements Matrix [Excel]</b> and <b>RFP Attachment 6.7 - OMS Requirements Matrix [Excel]</b> ).	
	A.23.	Provide a statement confirming that Respondent's OMS product provides or could provide a Medical module (See <b>Pro Forma Contract Section A.4.n.</b> and <b>Pro Forma Contract Attachment Five: OMS Requirements Matrix [Excel]</b> and <b>RFP Attachment 6.7 - OMS Requirements Matrix [Excel]</b> ).	
	A.24.	Provide a statement confirming that Respondent's OMS product provides or could provide a Volunteer and Religious Services module (See <b>Pro Forma Contract Section A.4.o.</b> and <b>Pro Forma Contract Attachment Five: OMS Requirements Matrix [Excel]</b> and <b>RFP Attachment 6.7 - OMS Requirements Matrix [Excel]</b> ).	
	A.25.	Provide a statement confirming that Respondent's OMS product provides or could provide a Trust Accounting module (See <b>Pro Forma Contract Section A.4.p.</b> and <b>Pro Forma Contract Attachment Five: OMS Requirements Matrix [Excel]</b> and <b>RFP Attachment 6.7 - OMS Requirements Matrix [Excel]</b> ).	
	A.26.	Provide a statement confirming that Respondent's OMS product provides or could provide a Visitation module (See <b>Pro Forma Contract Section A.4.q.</b> and <b>Pro Forma Contract Attachment Five: OMS Requirements Matrix [Excel]</b> and <b>RFP Attachment 6.7 - OMS Requirements Matrix [Excel]</b> ).	
	A.27.	Provide a statement confirming that Respondent's OMS product provides or could provide a Central Records module (See <b>Pro Forma Contract</b>	

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		<b>Section A.4.r. and Pro Forma Contract Attachment Five: OMS Requirements Matrix [Excel] and RFP Attachment 6.7 - OMS Requirements Matrix [Excel].</b>	
	A.28.	Provide a statement confirming that Respondent's OMS product provides or could provide a Facility Records module (See <b>Pro Forma Contract Section A.4.s. and Pro Forma Contract Attachment Five: OMS Requirements Matrix [Excel] and RFP Attachment 6.7 - OMS Requirements Matrix [Excel].</b>	
	A.29.	Provide a statement confirming that Respondent's OMS product provides or could provide a Criminal Conviction Record (CCR) module (See <b>Pro Forma Contract Section A.4.t. and Pro Forma Contract Attachment Five: OMS Requirements Matrix [Excel] and RFP Attachment 6.7 - OMS Requirements Matrix [Excel].</b>	
	A.30.	Provide a statement confirming that Respondent's OMS product provides or could provide a Victim Advocacy module (See <b>Pro Forma Contract Section A.4.u. and Pro Forma Contract Attachment Five: OMS Requirements Matrix [Excel] and RFP Attachment 6.7 - OMS Requirements Matrix [Excel].</b>	
	A.31.	Provide a statement confirming that Respondent's OMS product provides or could provide a Discipline and Incidents module (See <b>Pro Forma Contract Section A.4.v. and Pro Forma Contract Attachment Five: OMS Requirements Matrix [Excel] and RFP Attachment 6.7 - OMS Requirements Matrix [Excel].</b>	
	A.32.	Provide a statement confirming that Respondent's OMS product provides or could provide an Investigations module (See <b>Pro Forma Contract Section A.4.w. and Pro Forma Contract Attachment Five: OMS Requirements Matrix [Excel] and RFP Attachment 6.7 - OMS Requirements Matrix [Excel].</b>	
	A.33.	Provide a statement confirming that Respondent's OMS product provides or could provide a Grievances module (See <b>Pro Forma Contract Section A.4.x. and Pro Forma Contract Attachment Five: OMS Requirements Matrix [Excel] and RFP Attachment 6.7 - OMS Requirements Matrix [Excel].</b>	
	A.34.	Provide a statement confirming that Respondent's OMS product provides or could provide a Release Discharge module (See <b>Pro Forma Contract Section A.4.y. and Pro Forma Contract Attachment Five: OMS Requirements Matrix [Excel] and RFP Attachment 6.7 - OMS Requirements Matrix [Excel].</b>	
	A.35.	Provide a statement confirming that Respondent's OMS product provides or could provide a Board of Parole module (See <b>Pro Forma Contract Section A.4.z. and Pro Forma Contract Attachment Five: OMS Requirements Matrix [Excel] and RFP Attachment 6.7 - OMS Requirements Matrix [Excel].</b>	
	A.36.	Provide a statement confirming that Respondent's OMS product provides or could provide a General Reporting module (See <b>Pro Forma Contract Section A.4.aa. and Pro Forma Contract Attachment Five: OMS Requirements Matrix [Excel] and RFP Attachment 6.7 - OMS Requirements Matrix [Excel].</b>	
	A.37.	Provide a statement confirming that Respondent's OMS product provides or could provide an Executive Reporting module (See <b>Pro Forma Contract Section A.4.bb. and Pro Forma Contract Attachment Five: OMS Requirements Matrix [Excel] and RFP Attachment 6.7 - OMS Requirements Matrix [Excel].</b>	
	A.38.	Provide a statement confirming that Respondent's OMS product provides or could provide a Technical Requirements module (See <b>Pro Forma Contract Section A.4.cc. and Pro Forma Contract Attachment Five:</b>	

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		<b>OMS Requirements Matrix [Excel] and RFP Attachment 6.7 - OMS Requirements Matrix [Excel]).</b>	
	A.39.	Provide a statement confirming that Respondent's OMS product provides or could provide a Community Supervision module (See <b>Pro Forma Contract Section A.4.dd.</b> and <b>Pro Forma Contract Attachment Five: OMS Requirements Matrix [Excel] and RFP Attachment 6.7 - OMS Requirements Matrix [Excel]).</b>	
	A.40.	Provide a statement confirming that Respondent's OMS product provides or could provide the requirements listed in the Non-Core Requirements module (See <b>Pro Forma Contract Section A.4.ee.</b> and <b>Pro Forma Contract Attachment Five: OMS Requirements Matrix [Excel] and RFP Attachment 6.7 - OMS Requirements Matrix [Excel]).</b>	
	A.41.	Provide a statement confirming that Respondent's OMS product can integrate with interfaces and distributed applications (See <b>Pro Forma Section A.6.e.viii.)</b>	
	A.42.	Provide a statement confirming that Respondent's OMS product can convert and integrate data.	
	A.43.	Provide a statement confirming that Respondent's OMS product can generate forms.	
	A.44.	Provide a statement confirming that Respondent's OMS product can scan and print forms.	
	A.45.	Provide a statement confirming that Respondent's OMS product can generate and provide notifications as required by requirements in the <b>Pro Forma Contract Attachment Five: OMS Requirements Matrix (Excel) and RFP Attachment 6.7 - OMS Requirements Matrix (Excel).</b>	
	A.46.	Provide a statement that the proposed solution will be fully functional and invoiced by June 30, 2026.	
	A.47.	Provide a statement that the proposed solution will be complete and invoiced by November 30, 2026.	
<i>State Use – Solicitation Coordinator Signature, Printed Name &amp; 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. Proposal Evaluation Team members will independently evaluate and assign one score for all responses to Section B— General Qualifications & Experience Items.

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

<b>RESPONDENT LEGAL ENTITY NAME:</b>		
<b>Response Page #</b> (Respondent completes)	<b>Item Ref.</b>	<b>Section B— General Qualifications &amp; Experience Items</b>
		NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of license for each person or entity that renders such opinions.
	<b>B.11.</b>	Provide a brief, descriptive statement detailing evidence of the Respondent's ability to deliver the goods or services sought under this RFP (e.g., prior experience, training, certifications, resources, program and quality management systems, etc.).
	<b>B.12.</b>	Provide a narrative description of the proposed project team, its members, and organizational structure along with an organizational chart identifying the key staff who will be assigned to deliver the goods or services required by this RFP.
	<b>B.13.</b>	Provide a personnel roster listing the names of key staff who the Respondent will assign to meet the Respondent's requirements under this RFP along with the estimated number of hours that each individual will devote to that performance. Follow the personnel roster with a resume for each of the people listed. The resumes must detail the individual's title, education, current position with the Respondent, and employment history.
	<b>B.14.</b>	Provide a statement of whether the Respondent intends to use subcontractors to meet the Respondent's requirements of any contract awarded pursuant to this RFP, and if so, detail: (a) the names of the subcontractors along with the contact person, mailing address, telephone number, and e-mail address for each; (b) a description of the scope and portions of the goods each subcontractor involved in the delivery of goods or performance of the services each subcontractor will perform; <u>and</u> (c) a statement specifying that each proposed subcontractor has expressly assented to being proposed as a subcontractor in the Respondent's response to this RFP.
	<b>B.15.</b>	Provide documentation of the Respondent's commitment to diversity as represented by the following: (a) <u>Business Strategy</u> . Provide a description of the Respondent's existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises. Please also include a list of the Respondent's certifications as a diversity business, if applicable. (b) <u>Business Relationships</u> . Provide a listing of the Respondent's current contracts with business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises. Please include the following information: (i) contract description; (ii) Contractor name and ownership characteristics (i.e., ethnicity, gender, service-disabled veteran-owned or persons with disabilities); (iii) Contractor contact name and telephone number. (c) <u>Estimated Participation</u> . Provide an estimated level of participation by business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities and small business enterprises if a contract is awarded to the Respondent pursuant to this RFP. Please include the following information: (i) a percentage (%) indicating the participation estimate. (Express the estimated participation number as a percentage of the total estimated contract value that will be dedicated to business with subcontractors and supply Contractors having such ownership characteristics only and <b>DO NOT INCLUDE DOLLAR AMOUNTS</b> ); (ii) anticipated goods or services contract descriptions; (iii) names and ownership characteristics (i.e., ethnicity, gender, service-disabled veterans, or disability) of anticipated subcontractors and supply Contractors.

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<p>NOTE: In order to claim status as a Diversity Business Enterprise under this contract, businesses must be certified by the Governor's Office of Diversity Business Enterprise (Go-DBE). Please visit the Go-DBE website at <a href="https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&amp;XID=9810">https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&amp;XID=9810</a> for more information.</p> <p>(d) <u>Workforce</u>. Provide the percentage of the Respondent's total current employees by ethnicity and gender.</p> <p>NOTE: Respondents that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as Contractors and subcontractors. Response evaluations will recognize the positive qualifications and experience of a Respondent that does business with enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises and who offer a diverse workforce.</p>
	<b>B.16.</b>	<p>Provide a statement of whether or not the Respondent has any current contracts with the State of Tennessee or has completed any contracts with the State of Tennessee within the previous five (5) year period. If so, provide the following information for all of the current and completed contracts:</p> <p>(a) the name, title, telephone number and e-mail address of the State contact knowledgeable about the contract;</p> <p>(b) the procuring State agency name;</p> <p>(c) a brief description of the contract's scope of services;</p> <p>(d) the contract period; and</p> <p>(e) the contract number.</p>
	<b>B.17.</b>	<p>Provide a statement and any relevant details addressing whether the Respondent is any of the following:</p> <p>(a) is presently debarred, suspended, proposed for debarment, or voluntarily excluded from covered transactions by any federal or state department or agency;</p> <p>(b) has within the past three (3) years, been convicted of, or had a civil judgment rendered against the contracting party from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;</p> <p>(c) is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed above; and</p> <p>(d) has within a three (3) year period preceding the contract had one or more public transactions (federal, state, or local) terminated for cause or default.</p>
	<b>B.18.</b>	<p>Please describe your proposed solution answering the following question:</p> <ul style="list-style-type: none"> <li>How has your integrated solution come about? Through acquisition of other software Contractor applications? Through the development of the Solution in-house?</li> </ul>
	<b>B.19.</b>	<p>Provide a statement describing any growth in market share over the past three years and new customers in the past year.</p>
	<b>B.20.</b>	<p>Provide a statement discussing your company's experience in organizations the size of Tennessee Department of Correction or larger.</p>



<b>RESPONDENT LEGAL ENTITY NAME:</b>		
<b>Response Page #</b> (Respondent completes)	<b>Item Ref.</b>	<b>Section B— General Qualifications &amp; Experience Items</b>
	<b>B.21.</b>	Provide a statement explaining how your company has demonstrated special knowledge, experience, or success with customers like the Tennessee Department of Correction.
	<b>B.22.</b>	Provide a statement demonstrating how you are a strategic partner with your clients. Please include any customer examples that can be provided.
	<b>B.23.</b>	<p>Provide a narrative that describes your future vision for your solution, including:</p> <ul style="list-style-type: none"> <li>• Describe your current and future plans to offer customer enhancements. Include frequency of enhancements and the estimated dates on future modules.</li> <li>• What are your intentions concerning evolving industry technology standards? Are there any new industry standards that are currently being implemented in your solutions?</li> <li>• Describe how the metrics in your solutions can be used to improve outcomes.</li> <li>• Describe how the metrics in your solutions can be used to drive efficiencies.</li> </ul> <p>How do your solutions help organizations coordinate management of offenders?</p>
	<b>B.24.</b>	Please provide your customer list of enterprise customers with an offender population comparable in size to that of TDOC.
	<b>B.25.</b>	Provide a statement of whether, in the last five (5) years, the Respondent has any failed and/or projects that did not meet the agreed-upon schedule. Respondents shall provide a narrative describing those incidents and final outcome.
<b>SCORE (for all Section B—Qualifications &amp; Experience Items above):</b> <i>(maximum possible score = 5)</i>		
<i>State Use – Evaluator Identification:</i>		

**TECHNICAL RESPONSE & EVALUATION GUIDE**

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

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

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

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

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	<b>C.1.</b>	Provide a narrative that illustrates the Respondent's understanding of the State's requirements and project schedule. In the narrative, the Respondent shall include: <ul style="list-style-type: none"> <li>• An understanding of TDOC's Offender Management System Modernization vision.</li> <li>• An understanding of the complete solution scope, roles, responsibilities, and oversight function.</li> <li>• An approach to achieving objectives, milestones, and schedules within the TDOC-supplied timeline.</li> </ul>		<b>1</b>	
	<b>C.2.</b>	Provide a narrative that illustrates how the Respondent will complete the scope of services, accomplish required objectives, and meet the State's timeline. In the narrative, the Respondent shall include: <ul style="list-style-type: none"> <li>• An illustrative proposed high-level schedule for the Solution that adheres to the requirements</li> </ul>		<b>5</b>	
	<b>C.3.</b>	Provide a narrative that illustrates how the Respondent will manage the project, ensure completion of the scope of services, and accomplish required objectives within the State's project schedule.		<b>5</b>	
	<b>C.4.</b>	Provide a narrative and proposed Implementation Schedule that illustrates the Respondent's overall approach for delivery of the scope contained within the RFP. The Implementation Schedule shall include		<b>10</b>	

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
		<p>a breakdown of the work and proposed timelines to accomplish the major milestones for the Phased Implementation and Operations of the Solution.</p> <p>In the narrative, the Respondent shall:</p> <ul style="list-style-type: none"> <li>Describe the proposed strategy and proposed timeline for delivery of the Solution;</li> <li>Provide a detailed project schedule with all associated Contractor and client activities and milestones;</li> <li>Provide a statement describing onsite support of key staff during implementation through completion.</li> </ul>			
	C.5.	Provide a narrative that illustrates in detail how the Respondent's solution will meet the requirement in pro forma <b>Section A.5 – System Overview.</b>		5	
	C.6.	Provide a narrative that illustrates in detail how the Respondent's solution will meet the requirement in pro forma <b>A.6.a - Kickoff Meeting and Presentation.</b>		1	
	C.7.	Provide a narrative that illustrates in detail how the Respondent's solution will meet the requirement in pro forma <b>A.6.b - Incoming Transition Plan</b>		5	
	C.8.	Provide a narrative that illustrates in detail how the Respondent's solution will meet the requirement in pro forma <b>A.6.c – Project Management and Reporting</b>		5	
	C.9.	<p>Provide a narrative that illustrates in detail how the Respondent's solution will meet the requirement in pro forma <b>A.6.d – Hosting.</b></p> <ul style="list-style-type: none"> <li>Provide a narrative that illustrates the Respondent's proposed architecture inclusive of hosting, network, and desktop.</li> <li>Provide a narrative that illustrates the Respondent's Security including creation of role-based security.</li> </ul>		5	
	C.10.	Provide a narrative that illustrates in detail how the Respondent's solution		5	

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
		will meet the requirement in pro forma <b>A.6.e.iv. - Requirements Verification and Specification</b>			
	C.11.	Provide a narrative that illustrates in detail how the Respondent's solution will meet the requirement in pro forma <b>A.6.e.viii. - Interface Design</b>		10	
	C.12.	Provide a narrative that illustrates in detail how the Respondent's solution will meet the requirement in pro forma <b>A.6.f. - Data Conversion Plan</b> <ul style="list-style-type: none"> <li>Complete Responsibilities of Deliverables chart</li> </ul>		10	
	C.13.	Provide a narrative that illustrates in detail how the Respondent's solution will meet the requirement in pro forma <b>A.6.g. - Test Plan</b>		5	
	C.14.	Provide a narrative that illustrates in detail how the Respondent's solution will meet the requirement in pro forma <b>A.6.h. - Implementation Plan.</b> <ul style="list-style-type: none"> <li>Include a narrative on Respondent's process to account for intake transfers during the rollout phase</li> </ul>		5	
	C.15.	Provide a narrative that illustrates in detail how the Respondent's solution will meet the requirement in pro forma <b>A.6.i. - Privacy Impact Assessment (PIA)</b>		5	
	C.16.	Provide a narrative that illustrates in detail how the Respondent's solution will meet the requirement in pro forma <b>A.6.j. - Knowledge Transfer Plan</b>		5	
	C.17.	Provide a narrative that illustrates in detail how the Respondent's solution will meet the requirement in pro forma <b>A.6.k. - Operations Manual</b>		5	
	C.18.	Provide a narrative that illustrates in detail how the Respondent's solution will meet the requirement in pro forma <b>A.6.l. - Backup and Recovery Plan</b>		5	
	C.19.	Provide a narrative that illustrates in detail how the Respondent's solution will meet the requirement in pro forma <b>A.6.m. - Continuity of Operations Plan</b>		5	
	C.20.	Provide a narrative that illustrates in detail how the Respondent's solution		10	

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
		will meet the requirement in pro forma <b>A.6.n. – TDOC Solution Configuration</b>			
	C.21.	Provide a narrative that illustrates in detail how the Respondent's solution will meet the requirement in pro forma <b>A.6.o. - Implement Interfaces</b>		5	
	C.22.	Provide a narrative that illustrates in detail how the Respondent's solution will meet the requirement in pro forma <b>A.6.p. - Conduct Testing</b>		5	
	C.23.	Provide a narrative that illustrates in detail how the Respondent's solution will meet the requirement in pro forma <b>A.6.q. - Third-Party Security and Privacy Assessment</b>		5	
	C.24.	Provide a narrative that illustrates in detail how the Respondent's solution will meet the requirement in pro forma <b>A.6.r. - Security Assessment Plan</b>		5	
	C.25.	Provide a narrative that illustrates in detail how the Respondent's solution will meet the requirement in pro forma <b>A.6.s. - Organizational Change Management (OCM) Plan</b>		10	
	C.26.	Provide a narrative that illustrates in detail how the Respondent's solution will meet the requirement in pro forma <b>A.6.t. - Training</b>		10	
	C.27.	Provide a narrative that illustrates in detail how the Respondent's solution will meet the requirement in pro forma <b>A.6.u. - User Acceptance Testing (UAT)</b>		5	
	C.28.	Provide a narrative that illustrates in detail how the Respondent's solution will meet the requirement in pro forma <b>A.6.v. - Pilot Implementation</b>		5	
	C.29.	Provide a narrative that illustrates in detail how the Respondent's solution will meet the requirement in pro forma <b>A.6.w. - Maintenance and Support</b>		10	
	C.30.	Provide a narrative that illustrates in detail how the Respondent's solution will meet the requirement in pro forma <b>A.6.x. - Modifications and Enhancements</b>		10	
	C.31.	Provide a narrative that illustrates in detail how the Respondent's solution		5	

<b>RESPONDENT LEGAL ENTITY NAME:</b>					
<b>Response Page # (Respondent completes)</b>	<b>Item Ref.</b>	<b>Section C— Technical Qualifications, Experience &amp; Approach Items</b>	<b>Item Score</b>	<b>Evaluation Factor</b>	<b>Raw Weighted Score</b>
		will meet the requirement in pro forma <b>A.6.y. Post-Implementation Assessment Report</b>			
<i>The Solicitation Coordinator will use this sum and the formula below to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.</i>					<b>Total Raw Weighted Score:</b> <i>(sum of Raw Weighted Scores above)</i>
$\frac{\text{Total Raw Weighted Score}}{\text{Maximum Possible Raw Weighted Score}}$ <i>(i.e., 5 x the sum of item weights above)</i>			<b>X 40</b> <i>(maximum possible score)</i>	<b>= SCORE:</b>	
<i>State Use – Evaluator Identification:</i>					
<i>State Use – Solicitation Coordinator Signature, Printed Name &amp; Date:</i>					

**TECHNICAL RESPONSE & EVALUATION GUIDE**

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

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

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

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

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section D— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	D.1.	Provide a narrative statement describing how the proposed OMS solution meets the requirements defined in the “Reception and Commitment” section of <b>Pro Forma Contract Attachment Five: OMS Requirements Matrix (Excel)</b> and <b>RFP Attachment 6.7 - OMS Requirements Matrix (Excel)</b>		5	
	D.2.	Provide a narrative statement describing how the proposed OMS solution meets the requirements defined in the “Property” section of <b>Pro Forma Contract Attachment Five: OMS Requirements Matrix (Excel)</b> and <b>RFP Attachment 6.7 - OMS Requirements Matrix (Excel)</b>		5	
	D.3.	Provide a narrative statement describing how the proposed OMS solution meets the requirements defined in the “Classification” section of <b>Pro Forma Contract Attachment Five: OMS Requirements Matrix (Excel)</b> and <b>RFP Attachment 6.7 - OMS Requirements Matrix (Excel)</b>		5	
	D.4.	Provide a narrative statement describing how the proposed OMS solution meets the requirements defined in the “Housing” section of <b>Pro Forma Contract Attachment Five: OMS Requirements Matrix (Excel)</b> and <b>RFP Attachment 6.7 - OMS Requirements Matrix (Excel)</b>		5	
	D.5.	Provide a narrative statement describing how the proposed OMS solution meets the requirements defined in the “Prison Rape Elimination Act (PREA)” section of <b>Pro Forma Contract Attachment Five: OMS Requirements Matrix (Excel)</b> and <b>RFP Attachment 6.7 - OMS Requirements Matrix (Excel)</b>		5	
	D.6.	Provide a narrative statement describing how the proposed OMS solution meets the requirements defined in the “Security Threat Group (STG)” section of <b>Pro Forma Contract Attachment Five: OMS Requirements Matrix (Excel)</b> and <b>RFP Attachment 6.7 - OMS Requirements Matrix (Excel)</b>		5	
	D.7.	Provide a narrative statement describing how the proposed OMS solution meets the requirements defined in the “Security, Movement, and Counts” section of <b>Pro Forma Contract Attachment Five: OMS Requirements Matrix (Excel)</b> and <b>RFP</b>		10	

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section D— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
		<b>Attachment 6.7 - OMS Requirements Matrix (Excel)</b>			
	D.8.	Provide a narrative statement describing how the proposed OMS solution meets the requirements defined in the “Sentencing - Technical” section of <b>Pro Forma Contract Attachment Five: OMS Requirements Matrix (Excel) and RFP Attachment 6.7 - OMS Requirements Matrix (Excel)</b>		10	
	D.9.	Provide a narrative statement describing how the proposed OMS solution meets the requirements defined in the “Sentencing - Functional” section of <b>Pro Forma Contract Attachment Five: OMS Requirements Matrix (Excel) and RFP Attachment 6.7 - OMS Requirements Matrix (Excel)</b>		10	
	D.10.	Provide a narrative statement describing how the proposed OMS solution meets the requirements defined in the “Case Management” section of <b>Pro Forma Contract Attachment Five: OMS Requirements Matrix (Excel) and RFP Attachment 6.7 - OMS Requirements Matrix (Excel)</b>		5	
	D.11.	Provide a narrative statement describing how the proposed OMS solution meets the requirements defined in the “Programs” section of <b>Pro Forma Contract Attachment Five: OMS Requirements Matrix (Excel) and RFP Attachment 6.7 - OMS Requirements Matrix (Excel)</b>		5	
	D.12.	Provide a narrative statement describing how the proposed OMS solution meets the requirements defined in the “Work and Education Release” section of <b>Pro Forma Contract Attachment Five: OMS Requirements Matrix (Excel) and RFP Attachment 6.7 - OMS Requirements Matrix (Excel)</b>		10	
	D.13.	Provide a narrative statement describing how the proposed OMS solution meets the requirements defined in the “Scheduling” section of <b>Pro Forma Contract Attachment Five: OMS Requirements Matrix (Excel) and RFP Attachment 6.7 - OMS Requirements Matrix (Excel)</b>		10	
	D.14.	Provide a narrative statement describing how the proposed OMS solution meets the requirements defined in the “Medical” section of <b>Pro Forma Contract Attachment Five: OMS Requirements Matrix (Excel) and RFP Attachment 6.7 - OMS Requirements Matrix (Excel)</b>		5	
	D.15.	Provide a narrative statement describing how the proposed OMS solution meets the requirements defined in the “Volunteer and Religious Services” section of <b>Pro Forma Contract Attachment Five: OMS Requirements Matrix (Excel) and RFP Attachment 6.7 - OMS Requirements Matrix (Excel)</b>		10	
	D.16.	Provide a narrative statement describing how the proposed OMS solution meets the requirements defined in the “Trust Accounting” section of <b>Pro Forma Contract Attachment Five: OMS Requirements Matrix (Excel) and RFP Attachment 6.7 - OMS Requirements Matrix (Excel)</b>		5	



RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section D— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	D.17.	Provide a narrative statement describing how the proposed OMS solution meets the requirements defined in the “Visitation” section of <b>Pro Forma Contract Attachment Five: OMS Requirements Matrix (Excel) and RFP Attachment 6.7 - OMS Requirements Matrix (Excel)</b>		10	
	D.18.	Provide a narrative statement describing how the proposed OMS solution meets the requirements defined in the “Central Records” section of <b>Pro Forma Contract Attachment Five: OMS Requirements Matrix (Excel) and RFP Attachment 6.7 - OMS Requirements Matrix (Excel)</b>		5	
	D.19.	Provide a narrative statement describing how the proposed OMS solution meets the requirements defined in the “Facility Records” section of <b>Pro Forma Contract Attachment Five: OMS Requirements Matrix (Excel) and RFP Attachment 6.7 - OMS Requirements Matrix (Excel)</b>		5	
	D.20.	Provide a narrative statement describing how the proposed OMS solution meets the requirements defined in the “Criminal Conviction Record (CCR)” section of <b>Pro Forma Contract Attachment Five: OMS Requirements Matrix (Excel) and RFP Attachment 6.7 - OMS Requirements Matrix (Excel)</b>		5	
	D.21.	Provide a narrative statement describing how the proposed OMS solution meets the requirements defined in the “Victim Advocacy” section of <b>Pro Forma Contract Attachment Five: OMS Requirements Matrix (Excel) and RFP Attachment 6.7 - OMS Requirements Matrix (Excel)</b>		5	
	D.22.	Provide a narrative statement describing how the proposed OMS solution meets the requirements defined in the “Discipline and Incidents” section of <b>Pro Forma Contract Attachment Five: OMS Requirements Matrix (Excel) and RFP Attachment 6.7 - OMS Requirements Matrix (Excel)</b>		5	
	D.23.	Provide a narrative statement describing how the proposed OMS solution meets the requirements defined in the “Investigations” section of <b>Pro Forma Contract Attachment Five: OMS Requirements Matrix (Excel) and RFP Attachment 6.7 - OMS Requirements Matrix (Excel)</b>		5	
	D.24.	Provide a narrative statement describing how the proposed OMS solution meets the requirements defined in the “Grievances” section of <b>Pro Forma Contract Attachment Five: OMS Requirements Matrix (Excel) and RFP Attachment 6.7 - OMS Requirements Matrix (Excel)</b>		5	
	D.25.	Provide a narrative statement describing how the proposed OMS solution meets the requirements defined in the “Release Discharge” section of <b>Pro Forma Contract Attachment Five: OMS Requirements Matrix (Excel) and RFP Attachment 6.7 - OMS Requirements Matrix (Excel)</b>		5	
	D.26.	Provide a narrative statement describing how the proposed OMS solution meets the requirements defined in the “Board of Parole” section of <b>Pro</b>		5	

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section D— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
		<b>Forma Contract Attachment Five: OMS Requirements Matrix (Excel) and RFP Attachment 6.7 - OMS Requirements Matrix (Excel)</b>			
	D.27.	Provide a narrative statement describing how the proposed OMS solution meets the requirements defined in the “General Reporting” section of <b>Pro Forma Contract Attachment Five: OMS Requirements Matrix (Excel) and RFP Attachment 6.7 - OMS Requirements Matrix (Excel)</b>		10	
	D.28.	Provide a narrative statement describing how the proposed OMS solution meets the requirements defined in the “Executive Reporting” section of <b>Pro Forma Contract Attachment Five: OMS Requirements Matrix (Excel) and RFP Attachment 6.7 - OMS Requirements Matrix (Excel)</b>		10	
	D.29.	Provide a narrative statement describing how the proposed OMS solution meets the requirements defined in the “Technical Requirements” section of <b>Pro Forma Contract Attachment Five: OMS Requirements Matrix (Excel) and RFP Attachment 6.7 - OMS Requirements Matrix (Excel)</b>		10	
	D.30.	Provide a narrative statement describing how the proposed OMS solution meets the requirements defined in the “Community Supervision” section of <b>Pro Forma Contract Attachment Five: OMS Requirements Matrix (Excel) and RFP Attachment 6.7 - OMS Requirements Matrix (Excel)</b>		5	
	D.31.	Provide a narrative statement describing how the proposed OMS solution meets the requirements defined in the “Non-Core Requirements” section of <b>Pro Forma Contract Attachment Five: OMS Requirements Matrix (Excel) and RFP Attachment 6.7 - OMS Requirements Matrix (Excel)</b>		5	
<i>The Solicitation Coordinator will use this sum and the formula below to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.</i>			<b>Total Raw Weighted Score:</b> <i>(sum of Raw Weighted Scores above)</i>		
<b>Total Raw Weighted Score</b>			<b>X 25</b> <i>(maximum possible score)</i>		<b>= SCORE:</b>
<b>Maximum Possible Raw Weighted Score</b> <i>(i.e., 5 x the sum of item weights above)</i>					
<i>State Use – Evaluator Identification:</i>					
<i>State Use – Solicitation Coordinator Signature, Printed Name &amp; Date:</i>					

**ORAL PRESENTATION & SOFTWARE DEMONSTRATION & EVALUATION GUIDE**

**SECTION E: ORAL PRESENTATION & SOFTWARE DEMONSTRATION.** The Respondent must address all items (below) and present, in sequence, the information and documentation as required.

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

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

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

<b>RESPONDENT LEGAL ENTITY NAME:</b>				
<b>SECTION E- Part One Oral Presentation</b>		<b>Item Score</b>	<b>Evaluation Factor</b>	<b>Raw Weighted Score</b>
E.1. Introduction and Project Overview / Timeline			5	
E.2. Implementation and Technical Approach			10	
E.3. Demonstrate and / or Describe Governing Processes			10	
E.4. Demonstrate and / or Describe Facility Processes			5	
<b>SECTION E- Part Two Oral Presentation</b>		<b>Item Score</b>	<b>Evaluation Factor</b>	<b>Raw Weighted Score</b>
E.5. Demonstrate and / or Describe Facility Administration			5	
E.6. Demonstrate and / or Describe Community Supervision			10	
E.7. Demonstrate and / or Describe Administration Functionality			5	
E.8. Conclusion of Software Demonstration / Wrap-up			1	
<p align="center"><b>Total Raw Weighted Score</b> (<i>sum of Raw Weighted Scores above</i>):</p> <p align="center">The Solicitation Coordinator will use this sum and the formula below to calculate the score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.</p>				
<p align="center"><b>total raw weighted score</b></p> <hr/> <p align="center"><b>maximum possible raw weighted score</b></p> <p align="center"><i>(i.e., 5 x the sum of item weights above)</i></p>		<p><b>X 10</b></p> <p><i>(maximum section score)</i></p>	<p><b>= SCORE:</b></p>	
State Use – Evaluator Identification:				
State Use – Solicitation Coordinator Signature, Printed Name & Date:				

**COST PROPOSAL & SCORING GUIDE**

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

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

The Contractor shall be compensated for Change Order work / Modification and Enhancement Request work requested and performed, without a formal amendment of this Contract, based upon the payment rates detailed in the schedule below, PROVIDED THAT:

- Compensation to the Contractor for “Change Order” work shall not exceed SEVEN PERCENT (7%) of the sum of the milestone / gate review payments (which is the total cost for the gate reviews and associated deliverables set forth). If, at any point during the Term, the State determines that the cost of necessary “Change Order” work would exceed the maximum amount, the State may amend this Contract to address the need.
- Compensation to the Contractor for “Modification and Enhancement Request” work shall not exceed SEVEN PERCENT (7%) of the sum of the milestone / gate review payments (which is the total cost for the gate reviews and associated deliverables set forth). If, at any point during the Term, the State determines that the cost of necessary “Modification and Enhancement Request” work would exceed the maximum amount, the State may amend this Contract to address the need.

ADDITIONAL REQUIREMENTS FOR COMPLETING PROPOSED COST (E.G., MINIMUM AMOUNT, “BLANK” CELLS)

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

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

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

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<b>RESPONDENT LEGAL ENTITY NAME:</b>													
<b>Cost Item Description</b>	<b>Proposed Cost</b>										<b>State Use ONLY</b>		
	Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 4	Contract Year 5	Contract Year 6 (Option Year 1)	Contract Year 7 (Option Year 2)	Contract Year 8 (Option Year 3)	Contract Year 9 (Option Year 4)	Contract Year 10 (Option Year 5)	Sum	Evaluation Factor	Evaluation Cost (sum x factor)
Total Implementation Cost (see Milestone / Gate Review Payment Table below which shows how the Contractor will be paid)	\$ / year	\$ / year	\$ / year									1	
Change Orders – as defined in Contract Section A.9.	\$ / hour	\$ / hour	\$ / hour									3750	
Enterprise Software License Fee – as defined in Contract Sections E.6. and E.7.	\$ / year	\$ / year	\$ / year	\$ / year	\$ / year	\$ / year	\$ / year	\$ / year	\$ / year	\$ / year		1	
Maintenance and Support – as defined in Contract Section A.6.w.	\$ / year	\$ / year	\$ / year	\$ / year	\$ / year	\$ / year	\$ / year	\$ / year	\$ / year	\$ / year		1	
Modification and Enhancement Requests (MERs) – as defined in Contract Section A.6.x.	\$ / hour	\$ / hour	\$ / hour	\$ / hour	\$ / hour	\$ / hour	\$ / hour	\$ / hour	\$ / hour	\$ / hour		600	
<b>TOTAL EVALUATION COST AMOUNT</b> (sum of evaluation costs above):													
The Solicitation Coordinator will use this sum and the formula below to calculate the Cost Proposal Score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.													
$\frac{\text{lowest evaluation cost amount from all proposals}}{\text{evaluation cost amount being evaluated}}$						$\times 20$ (maximum possible score)			$= \text{SCORE}$				
<i>State Use – Solicitation Coordinator Signature, Printed Name &amp; Date:</i>													

**Milestone / Gate Review Payment Table (see RFP Attachment 6.6 - Pro Forma Contract Section C.3.c.):**

<b>Milestone / Gate Review</b>	<b>Deliverables</b>	<b>Payment Percent</b>	<b>Amount</b>
<b>Project Initiation</b>	Project Management Plan (A.6.c.i.) Kickoff Meeting / Presentation (A.6.a.) Incoming Transition Plan (A.6.b.)	<b>5%</b>	<b>Amount will be populated by the State upon award of contract</b>
<b>Project Methodology Acceptance</b>	Work Breakdown Structure (A.6.c.i.a) Project Schedule (A.6.c.i.a) Resource Management Plan (A.6.c.i.b) Risk Management Plan (A.6.c.i.c) Issue Management Plan (A.6.c.i.d) Change Management Plan (A.6.c.i.e) Configuration Management Plan (A.6.c.i.f) Release Management Plan (A.6.c.i.g) Deliverable Review / Approval Plan (A.6.c.i.h.) Outgoing Transition Plan (A.6.c.i.l.) Security Plan (A.6.d.ii.) System Security Plan (A.6.d.iii) Plan of Action and Milestones (A.6.d.v.) Endpoint Protection Security Enforcement Rules (A.6.d.iv.) Incident Response Plan (A.6.d.vi.) Requirements Verification and Specification (A.6.e.iv.) Implementation Plan (A.6.h.) Privacy Impact Assessment (A.6.i.) Continuity of Operations Plan (A.6.m.) Test Plan (A.6.g.) Warranty Plan (A.6.c.i.n.)	<b>10%</b>	<b>Amount will be populated by the State upon award of contract</b>
<b>Design Acceptance</b>	Solution Design Standards (A.6.e.) Standardized Solution Design documents (A.6.e.vi.) Security Management Plan (A.6.e.ix.) Information Security Risk Assessment (A.6.e.x.) Interface Design (A.6.k.ii.; A.6.e.vii.) Data Conversion Plan (A.6.f.) Organizational Change Management (OCM) Plan (A.6.s.)	<b>10%</b>	<b>Amount will be populated by the State upon award of contract</b>
<b>System and Test Readiness</b>	Implement Interfaces (A.6.o.) TDOC Solution Configuration (A.6.n.) Defect Tracking Log (A.6.g.iii.c.; A.6.g.iii.d.) Software Test Results Report (A.6.p.i.) Backup and Recovery Plan (A.6.l.) Maintenance and Support Plan (A.6.w.)	<b>10%</b>	<b>Amount will be populated by the State upon award of contract</b>
<b>Implementation Readiness</b>	Training (A.6.t.) User Acceptance Testing (A.6.u.) Knowledge Transfer Plan (A.6.j.) Operations Manual (A.6.k.) Maintenance and Support Contact List (A.6.w.iii.c.) Security Assessment Plan (A.6.r.) Third-Party Security and Privacy Assessment (A.6.g.)	<b>15%</b>	<b>Amount will be populated by the State upon award of contract</b>
<b>Phased Rollout Readiness</b>	Pilot Implementation (A.6.v.) Assessment of Pilot Test Results (A.6.v.iii.d.9.)	<b>10%</b>	<b>Amount will be populated by the State upon award of contract</b>
<b>Statewide Rollout</b>	Post-Implementation Assessment Report (A.6.y.)	<b>40%</b>	<b>Amount will be populated by the State upon award of contract</b>

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

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

- two (2) contracts from two (2) state Departments of Correction with a managed population of at least 20,000 (twenty thousand) individuals where the Proposed Offender Management System is currently in use and fully deployed. Written confirmation must detail which Offender Management System modules (e.g., Medical, Case Management, Community Supervision, Parole) as defined in **Pro Forma Contract Attachment Five: OMS Requirements Matrix (Excel) and RFP Attachment 6.7 - OMS Requirements Matrix (Excel)**, are in use at each agency and number of users by user type.

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 must be used and completed, and is provided on the next page of this **RFP Attachment 6.4. – Reference Questionnaire**.

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

Written:

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

Email:

- (a) Add the Respondent's name to the standard reference questionnaire at **RFP Attachment 6.4. – Reference Questionnaire** and make a copy for each reference.
- (b) E-mail a reference questionnaire to each reference.
- (c) Instruct the reference to:
  - (i) complete the reference questionnaire;
  - (ii) sign and date the completed reference questionnaire;
  - (iii) E-mail the reference directly to the Solicitation Coordinator by the RFP Technical Response Deadline with the Subject line of the e-mail as “[Respondent's Name] Reference for RFP # 32901-31243-23”.

NOTES:

- The State will not accept late references or references submitted by any means other than the two which are described above, and each reference questionnaire submitted must be completed as required.
- The State will not review more than the number of required references indicated above.
- While the State will base its reference check on the contents of the reference e-mails or sealed reference envelopes included in the Technical Response package, the State reserves the right to confirm and clarify information detailed in the completed reference questionnaires and may consider clarification responses in the evaluation of references.
- The State is under no obligation to clarify any reference information.

**RFP # 32901-31243-23 REFERENCE QUESTIONNAIRE**

**REFERENCE SUBJECT:** RESPONDENT NAME (completed by Respondent before reference is requested)

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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:  
Erik Busby, Erik.Busby@tn.gov
- 
- 

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

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

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

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

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



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

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

**REFERENCE SIGNATURE:**

(by the individual completing this request for reference information)

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

**DATE:**

**SCORE SUMMARY MATRIX**

	<i>RESPONDENT NAME</i>		<i>RESPONDENT NAME</i>		<i>RESPONDENT NAME</i>	
<b>GENERAL QUALIFICATIONS &amp; EXPERIENCE (maximum: 5)</b>						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	<b>AVERAGE:</b>		<b>AVERAGE:</b>		<b>AVERAGE:</b>	
<b>TECHNICAL QUALIFICATIONS, EXPERIENCE &amp; APPROACH (maximum: 40)</b>						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	<b>AVERAGE:</b>		<b>AVERAGE:</b>		<b>AVERAGE:</b>	
<b>OMS REQUIREMENTS (maximum 25)</b>						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	<b>AVERAGE:</b>		<b>AVERAGE:</b>		<b>AVERAGE:</b>	
<b>ORAL PRESENTATION AND DEMONSTRATION (maximum 10)</b>						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						

	<b>AVERAGE:</b>		<b>AVERAGE:</b>		<b>AVERAGE:</b>	
<b>COST PROPOSAL (maximum 20)</b>	<b>SCORE:</b>		<b>SCORE:</b>		<b>SCORE:</b>	
<b>TOTAL RESPONSE EVALUATION SCORE: (maximum: 100)</b>						

*Solicitation Coordinator Signature, Printed Name & Date:*

**RFP # 32901-31243-23 PRO FORMA CONTRACT**

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

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

This Contract, by and between the State of Tennessee, Department of Correction (“TDOC”) and Contractor Legal Entity Name (“Contractor”), is for the provision of an Offender Management System Solution, 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 OF SERVICES:**

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, inclusive of the Contractor’s Solution being “fully functional” by June 30, 2026 and “complete” by November 30, 2026.

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

- a. “ACA” means the American Correctional Association.
- b. “Add-on Orders” means an additional directive from an attending physician, or practitioner that enhances the order it is added to, that clearly and specifically delineates how a diagnostic or therapeutic intervention is to be carried out by responsible supporting staff.
- c. “Agnostic” means web browser/software that is generalized so that it is interoperable among various systems.
- d. “Aion” means CA Aion BRE.
- e. “AIPCA” means the American Institute of Certified Professional Accountants.
- f. “Alert” means an urgent notice, including but not limited to notifications regarding action items to be performed by case managers, appointment reminders, system outages, and all other notices relevant for the Solution and its users.
- g. “API” means Application Programming Interface which is a type of software that enables two programs on a

computer to interact with each other.

- h. "Appointment" means an arrangement for a meeting.
- i. "Assessor" means a qualified, third-party, independent audit firm.
- j. "At Rest" means data that is housed physically on computer data storage in any digital form and includes both structured and unstructured data.
- k. "Backup and Recovery Plan" means providing formal documentation detailing how and when data will be backed up, what data recovery procedures to follow in the event of data loss, and details on how to recover data in the event of a disaster.
- l. "Backup and Recovery Test" means the process of testing the recoverability when faced with a data loss, the purpose of back up testing is to ensure data is fully and accurately preserved.
- m. "Board of Parole" refers to the Board in Tenn. Code Ann. § 40-28-103.
- n. "Case Management" means services that involve engagement of the offender, assessment, planning, linkage with resources, consultation with families, collaboration with behavioral health, medical, community services and security to provide efficient needs of the offender.
- o. "Case Plan" means an offender's unique plan with critical programs needed for a successful path under TDOC.
- p. "CCR" means criminal conviction record and is a process which includes the methods of receiving CCR requests to perform NCIC checks and update prior records information within the current OMS system.
- q. "CFR" means Code of Federal Regulations.
- r. "Change Management Plan" means a proposed plan for managing project changes including, but not limited to processes, scope, resources, and implementation.
- s. "Classification" means all assessments and evaluations used to determine an offender's risk level.
- t. "Cloud Build" means a fully serverless platform that allows an agency or entity to build custom development workflows for building, testing and deploying a system or Solution.
- u. "Cloud Computing" means the practice of using a

network of remote servers hosted on the Internet to store, manage, and process data, rather than a local server or a personal computer.

- v. "COBOL" means common business-oriented language.
- w. "Community Corrections" means a court-imposed form of probation.
- x. "Community Supervision" means the division of the Tennessee Department of Correction tasked with supervision and oversight of offenders at liberty in the community-at-large either on probation or parole.
- y. "Configuration Management Plan" means providing formal documentation describing the configurable items of the project identifying the items that will be recorded and updated so that the product of the project remains consistent and operable.
- z. "Continuity of Operations Plan" means providing formal documentation detailing how DOC can ensure they can continue to perform their mission essential functions during a wide range of emergencies.
- aa. "Criminal violation" means an act performed by an offender in which they violate the terms or conditions of community supervision by committing a new felony, new Class A Misdemeanor, zero tolerance violation as defined by the department of correction community supervision sanction matrix, absconding, or contacting the defendant's victim in violation of a condition of probation.
- bb. "CSP" means Cloud Service Provider which is a company or organization that provides one or more components involved in cloud computing and cloud storage.
- cc. "Cyber-Attacks" means an attempt to gain illegal access to a computer or computer system for the purpose of causing damage or harm.
- dd. "Cyberspace" means the online world of computer networks and especially the Internet.
- ee. "Dashboard" means a graphical summary of various pieces of information, used to provide an overview of either individual offender records or overall operations.
- ff. "Data Conversion Plan" means providing formal documentation that details the process of moving data from one location to another, converting from one format to another, or from one application to another.

- gg. “Data Encryption” means the translation of data into another form, or code, so that only people with access to a secret key or password can read the translated data.
- hh. “Data Factual” means information used as a basis for reasoning, discussion, or calculation.
- ii. “Defect Tracking Log” means providing formal documentation of defects detailing how to replicate the behavior, and other details necessary to resolve the problem.
- jj. “Defect Tracking Reports” means providing formal documentation that describes the defects detected, the impact of the problem, the target date for resolution, and ownership of resolution.
- kk. “Deliverable” means one of the quantifiable goods or services that must be provided to the State by the timeframe specified in this contract and accepted in writing by the State prior to the completion of the Offender Management System project.
- ll. “Deliverable Review and Approval Plan” means a plan outlining the formal process for submitting Contract Deliverables to the State for review and acceptance.
- mm. “Design Review” means a presentation by the Contractor to the State of the initial design of all software components, software configuration items, and State-customized templates that will comprise the Solution functionality.
- nn. “DHS” means the United States Department of Homeland Security.
- oo. “Discharge Planning” means the documentation of all medical, behavioral health, housing, programming, educational, vocational, and other identified needs that must continue to be met once an offender patient is released from incarceration.
- pp. “Discipline Incidents” refers to specific chargers an offender may receive, and the subsequent discipline/reporting associated.
- qq. “Disposition” means the resolution or outcome of an identified event or issue.
- rr. “Electronic Messaging” means a self-contained piece of digital communication that is designed or intended to be transmitted between physical devices.
- ss. “Electronic Signature” means symbols or other data in digital form attached to an electronically transmitted



- document as verification of the sender's intent to sign the document.
- tt. "Evidence-based" shall mean an approach to disciplines that emphasizes the practical application of the findings of the best available current research.
- uu. "Expunged" means the erasure or destroying of a paper or electronic offender record in accordance with the specifications of a certified court order.
- vv. "Facility" means something that is built, installed, or established to serve a particular purpose.
- ww. "FBI" means the Federal Bureau of Investigation.
- xx. "Federal Chief Information Officer Council" means the principal interagency forum on Federal agency practices for information technology.
- yy. "FedRAMP" means the Federal Risk and Authorization Management Program.
- zz. "File Transfer Protocol" or FTP means a standard for the exchange of program and data files across a network.
- aaa. "Final Project Report" means providing formal documentation detailing all services actually performed within the project and comparing them with the originally agreed scope of services. Solution
- bbb. "FISMA" means the Federal Information Security Modernization Act of 2014 - S.2521 - 113th Congress (2013-2014): Federal Information Security Modernization Act of 2014. (2014, December 18).  
<https://www.congress.gov/bill/113th-congress/senate-bill/2521>.
- ccc. "Functional testing" means a type of Solution testing that checks the Contractor's Solution's ability to complete operational requirements and meet specifications.
- ddd. "Gantt chart" means a project management tool which shows activities such as tasks or events and the timeframe in which they will take place.
- eee. "Gate Passes" mean written or digital approved documents authorizing an offender to leave the facility of record, stating the reason for departure, the destination, and timeframe for absence.
- fff. "Gate Review" refers to the process during which a Contractor is evaluated to determine if all Gate Review milestones and deliverables have been delivered and

- accepted.
- ggg. “General Equivalency Diploma Test (GED)” means the high school equivalency test administered by the GED Testing Service.
- hhh. “GSA” means the United States General Services Administration. “Grievances” refers to the process that takes place when an Offender files a grievance.
- iii. “GSA” means the United States General Services Administration.
- jjj. “Hardware or Computer Hardware” means the physical components that a computer system requires to function.
- kkk. “Help Desk” means Solution Contractor or Subcontractor technical support personnel, who are knowledgeable and technically trained to answer/resolve Solution technical support problems for authorized State and other Contractor staff, as well as, address Solution Hardware failures.
- lll. “HIPAA” means the Health Insurance Portability and Accountability Act of 1996.
- mmm. “Housing Bed Management” means the practice of providing the correct bed for an offender through the effective management of agency resources.
- nnn. “IAD” means Infrastructure Architecture Design.
- ooo. “Implementation Plan” means providing formal documentation defining how a project will be executed. Implementation plans explain the strategic goals and steps involved in a project, define the project completion timeline, and list the resources, including team members, necessary for a successful project
- ppp. “Incoming Transition Plan” means a written deliverable that includes proposed methods for transferring knowledge, orienting the State to the Contractor’s team, introducing the tools, methodologies, and business processes, and plans to complete all applicable State and Federal security trainings.
- qqq. “Intake” means activities including establishment of files and examinations and assessments of an offender’s physical and mental health, criminogenic risks and needs, supervision, programming and educational needs conducted at commitment or return to confinement.
- rrr. “Integration Test” means the process of testing individual units to ensure that all work together as a whole.

- sss. “Interface Design” means interfaces created by the Contractor to allow two-way data and information flow between the Solution and applications.
- ttt. “Interoperability” means the ability of computer systems or software to exchange or make use of information.
- uuu. “Investigations” means the process of accurately monitoring offenders to conduct and evaluate evidence.
- vvv. “OS” means the operating system software that operates Apple mobile devices such as iPhones, iPad tablets or MAC desktop computers.
- www. “iPad” means a tablet device produced and sold by Apple.
- xxx. “iPhone” means a smartphone produced and sold by Apple.
- yyy. “IRP” means Incident Response Plan which is a document that establishes roles and responsibilities to be acted upon in the case of an incident (e.g., a cybersecurity incident). This plan shall include provisions such as but not limited to methods for assigning an incident manager and processes for post-incident retrospective meetings.
- zzz. “ISRA” means Information Security Risk Assessment which is a document that details potential risks to information technology infrastructure and classifies the severity of risks.
- aaaa. “Issue Management Plan” means providing formal documentation of procedures for defining issue controls, issue identification, and resolution and action item tracking over the course of the project.
- bbbb. “Judgment Order” means a decision from a court order with the conviction.
- cccc. “Kickoff Meeting Presentation” means the formal project kickoff meeting in which the Contractor and State initiate the project by introducing the Contractor to State project stakeholders, and ensure agreement regarding project objectives, roles and responsibilities, strategy, and known risks.
- dddd. “Knowledge Transfer Plan” means providing formal documentation that systematically identifies, captures, and documents critical information from experts across a business. It also ensures that this information is structured, stored, and transferred to everyone who could benefit from it.

- eeee. “Limited English Proficiency or LEP” means an individual who requires interpreting assistance due to a limited ability to speak and comprehend English.
- ffff. “Maintenance and Support Plan” means providing formal documentation that details the software update entitlement, the technical support services made available by the Contractor during the maintenance and support term, and details on how the maintenance and support plan works.
- gggg. “Managed population” means incarcerated individuals and those who are on Community Supervision or equivalent.
- hhhh. “Medical” means the necessary care provided to offenders to support their mental and physical health while also managing their behavior and minimizing the risk of harm to themselves or others.
- iiii. “Mobile Device” means a computing platform that not meant to be stationary.
- jjjj. “Model Design” means a series of products which demonstrate the plan for the Solution. The products in the Model Design include the Infrastructure Architecture Design, Requirements Verification and Specification, Solution Design Documents, and Interface Design.
- kkkk. “Modern Technology Platform” means a platform including analytics, database and data management, tools for application development and extension, integration and intelligent technologies such as artificial intelligence, machine learning and the Internet of Things.
- llll. “Modification and Enhancement Request” or “MER” means a written request from the State to the Contractor, and which includes the requestor name and role, a brief description of the requested modification, the reason or justification for the modification, requirements and specifications, a request for a cost estimate, approximate time (hours) and resources necessary to complete the modification or enhancement, and a requested or mandated delivery date.
- mmmm. “Monthly Progress Report” means providing formal documentation of work performance information compiled into monthly project documents intended to generate decisions or raise issues, actions, or awareness.
- nnnn. “Movement and Counts” means the validation of offender counts within a facility, as well as any actions taken to validate facility

security, and ensure accountability inclusive of movements both within and between facilities and outside of facilities.

- oooo. "NIST Special Publication 800-53" means a National Institute of Standards and Technology publication titled, "Security and Privacy Controls for Information Systems and Organizations"  
<https://csrc.nist.gov/pubs/sp/800/53/r5/upd1/final>.
- pppp. "Network" means a system of computers or peripherals that are able to communicate with each other
- qqqq. "No Shows" means an Offender who did not report for a scheduled appointment.
- rrrr. "Notification" means the act or an instance of notifying or a written or printed matter that gives notice.
- ssss. "NSA" means the United States National Security Administration.
- tttt. "OCM Plan" means Organizational Change Management Plan which is a document that describes how a Contractor will effect manageable, positive change for an organization and gain trust and buy-in.
- uuuu. "Offender" means an accused defendant in a criminal case, or one convicted of a crime.
- vvvv. "Offline" means the operation of a computer hardware and software system when the system is not connected to either an internal or external network.
- wwww. "OMB" means the United States Office of Management and Budget.
- xxxx. "OMS" means Offender Management System.
- yyyy. "Operations Manual" means providing formal Solution documentation required by an organization to maintain, operate, and support the Solution delivered by the project.
- zzzz. "Outgoing Plan" means the plan consisting of formal documentation that indicates completion of the project and the transfer of the completed project deliverables to others, such as an operations group.
- aaaaa. "Parole" means the release of a prisoner to the community by the Tennessee Board of Parole.
- bbbbb. "Parole Eligibility" means parole consideration.
- ccccc. "Performance Test" means to test whether the system is working as expected as it directly relates to certain

scenarios.

- dddd. "PIA" means Privacy Impact Assessment which is a document that ensures privacy protections are incorporated into every stage of a technology system's lifecycle and measures the effectiveness of these protections.
- eeee. "Pilot" means the first production use or test of the Solution at one or more facilities to validate the Solution meets TDOC's requirements in a live, operational environment.
- ffff. "Plan of Action and Milestones" means a document that identifies necessary activities and tasks to develop a product or complete a phase of work. The document outlines the required resources, lists key milestones, and completion dates.
- ggggg. "Post-Implementation Assessment Report" means providing formal documentation detailing whether project objectives were met, how effectively the project was run, and lessons learned for the future and ensures that the organization gets the greatest possible benefit from the project.
- hhhhh. "Pre-Implementation Assessment" means a series of activities undertaken at the stage of preparing an IT project.
- iiii. "PREA" means the Prison Rape Elimination Act found within the Code of Federal Regulations, Title 28, Part 115.
- jjjj. "Probation" means the following suspended sentences: regular probation, pre-trial diversion, probation technical violation, determinate release, and memorandum of understanding.
- kkkkk. "Programs" means rehabilitation programs for offenders.
- llll. "Project Schedule" means a product that lists the work packages to be performed for the project, and a schedule baseline that will be used as a reference point for managing project progress as it pertains to schedule and timeline.
- mmmmm. "Project Steering Committee" means STS staff, TDOC Executive Leadership and TDOC staff overseeing and involved with procurement, system design, testing and implementation.
- nnnn. "Property" means the physical property an offender brings with them to a facility which is noted and stored.

- oooo. "PTVDP" means Parole Technical Violator Diversion Program.
- pppp. "Quarterly Service Level Report" means providing formal documentation that includes a customized collection of metrics about technical system indicators for a dedicated Solution landscape.
- qqqq. "Reception and Commitment" means the process of all activities associated with the intake and initial capture of data for offenders.
- rrrr. "Reentry" means return from the institution to the community at large outside of the facility.
- ssss. "Reentry Support" means providing all documentation, treatment and programming contact information, medication, and training to an offender to assist in the offender's successfully leaving the institution and reentering the community at large.
- tttt. "Reporting" refers to the various key performance indicators which are to be captured related to offender data within the OMS.
- uuuu. "Requirement Verification and Specification" means providing formal documentation of the specification including examining the business needs in light of the Solution to specify specific Solution requirements.
- vvvv. "Resource Management Plan" means providing formal documentation that provides guidance on how project resources will be categorized, allocated, managed, and released over the course of the project.
- wwww. "Revocation" means a BOP action that terminates an offender's parole and removes him/her from supervision in the community.
- xxxx. "Risk Management Plan" means providing formal documentation of the approach for identifying, analyzing, and monitoring risks over the course of the project.
- yyyy. "RMP" means Release Management Plan which is formal documentation of the detailed plan that defines the process of planning, designing, scheduling, testing, deploying, and controlling software releases. It outlines procedures for release and deployment of system components, including details on how the Contractor will manage the release of all software upgrades. RMP includes the Contractor's System Development Lifecycle for modifying, testing, and installing changes including the roles and responsibilities of the Contractor and the State in the installation of releases in the test, training, and production environments; identification and definition

of the development, testing, and training environments to be used by the Contractor and the State, access requirements, approach for monitoring, planning, and installing patches, releases, and upgrades; and plan for installing emergency hardware and software changes.

- zzzzz. "Role-Based Security" means a principle used by software developers to limit access or restrict operations according to a user's role within the system or organization.
- aaaaaa. "SaaS" means Software as a Service.
- bbbbbb. "SAP" means Security Assessment Plan.
- cccccc. "SAR" means Security Assessment Report.
- dddddd. "SAS 70" means a security audit or detailed report by a certified public accountant or licensed public accounting firm.
- eeeeee. "Scheduling" means the module that facilitates the making of an appointment, possibly outside of the resident facility, as well as notifying and arranging for offender transportation to the appointment.
- fffff. "SCQI" means Statewide Continuous Quality Improvement Committee.
- gggggg. "SDLC" means System Development Lifecycle.
- hhhhh. "Search" means the examination of a person's body, property, or other area.
- iiiiii. "Secure Shell" or "SSH" means a cryptographic network protocol for operating network services over an unsecured network.
- jjjjj. "Security" refers to the specific measures and processes for ensuring safety of the OMS system.
- kkkkkk. "Security Management Plan" means a document that describes how a project team or Contractor will manage Security activities for the project Implementation and Operations and Maintenance. The plan is used at the beginning of the project to ensure that proper resources, functions, and teams are being properly aligned specific to supporting the successful security and privacy of the project.
- lllll. "Segregation Unit" means the housing of offenders in special units separate from the general population, as defined in TDOC Policy 506.14.
- mmmmm. "Sentencing and Time Accounting" means the process of



calculating dates relevant to an offender's maximum release date, parole eligibility date, discharge date and any other dates relevant to a major change in the offender's sentence status including types of sentence credits which may be applied.

- nnnnnn. "SFTP" means Secure File Transfer Protocol.
- oooooo. "Software Test Results" means providing formal documentation detailing the results of individual unit, system, integration, and performance tests and all test activities and final project test results.
- pppppp. "Solution" means the sum of the Services, including work product, Deliverables, intellectual property, and Documentation that comprises the system, functionality, and operations that Contractor will deliver under this Contract.
- qqqqqq. "Solution Design" means providing formal documentation of precise technical documents that include the definition of the functional feature set or scope, the technical Solution approach and architecture, guidelines for designing or configuring the user interfaces, and the functional and technical specifications with a full-fledged visual prototype.
- rrrrrr. "Specialized Case Unit" means the probation parole unit responsible for the supervision of registered sex offenders, historical sex offenders, and known motivated offenders in accordance with the Sex Offender Standards of Supervision, TDOC Policy 704.04.
- ssssss. "SSP" means System Security Plan which outlines the strategies and policies for handling privacy, security, and HIPPA compliance.
- tttttt. "STG" means Security Threat Group which is a group of individuals possessing common characteristics which serve to distinguish them from other individuals or groups who have been determined to be acting in concert, so as to pose a threat or potential threat to staff, other inmates, the institution, or the community (See TDOC Inmate Rule and Regulations – August 2023).
- uuuuuu. "STG Gang Management" means identifying an offender and assigning a STG classification.
- vvvvvv. "STRONG-R or VRNA" means Static Risk Offender Needs Guide for Recidivism.
- wwwwww. "Supervision Level" means the category to which an offender is assigned and determines the standards of the offender's supervision requirements.

- xxxxxx. “Synthetic data” means metrics, numbers, words, or other bits of information that are fictitious or computer generated. Synthetic data are not obtained through channels such as research or surveys. Using synthetic data in the testing environment means that true user data and personal information is not in use and is thereby protected.
- yyyyyy. “System Test” means testing of the entire system as a whole to make sure the system performs as the requirements outline.
- zzzzzz. “Technical violation” means an act performed by an offender in which they violate the terms or conditions of community supervision by committing an act that is not a new felony, new Class A Misdemeanor, zero tolerance violation as defined by the department of correction community supervision sanction matrix, absconding, or contacting the defendant’s victim in violation of a condition of probation (Tenn. Code § 40-35-311).
- aaaaaaa. “Test Plan” means providing formal documentation that details how tests will be performed and includes defining test objectives, approach, tools, acceptance criteria, test environment, test schedules, team responsibilities, and composition.
- bbbbbbb. “TOMIS” means the Tennessee Offender Management Information System.
- ccccccc. “Training Environment” means seeded data for training classes, to be maintained by the Contractor for the term of the contract allowing TDOC to deliver new-hire training ongoing.
- ddddddd. “Training Plan” means providing formal documentation that communicates to management and stakeholders details of the proposed training program, including trainers, materials, and other resources.
- eeeeeee. “Trust Accounting” means the processes which allow offenders to receive and withdraw funds, as well as the accurate processing of applicable fees.
- ffffff. “UAT” means User Acceptance Testing which is the final phase of Solution testing in which users test aspects of the Solution as though they were using it in a fully operational (i.e., daily use) manner.
- ggggggg. “UCR” means Uniform Crime Reporting.
- hhhhhhh. “Unit Test” means a type of software testing where individual components of a software are tested. Unit Testing of the software product is carried out during the

development of an application.

- iiiiii. "Victim Advocacy" means the module that notifies registered victims of certain offender movements which include consideration for pre-release and parole, the subsequent decisions and movement through those processes until actual release from incarceration and sentence.
- jjjjjj. "Visitation" means the opportunity for individuals who have completed the TDOC visitor application and approval process to be able to visit an inmate in a TDOC facility.
- kkkkkk. "Volunteer and Religious Services" means tracking the needs and use of special offender services by incarcerated offenders.
- llllll. "WAN" mean Wide Area Network which is a telecommunications system that enables connections between devices over a large geographic area.
- mmmmmm. "WBS" means Work Breakdown Structure, which is the hierarchical decomposition of the total scope of work to be carried out by the project team to accomplish the project objectives and create the required deliverables. The WBS shall include both Contractor and State tasks.
- nnnnnn. "Weekly Status Report" means providing formal documentation of work performance information compiled into a weekly project document intended to generate decisions or raise issues, actions, or awareness.
- oooooo. "Windows" means the Microsoft operating system software for desktop and laptop computers or tablets.
- pppppp. "Work and Education Release" means the process of retrieving and reviewing an offender's referral request, whether it be for work or education.

A.3. Project Description. The Contractor shall provide a COTS Integrated OMS that meets the requirements of TDOC and supports the operations of all the functions within the TDOC. The Contractor shall provide a Cloud-based system operated as a SaaS model. The Contractor shall be responsible for the following activities:

- A.3.a. Conduct all required Project Planning and Management activities to ensure successful implementation of the Solution at the TDOC locations within the State of Tennessee;
- A.3.b. Conduct fit gap sessions to identify the gaps between the COTS product and the functional and technical requirements of the TDOC;
- A.3.c. Conduct configuration and customization activities to modify the COTS product based on the results of the fit gap analysis;

- A.3.d. Conduct Data Conversion Planning and execution to convert data from the legacy system(s) to the Solution;
  - A.3.e. Develop and execute System, Integration, and User Testing;
  - A.3.f. Develop a detailed Implementation plan to implement the COTS across all the TDOC facilities and offices. The Contractor shall ensure that the Implementation Plan is inclusive of the development of system documentation;
  - A.3.g. Conduct Training activities to train the TDOC staff in the use of the Solution;
  - A.3.h. Integrate the various internal and external systems;
  - A.3.i. Maintain and operate the system for the TDOC as required; and
  - A.3.j. Develop reports to support each module as well as Executive-level reports based on the requirements.
- A.4. Scope. The Contractor shall ensure that the Solution is comprised of but not be limited to the functional modules identified below. The Contractor shall ensure that the Solution integrates with the Interfaces related to each module and include functionality across modules for sending notifications, scheduling offender appointments, and reporting capabilities.
- A.4.a. Reception and Commitment;
  - A.4.b. Property;
  - A.4.c. Classification;
  - A.4.d. Housing;
  - A.4.e. Prison Rape Elimination Act (PREA);
  - A.4.f. Security Threat Group (STG);
  - A.4.g. Security, Movement, and Counts;
  - A.4.h. Sentencing - Technical;
  - A.4.i. Sentencing - Functional;
  - A.4.j. Case Management;
  - A.4.k. Programs;
  - A.4.l. Work and Education Release;
  - A.4.m. Scheduling;
  - A.4.n. Medical;

- A.4.o. Volunteer and Religious Services;
- A.4.p. Trust Accounting;
- A.4.q. Visitation;
- A.4.r. Central Records;
- A.4.s. Facility Records;
- A.4.t. Criminal Conviction Record (CCR);
- A.4.u. Victim Advocacy;
- A.4.v. Discipline and Incidents;
- A.4.w. Investigations;
- A.4.x. Grievances;
- A.4.y. Release Discharge;
- A.4.z. Board of Parole;
- A.4.aa. General Reporting;
- A.4.bb. Executive Reporting;
- A.4.cc. Technical Requirements;
- A.4.dd. Community Supervision;
- A.4.ee. Non-Core Requirements.

A.5. System Overview. The Contractor shall provide a Solution that ensures that providers of all disciplines have immediate access to offender records, including the following:

- A.5.a. Continuity of Support.
  - A.5.a.i. Providing real-time access to offender records regardless of location;
  - A.5.a.ii. Enabling electronic exchange of standard offender data with external partners; and
  - A.5.a.iii. Enabling effective transition of case management to community providers upon offender discharge.
- A.5.b. Enabling Evidence-based Decision Making. The Contractor shall ensure that the Solution is capable of the following:
  - A.5.b.i. Establishing real-time reporting for incident response, identifying at-risk offenders, and programming support; and
  - A.5.b.ii. Automating best practice and decision support to ensure optimal decisions.
- A.5.c. Staff Efficiency. The Contractor's Solution shall improve overall staff efficiency by:

- A.5.c.i. Implementing standardized workflows based across all correctional facilities;
  - A.5.c.ii. Establishing management reporting that provides accurate, timely information to support administrative oversight; and
  - A.5.c.iii. Facilitating daily monitoring of outstanding tasks and overall population indicators.
- A.5.d. Solution Architecture. The Department requires a SaaS / cloud hosted Solution which is to be deployed across Tennessee's fourteen (14) prisons and seventeen (17) Community Supervision districts. The Solution shall:
- A.5.d.i. Be an established product that is currently in use at other State Correctional facilities;
  - A.5.d.ii. Satisfy the Department's defined requirements as documented in **Pro Forma Contract Attachment Five – OMS Requirement Matrix**;
  - A.5.d.iii. Operate on a modern technology platform enabling ease of maintenance and adaptability to future changes;
  - A.5.d.iv. Be accessible from any facility; and
  - A.5.d.v. Be readily interfaced with external partners.
- A.5.e. Solution Expansion. The Contractor's Solution shall possess expansion capabilities for future implementation at additional TDOC facilities and Tennessee county jails.
- A.5.f. The Contractor's Solution shall migrate and convert legacy data from other State systems into its database prior to site activation as specified in Data Conversion Plan, as detailed in Section A.6.f. The State will provide the list of legacy data and a system from which to convert.
- A.5.g. Document Scanning. The Solution shall support the scanning and indexing of paper-based records associating documentation to an offender with notation of type of document.
- A.5.h. Reporting. The Solution shall support enterprise-level reporting.
- A.5.i. Solution Support. The Solution shall be supported by the Contractor's Helpdesk three hundred sixty-five (365) days per year, seven (7) days per week, twenty-four hours per day.
- A.5.j. Technology Standards. The Solution must align with the State STS Security Policies <https://www.tn.gov/finance/strategic-technology-solutions/strategic-technology-solutions/sts-security-policies.html> as may be revised.
- A.5.k. Project Milestones/Gates. The Contractor shall meet the following key milestones/gates by producing the associated deliverables noted in the Milestone/Gate Review table C.3.c.
- A.5.k.i. Project Initiation;
  - A.5.k.ii. Project Methodology Acceptance;
  - A.5.k.iii. Design Acceptance;
  - A.5.k.iv. System and Test Readiness;
  - A.5.k.v. Implementation Readiness;
  - A.5.k.vi. Phased Rollout Readiness;
  - A.5.k.vii. Statewide Rollout.
- A.6. Key Deliverables. The Contractor shall ensure that it meets the following key deliverables as set forth in this Contract, including the following:

- A.6.a. Kickoff Meeting Presentation. The Contractor shall participate in a State-led Kickoff meeting within seven (7) calendar days after the Effective Date of this Contract. During the meeting, the Contractor shall:
  - A.6.a.i. Introduce the Contractor team, denoting roles and responsibilities by presenting a Project Team Organization Chart and Team Roster;
  - A.6.a.ii. Present the Contractor's Implementation Methodology;
  - A.6.a.iii. Provide an understanding of the proposed implementation schedule including key milestones by presenting a high-level Gantt chart; and
  - A.6.a.iv. Present the Contractor's Project Management approach to provide an understanding of how the Contractor will manage the project.
  
- A.6.b. Incoming Transition Plan. The Contractor shall coordinate with the State to plan and implement an onboarding process for the Contractor team personnel. Within fourteen (14) calendar days after the Contract Period Beginning Date, the Contractor shall submit the Incoming Transition Plan to the State in writing for review and acceptance. The Contractor shall ensure that the Incoming Transition plan includes the following:
  - A.6.b.i. State transition of historic project knowledge assets to the Contractor;
  - A.6.b.ii. Orientation program to introduce State personnel, programs, and users to the Contractor's team, tools, methodologies, and business processes, including facility level kickoffs, workflow validation, technical assessments and presentation of a Site Discovery / Gap Analysis reports; and
  - A.6.b.iii. Completion of all applicable State and Federal security training, including remote Pre-Service Training and Contractor On-Site Orientation.
  
- A.6.c. Project Management and Reporting. The Contractor shall designate a single Project Manager to serve as the Contractor's primary point of contact for all activities and issues. The Contractor shall ensure that its Project Manager provides sufficient management of the project to ensure that all project activities are performed efficiently, accurately, and on schedule. The Contractor shall ensure that the Project Manager shall coordinate as necessary with the State Project Director, who will serve as the State's primary point of contact with the Contractor. The Contractor shall ensure that the Project Manager submits timely and accurate submission of project management Deliverables to the State Project Director as listed below:
  - A.6.c.i. Project Management Plan. The Contractor shall work with the State Project Director to develop a master Project Management Plan that describes the approach, activities, stages, stage entrance / exit criteria, duration, risks, and implementation for all project work. The Contractor shall be responsible for the development and ongoing maintenance of the master Project Management Plan. Within forty-five (45) calendar days after the Contract Period Beginning Date the Contractor shall submit the Project Management Plan to the State in writing for review and acceptance. The Contractor shall ensure that the Project Management Plan includes the following:
    - A.6.c.i.a. WBS and Project Schedule that lists the work packages to be performed for the project, and a schedule baseline;
    - A.6.c.i.b. Resource Management Plan that describes how the Contractor will staff all of their resources for the project, what skills sets are required, vacation time, and the hiring and firing of Contractor personnel;
    - A.6.c.i.c. Risk Management Plan that describes a plan for documenting potential project risks, mitigation strategies, and risk management processes;

- A.6.c.i.d. Issue Management Plan that describes a plan for documenting, tracking, and reporting issues, including the process for elevating issues for joint management decision by the Contractor and the State;
- A.6.c.i.e. Change Management Plan that describes a proposed plan for managing project changes including, but not limited to processes, scope, resources, and implementation;
- A.6.c.i.f. Configuration Management Plan that describes procedures for version control for all Deliverables and artifacts, including configurations, documentation, executables, execution plans, including rollback. The Configuration Management Plan shall include a process to ensure the status of all existing Deliverables is known; that only approved versions are released for production use; that prior released versions can be recreated; and that changes are made to released Deliverables only when authorized by the State. The Plan needs to specify where Deliverables and artifacts are to be stored and who can access;
- A.6.c.i.g. RMP that outlines procedures for release and deployment of system components, including details on how the Contractor will manage the release of all software upgrades and includes the Contractor's SDLC.
- A.6.c.i.h. Deliverable Review and Approval Plan that outlines the formal process for submitting Contract Deliverables to the State for review and acceptance. Within thirty (30) calendar days after the Effective Date of this Contract, the Contractor shall submit the Deliverable Review and Approval Plan to the State for review and acceptance. The Contractor shall ensure that the Deliverable Review and Approval Plan includes timeframes, mechanism to deliver feedback, and formal sign-off forms.
- A.6.c.i.i. The Contractor shall prepare and submit to the State Project Director a written Weekly Status Report. The Contractor shall ensure that the Weekly Status Report contains a synopsis of the status of activities, outstanding issues and expected resolution dates, expended level of effort, key risks/issues, and past due and at-risk tasks. The Contractor shall provide, at a minimum, open functional and technical questions, requests for information, schedule for resources for the coming week, and requests for documentation. The Contractor shall submit a Weekly Status Report to the State no later than close of business on the first business day of each week.
- A.6.c.i.j. The Contractor shall prepare and submit to the Project Steering Committee a written Monthly Progress Report throughout the Contract duration. The Contractor shall submit the Monthly Progress Report to the State no later than the fifth (5th) of each month. The Contractor shall ensure that the monthly Progress Reports contain, at a minimum:
  - A.6.c.i.j.1. Progress towards project milestones;
  - A.6.c.i.j.2. Explanations of schedule variances relative to the previous month's progress report and the baseline schedule and cost projections;
  - A.6.c.i.j.3. Updates on implementations;
  - A.6.c.i.j.4. Status of deliverables;



- A.6.c.i.j.5. Action Items and status;
- A.6.c.i.j.6. Status of Modification and Enhancement Requests (MERs); and
- A.6.c.i.j.7. Updated Work Breakdown Structure including incorporated Department tasks.
- A.6.c.i.k. The Contractor shall track progress against the Project Schedule and shall report progress to the State in the Weekly Status Report. The Contractor shall ensure that the report includes, at a minimum, an assessment of progress against the project workplan / work breakdown structure for both Contractor and State tasks, and any slipped or slipping tasks. For any planned tasks that are not worked or completed during the reporting period of the seven days included in that report, the Contractor shall include an explanation of the failure to meet the schedule and detailed plans to overcome the failure and prevents its recurrence.
- A.6.c.i.l. The Contractor shall create and deliver a draft Outgoing Transition Plan in writing to the State within six (6) months of the Contract Beginning date. The Contractor shall update the draft Outgoing Transition Plan every twelve (12) months thereafter. In the final year of this Contract, the Contractor shall prepare and deliver an Outgoing Transition Plan to the State in writing no later than six (6) months prior to the Contract Ending Date and three (3) calendar months prior to the Contract Ending Date.
- A.6.c.i.m. The Outgoing Transition Plan shall describe how the Contractor will assist the State in planning and implementing a complete transition in the months before and at the expiration of the Contract. This shall include formal coordination with State staff and successor staff and management. The Outgoing Transition Plan must address transition of Data and Services from Contractor and its subcontractors to Department and to any Contractors that Department designates, without causing any unnecessary interruption of or adverse impact on the Services. Additionally, the plan shall include:
  - A.6.c.i.m.1. Transfer of any applicable software licenses;
  - A.6.c.i.m.2. Migration of TDOC data to new Solution;
  - A.6.c.i.m.3. Transfer of all applicable documentation to include all documents prepared pursuant to this Contract;
  - A.6.c.i.m.4. Disposition of any Contractor purchased TDOC owned assets, including computer equipment; and
  - A.6.c.i.m.5. Return of all State keys, ID/access cards, and security codes.
- A.6.c.i.n. The Contractor shall describe in detail how it will meet the requirements of the Warranty as described in A.10.
- A.6.c.i.o. Completion of applicable state background checks.
- A.6.d. Hosting. The Solution must be robust, responsive, and scalable as defined by, FedRAMP, NIST, and State standards and shall have ninety-nine point nine percent (99.9%) uptime. The Contractor shall provide a FedRAMP government cloud-hosted solution. The Contractor shall store all TDOC data

currently stored off-site, including data in the cloud, in a Contractor-hosted environment with data centers residing within the continental United States of America. Within forty-five (45) days of the Effective Date of this Contract, the Contractor shall present its Architecture Design that encompasses the following:

- A.6.d.i. Enterprise Architecture. Design and deploy in collaboration with the State an Enterprise Architecture including ancillary and any third-party solutions needed to meet the requirements of the TDOC Solution.
- A.6.d.ii. An overall Security Plan that includes a full security risk assessment and details:
  - A.6.d.ii.a. How the Contractor-hosted OMS is protected;
  - A.6.d.ii.b. How data in transit and at rest is secure / encrypted;
  - A.6.d.ii.c. How the Solution integrates with the State's Active Directory; and
  - A.6.d.ii.d. How role-based security is defined and managed. The Contractor shall adhere to the principle of least privileges and limit access to documentation that contains specific IP addresses, server names, node IDs, or other technical information that could compromise the security of the Solution, to the level required for performance of necessary activities.
- A.6.d.iii. The Contractor shall develop an SSP documenting the strategies and State policies for handling privacy, security, and HIPPA compliance that provides the following:
  - A.6.d.iii.a. System Identification.
    - A.6.d.iii.a.1. Executive summary providing a short, high-level description appropriate for achieving an executive-level understanding of what the system is, what sensitive data it processes, and what key protections have been applied;
    - A.6.d.iii.a.2. System identification providing an overall description of the business process(es) associated with the IT system and an overall description of the IT system environment supporting the business function.
  - A.6.d.iii.b. System Controls
    - A.6.d.iii.b.1. Implementation descriptions of the integrated security controls detailing how the system addresses the requirements and standards.
  - A.6.d.iii.c. Privacy Controls
    - A.6.d.iii.c.1. Implementation descriptions of the integrated privacy controls detailing how the system addresses the requirements and standards.
  - A.6.d.iii.d. SSP Attachments
    - A.6.d.iii.d.1. Equipment listing consistent with CM-8 (Configuration Management as per NIST Special Publication 800-53) that supports the system/application
    - A.6.d.iii.d.2. Software listing consistent with Configuration Management as per NIST Special Publication 800-53 that supports the system/application

- A.6.d.iii.d.3. Detailed configuration settings consistent with CM-2 (Configuration Management as per NIST Special Publication 800-53) and CM-6 (Configuration Management as per NIST Special Publication 800-53) that satisfy the required baseline configurations
    - A.6.d.iii.d.4. SSP acronyms and abbreviations used in the SSP
    - A.6.d.iii.d.5. SSP glossary containing terms used in the SSP
  - A.6.d.iv. The Contractor shall configure and develop Endpoint Protection Security Enforcement rules/policies, and other similar measures and schedule scans to continuously protect the Solution from, but not limited to, anti-malware, ransomware, persistent threat, and data-loss attack activities monitored in real-time.
  - A.6.d.v. The Contractor shall develop a Plan of Action and Milestones. The Contractor shall ensure that its plan contains identified deficiencies in the control environment, as defined by the SSP. The Contractor shall detail remediation of any planned control actions or assessment findings needing remediation.
  - A.6.d.vi. The Contractor shall develop, maintain, and test an IRP with key partner roles both internal and external on an annual basis in accordance to the NIST Special Publication 800-61 Revision 2 guidelines and the State's Enterprise Security Policy to comply with all applicable Federal and State breach notification laws. Incident response roles and responsibilities must be clearly outlined, and a RACI developed between the CSP, TDOC, Contractor, and Subcontractor, as appropriate, in event and security Incident triage, analysis, containment, mitigation, response, and recovery.
- A.6.e. Solution Design Standards.
  - A.6.e.i. The Contractor shall be responsible for ensuring that the proposed Solution design and implementation is at a minimum compliant with the standards listed below and that system upgrades maintain compliance with the below standards:
    - A.6.e.i.a. The State STS Security Policies  
<https://www.tn.gov/finance/strategic-technology-solutions/strategic-technology-solutions/sts-security-policies.html> as may be revised.
    - A.6.e.i.b. ISC Information Resources Policies  
<https://www.tn.gov/content/tn/finance/strategic-technology-solutions/strategic-technology-solutions/sts-security-policies/isc-information-resources-policies.html>
    - A.6.e.i.c. If a need arises during the project for an additional standards exception, the Contractor shall submit a written request through the State's established exception review process. The State will review the request and provide a written disposition on the request. If the State denies the request, the Contractor shall implement an acceptable Solution at no additional cost to the State.
  - A.6.e.ii. The Contractor shall ensure that any System programs developed or provided by the Contractor under this Contract to TDOC:
    - A.6.e.ii.a. Contains no hidden files;
    - A.6.e.ii.b. Does not replicate, transmit, or activate itself without control of a person operating computing equipment on which it resides;

- A.6.e.ii.c. Does not alter, damage, or erase any data or computer programs without control of a person operating the computing equipment on which it resides;
- A.6.e.ii.d. Contains no virus or similar code known or unknown to the Contractor;
- A.6.e.ii.e. Contains no enabled restrictive key, node lock, time-out or other function, whether implemented by electronic, mechanical, or other means, which limits/hinders the use or access to any software programs based on residency on a specific hardware configuration, frequency of duration of use, or other limiting criteria.
- A.6.e.ii.f. The Contractor shall notify TDOC if any of the above conditions are not met within two (2) hours of discovery.
- A.6.e.iii. The State is responsible for providing power, network connectivity and adequate bandwidth at each site the TDOC Solution is to be deployed. The State shall procure and support any end-user hardware, devices, and peripherals required to support TDOC Solution. The Contractor shall define the network, desktop, device, and peripheral requirements for each site.
- A.6.e.iv. Requirements Verification and Specification. The Contractor shall work with State project team members, as identified by the State, to verify the requirements outlined in Attachment Five, OMS Requirements Matrix. The Contractor shall document any necessary requirements changes or requirement gaps identified during the requirements verification process. At a date mutually agreed upon by the State and Contractor and in accordance with the Project Schedule, the Contractor shall prepare and deliver to the State in writing for review and approval a Requirements Verification and Specification Plan that includes:
  - A.6.e.iv.a. Recommendations for improvements to the requirements included in Attachment Five, OMS Requirements Matrix; and
  - A.6.e.iv.b. A Requirements Traceability Matrix, specifically for the TDOC Solution, which contains the requirements from Attachment Five, OMS Requirements Matrix, and documentation of any changes or gaps identified during the requirements verification process.
- A.6.e.v. The Contractor shall not proceed with the phased Pilot Implementation Rollout until the Requirements Verification and Specification Plan is completed and accepted, in writing, by the State.
- A.6.e.vi. Standardized Solution Design. The Contractor shall be responsible for facilitating the design of the Solution and subsequently performing a gap analysis identifying areas where either the Solution design needs to be amended or workflows need to change. The Contractor shall create and deliver to the State design documentation that shall include, at a minimum, the following:
  - A.6.e.vi.a. TDOC Solution requirements as documented in the State-Approved Requirements Verification and Specification Plan, including reporting requirements;
  - A.6.e.vi.b. Gap Analysis Results;
  - A.6.e.vi.c. Role-Based Curriculum that describe how end-users perform routine tasks;
  - A.6.e.vi.d. Security Design, including: all Security Requirements as described in STS Security Policy Documentation found here: <https://www.tn.gov/finance/strategic-technology->

solutions/strategic- technology-solutions/sts-security-policies.html

- A.6.e.vi.e. Any design specifications needed to meet the Business Associate Agreement, or "BAA,"; and the State's Enterprise Information Security Policies;
  - A.6.e.vi.f. TDOC Solution Infrastructure Architecture Design (IAD).
  - A.6.e.vii. The Contractor shall participate in a Design Review in order to present the initial design of all software components, software configuration items, and State- customized templates that will comprise the Solution functionality. The Contractor shall submit the Design Review to the State for review and approval. The Contractor shall present the Design Review to the State in a time and manner determined by the State. The Design Review shall include at least business rules, user interface/presentation layer, workflow process documentation, application architecture, interface control documents, APIs, database design, and security design.
  - A.6.e.viii. Interface Design.
    - A.6.e.viii.a. The Solution must interface with each of the approximately forty (40) distributed applications. A complete list of applications will be provided to the Contractor by the State.
    - A.6.e.viii.b. The Contractor shall work with TDOC and partners to design the interfaces according to the requirements contained in this Contract and Attachment Five, OMS Requirements Matrix. The Contractor shall submit the Interface Design at a time to be determined by the State. The Contractor's Interface Design shall include the following for each interface:
      - A.6.e.viii.b.1. Detailed file / message specifications;
      - A.6.e.viii.b.2. Plan for establishing / deploying interface feeds to correspond to respective site activation;
      - A.6.e.viii.b.3. Plan for monitoring Health Level 7 (HL7) data feeds and handling HL7 errors.
  - A.6.e.ix. Security Management Plan. The Security Management Plan shall include, at minimum, the below sections:
    - A.6.e.ix.a. Scope;
    - A.6.e.ix.b. Descriptions, Objectives, and Methodology;
    - A.6.e.ix.c. Contracts, Statement of Work, Control Letters;
    - A.6.e.ix.d. Planned Deliverables;
    - A.6.e.ix.e. Staffing Roles and Responsibilities, excluding user provisioning;
    - A.6.e.ix.f. Contacts;
    - A.6.e.ix.g. Training;
    - A.6.e.ix.h. Incident Response Coordination;
    - A.6.e.ix.i. Current or Planned Certifications;
    - A.6.e.ix.j. Key Milestones; and
    - A.6.e.ix.k. Subcontractors.
  - A.6.e.x. ISRA. The Contractor shall provide a list of threats and vulnerabilities, an evaluation of current security controls, their resulting risk levels, and any recommended safeguards to reduce risk exposure.
- A.6.f. Data Conversion Plan. The Contractor shall develop and provide a detailed Data Conversion Plan that describes how files will be converted to the proposed system (e.g., through software conversion aids/utility programs or

special programs that must be written, the actual conversion procedures) and provide such plan, in writing, to the State at a time determined by the State. The Contractor shall provide a detailed description of the approach for developing and implementing the data conversion plan, and what processes will be undertaken by the Contractor project team to convert existing data, as well as to interface with identified source systems. The Contractor shall ensure that the description of the Data Conversion Plan includes methods of quality control and testing that will be utilized specific to data conversion.

A.6.f.i. The State shall be responsible for data extraction.

A.6.f.ii. The Contractor shall be responsible for overall data conversion coordination, definition of file layouts, and data import and validation into the new system(s). The Contractor shall plan to have converted data ready for the UAT phase of the Project at a time determined by the State. A conversion schedule shall identify planned conversion steps, estimated hours, and what resources will be required (by TDOC or Contractor) for all pertinent legacy data. The Contractor will specify the format in which the legacy system data must be extracted and provided to them, enabling them to complete data conversion.

A.6.g. Test Plan. The Contractor shall develop and deliver a written Test Plan, at a time determined by the State, describing how the Contractor will coordinate, manage, and conduct thorough testing of the TDOC Solution prior to delivery to the State for UAT. The Contractor shall ensure that the Test Plan includes, at a minimum, testing all functionality, reports, forms, correspondence, notices, interfaces, security, and data conversion. The Contractor shall document the inputs, outputs, problems identified, and correction to the Test Plan, in the form of a functional test results document. The Contractor shall perform Functional testing. The Contractor shall create individual sets of test data and test plans to test internal conditions of the module. The Contractor shall use synthetic data for non-production activities.

A.6.g.i. The Contractor shall deliver the Test Plan in a timeframe as mutually agreed upon by the State and Contractor and in accordance with the Project Schedule but with ultimate determination by the State.

A.6.g.ii. The Contractor shall ensure that the Test Plan includes preparations required for system testing, including at a minimum:

A.6.g.ii.a. Creating the appropriate test environment(s);

A.6.g.ii.b. Installing the TDOC Solution in the test environment;

A.6.g.ii.c. Installing and configuring any automated testing tools/packages; and

A.6.g.ii.d. Establishment of mutually acceptable Defect Tracking process.

A.6.g.iii. The Contractor shall describe how the Test Plan performs the following:

A.6.g.iii.a. Functional Testing. Documentation of the inputs, outputs, problems identified, and correction made shall be required, in the form of a functional test results document. The Contractor shall perform functional testing on each module/program. Individual sets of test data and test plans shall be created by the Contractor to completely test internal conditions of the module/program. The Contractor's functional testing will be considered successful when the Contractor facilitates and completes modules' test plans without failure.

A.6.g.iii.b. System and Integration Testing. The Contractor shall fully test all software to ensure that it meets requirements and to demonstrate the functionality and performance

characteristics before the start of User Acceptance Testing. The Contractor shall ensure that system tests actively use all of the functions, test all interfaces, and process all types of input. The Contractor shall include specific types of test cases and transactions in the test, as specified by the State.

A.6.g.iii.c. Defect Tracking. The Contractor shall develop and maintain a Defect Tracking Log which shall include at a minimum, for each Defect:

- A.6.g.iii.c.1. Unique tracking number;
- A.6.g.iii.c.2. Short name and description of the defect;
- A.6.g.iii.c.3. Reference to test condition that identified the defect;
- A.6.g.iii.c.4. Date defect identified;
- A.6.g.iii.c.5. Tester;
- A.6.g.iii.c.6. Disposition (e.g., Not a Defect, Fixed, Re-tested Successfully);
- A.6.g.iii.c.7. Severity Level, if appropriate; and
- A.6.g.iii.c.8. Description of changes made to correct defect.

A.6.g.iii.d. User Acceptance Testing. The Contractor shall correct all defects as directed by and at the State's sole discretion. The Contractor shall deliver a daily Defect Tracking report to the Project Director upon commencement of UAT. The Contractor shall ensure that the Defect Tracking Report is based on data recorded in a defect tracking tool. The Contractor shall maintain the Defect tracking log for the duration of the Contract.

A.6.g.iii.e. The State will develop a User Acceptance Test (UAT) Plan and test scenarios and will conduct UAT Testing. The Contractor shall be required to work with the State to facilitate and coordinate the execution of UAT in the designated test environment. The Contractor shall include the recommended processes and procedures for UAT in the Test Plan.

A.6.g.iii.f. Pilot Rollout. The Contractor shall ensure that the Test Plan describes all functional and technical components to be validated during the Pilot Rollout to successfully demonstrate that the TDOC Solution is ready for statewide rollout.

A.6.h. Implementation Plan. The Contractor shall create a written Implementation Plan to describe its overall approach to implementation. The Contractor shall deliver the Implementation Plan in a timeframe as mutually agreed upon by the State and Contractor and in accordance with the Project Schedule but with ultimate determination by the State. The Contractor shall ensure that the Implementation Plan describes, at a minimum, the following:

- A.6.h.i. Implementation preparation for data conversion, manual data backloading, security preparation, staff training, personnel assignments, and level of resources required for each area;
- A.6.h.ii. Objectives and approach for components requiring installation, including utilization of the WAN, Intranet, Extranet, and Internet;
- A.6.h.iii. Objectives and approach for components requiring installation, including end- user computing, devices, peripherals, and mobile devices;

- A.6.h.iv. Objectives and approach for addressing service recipient transfers from sites using the Solution to sites not yet using the Solution;
  - A.6.h.v. Site preparation, addressing site-specific requirements and plans;
  - A.6.h.vi. Confirmation of the training schedule;
  - A.6.h.vii. Delivery of Super User training as detailed in A.6.t. detailing the schedule, time allocation, staffing, and training materials provided in the train the trainer activities;
  - A.6.h.viii. Delivery of End-User training as detailed in A.6.t. detailing the schedule, time allocation, staffing, and training materials provided in the trainer activities;
  - A.6.h.ix. Manual support procedures outlining the procedures to follow in the event the Solution is offline for an extended period, including use of the Solution offline mode capabilities and reversion to paper-based recording of encounters based on Solution capabilities and the length of the outage;
  - A.6.h.x. Backup and recovery procedures as detailed in A.6.l.
  - A.6.h.xi. Go / No Go Decision Criteria detailing the decision criteria to be used in making the decision, the processes to follow to collect decision criteria data, and the decision-making process;
  - A.6.h.xii. Contingency approach as detailed in Continuity of Operations Plan addressing the event of a “no go” decision or a failed implementation. The Contractor shall ensure that the Continuity of Operations plan provides a detailed list of steps and actions required to restore the site to the original, pre-conversion condition, and is in place, ready to be activated to restore TDOC operations without the Solution.
- A.6.i. Privacy Impact Assessment. The Contractor shall prepare and deliver a PIA that will help identify and subsequently document the specific types of sensitive information that it will collect, process, and store. The PIA shall identify systems that contain PII and satisfies system compliance with all relevant privacy laws, regulations, and guidance.
- A.6.j. Knowledge Transfer Plan. The Contractor shall prepare and deliver a Knowledge Transfer Plan for transitioning agreed upon operations / maintenance activities to the State. The Contractor shall ensure that the Knowledge Transfer Plan includes recommendations for training, any tools required for the State to support the Solution, and the number and types of staff the State will need to support the Solution. The Contractor shall submit the Knowledge Transfer Plan to the State in writing for review and approval in a timeframe determined by the State.
- A.6.k. Operations Manual. The Contractor shall develop an Operations Manual, that features clear organization of content, easy to understand language, useful graphic presentations, and a thorough index and glossary. The Contractor shall ensure that the Operations Manual provides the knowledge to efficiently support and maintain the Solution as appropriate to the proposed Solution, including system administration training, knowledge transfer services, documentation, technical manuals, and user manuals.
- A.6.k.i. The Contractor shall include the following in the Operations Manual:
    - A.6.k.i.a. Application overview;
    - A.6.k.i.b. System structure overview;
    - A.6.k.i.c. Description of required administrative tasks;
    - A.6.k.i.d. Description of major processing;
    - A.6.k.i.e. Description of required interfaces;
    - A.6.k.i.f. Description of required maintenance schedules;



- A.6.k.i.g. Description of the overall process schedule and processing cycles, including dependencies, files accessed, critical sequencing, timing criteria, and operating instructions for each process and process step consistent with the chosen environment; and
    - A.6.k.i.h. Descriptions of special configuration files, parameter files, and other control files, including their purpose, procedures for creating them, and specific programs that use them.
  - A.6.k.ii. The Contractor shall submit the Operation Manual to the State in writing in a timeframe determined by the State.
- A.6.l. Backup and Recovery Plan. The Contractor shall create a Backup and Recovery Plan that supports multiple environments, failover environments and Disaster Recovery. The Contractor shall develop and implement recovery procedures, including the process for restoring data to its original or prior form. The Contractor shall ensure that the Backup and Recovery Plan includes requirements for off-site storage of the Solution application and data. The Contractor shall submit the Backup and Recovery Plan shall be submitted to the State in writing for review and approval in a timeframe determined by the State.
  - A.6.l.i. The Contractor shall describe roll back data conversions or data implementations, if necessary, to return the Solution to original the hardware/software/network/security state. The Contractor shall describe steps to be taken, timeframes, risks, and issues.
  - A.6.l.ii. The Contractor shall perform tests to validate the backup and recovery procedures and shall participate in disaster recovery test requested by the State.
  - A.6.l.iii. The Contractor shall keep this plan current with any changes, approved in writing by the State, throughout the duration of the Contract.
  - A.6.l.iv. The Contractor shall ensure that the Solution provides full redundancy and recovery to ensure uninterrupted access to the certificates and keys.
- A.6.m. Continuity of Operations Plan. The Contractor shall develop and submit for TDOC written approval, a Continuity of Operations Plan to specify planning for the remediation of specific systems, equipment, software, and/or operations in the event of critical impact resulting from natural, accidental or intentional events. The Contractor shall ensure that the Continuity of Operations Plan documents the Contractor's plans and procedures to maintain State support and shall include, but not be limited to, the following:
  - A.6.m.i. Description of the Contractor's emergency management procedures and Policy;
  - A.6.m.ii. Description of how the Contractor will account for their employees during an emergency;
  - A.6.m.iii. Planned temporary work locations or alternate Facilities;
  - A.6.m.iv. How the Contractor will communicate with the State during emergencies;
  - A.6.m.v. List of primary and alternate Contractor points of contact, each with primary and alternate telephone numbers and e-mail addresses; and
  - A.6.m.vi. Procedures for safeguarding sensitive and/or classified State information.
  - A.6.m.vii. The Contractor shall submit the Continuity of Operations Plan to the State in writing for review and approval in a timeframe determined by the State.

- A.6.n. TDOC Solution Configuration. The Contractor shall develop and configure the Solution software, in accordance with the updated Requirements Traceability Matrix.
  - A.6.n.i. The Contractor shall ensure that the requirements are met through the existing software developed or acquired by Contractor.
  - A.6.n.ii. The Contractor shall, at the State's sole option, include development of new or modified functionality, customization of existing functionality, or configuration of existing functionality to deliver a Solution that meets the requirements.
  - A.6.n.iii. The Contractor shall ensure that all development work occurs in the Build environment as further defined in the Contractors Release Management Plan and Configuration Management Plan.
  
- A.6.o. Implement Interfaces. The Contractor shall construct each interface, as defined in Contract Section A.6.e.viii. and the State-approved Interface Design. The Contractor shall not be responsible for modifying legacy State applications, such as TOMIS. The Contractor shall be responsible for working with the State and related business partners to construct and test interfaces. The Contractor shall work with the State for the creation of integration requirements for the interfaces to include data elements, error handling processes, reconciliation, and escalation procedures.
  - A.6.o.i. The Contractor shall ensure that all construction work occurs in the appropriate Build environment as further defined in the Contractors Release Management Plan and Configuration Management Plan.
  - A.6.o.ii. The Contractor shall ensure that all interfaces, as well as requirements, are thoroughly documented, to ensure traceability, by mapping the requirements to the design, the design to the code, and the requirements to the test cases for functional, system and integration testing.
  - A.6.o.iii. The Contractor shall create documentation of interfaces which shall be reviewed during code walkthroughs with the State at the State's sole discretion. The Contractor shall document decisions, issues and action items that result from walkthroughs with the State. The Contractor shall document and submit instructions to maintain/fix interface issues after development is complete.
  
- A.6.p. Conduct Testing. The Contractor shall perform all functional, system, and integration testing of the Solution, including interfaces and data conversion, in accordance with the State-approved Test Plan. The Contractor shall be responsible for all aspects of the system and integration testing. The Contractor shall perform testing of all interfaces, with the interaction and involvement of State personnel responsible for each interface. The Contractor shall ensure that all testing is performed in the Test environment as further defined in the Contractors Release Management Plan and Test Plan.
  - A.6.p.i. The Contractor shall prepare a Software Test Results report. The Contractor shall ensure that the Software Test Results document includes all information necessary for the State to review and validate that the test has been successfully executed in accordance with the approved Test Plan. The Contractor shall ensure that the Test Results report shall include validation of successful Data Conversion and results for Unit, System, Integration, Performance, and Backup and Recovery tests. If deemed acceptable by the State, the State will approve the Software Test Results Document in writing, which shall begin UAT. The Contractor shall deliver the Software Test Results report to the State in a timeframe determined by the State.

- A.6.q. Third-Party Security and Privacy Assessment. The Contractor shall have an annual audit performed by an Assessor, approved by the State, to conduct an assessment of the security and privacy controls in the Solution and maintain the integrity of the audit process. The Contractor shall ensure that the Assessor determines whether the security and privacy controls are implemented correctly, operate as intended, and produce the desired outcomes for meeting the security and privacy requirements of the application or system. The Contractor shall ensure that the Assessor identifies areas of risk that require the State's attention and remediation. The Contractor shall ensure that the SAP is jointly completed and agreed to before the start of the assessment by all parties involved, including the Contractor, Assessor, and TDOC.
  - A.6.q.i. The Contractor and the State shall agree with the methodology and scope of the assessment prior to the commencement of the third-party independent audit of the Solution. The Contractor shall provide evidence to validate all security, privacy, and encryption requirements are met by providing the State access to all sourced evidence, such as but not limited to, firewall rules, vulnerability assessment reports, and code analysis reports. The Contractor shall provide the State with written evidence of findings, including defects, vulnerabilities, errors, gaps, weaknesses, or omissions, and their planned remediation in a Plan of Action and Milestones, maintained monthly, until all findings are resolved and promptly modify its security measures in order to meet its obligations.
  - A.6.q.ii. The Contractor shall ensure that the Assessor is free from any real or perceived conflicts of interest, including being free from personal, external, and organizational impairments to independence, or the appearance of such impairments to independence. The Contractor shall ensure that the Assessor is has no perceived or actual conflict of interest involving the developmental, operational, financial, and/or management chain associated with the system and the determination of security and privacy control effectiveness.
  - A.6.q.iii. The Contractor shall ensure that, at the completion of the assessment, the Assessor provides a SAR to the State. The Contractor shall ensure that the full un-redacted SAP is delivered within ten (10) business days upon receipt of the report from the third-party to share with State or federal regulators. The Contractor shall ensure that the SAR includes the following information:
    - A.6.q.iii.a. System Overview
    - A.6.q.iii.b. Executive Summary Report
    - A.6.q.iii.c. Detailed Findings Report
    - A.6.q.iii.d. Scan Results:
      - A.6.q.iii.d.1. Infrastructure Scan
      - A.6.q.iii.d.2. Database Scan
      - A.6.q.iii.d.3. Web Application Scan
      - A.6.q.iii.d.4. Penetration Test Report
      - A.6.q.iii.d.5. Penetration Test and Scan Results Summary
- A.6.r. Security Assessment Plan (SAP). The Assessor shall develop and deliver an SAP that documents all testing to validate the security and privacy controls for a system. The SAP is completed by the Assessor following the Framework for Independent Assessment of Security and Privacy Controls the assessment plan documents how the assessor will evaluate:
  - A.6.r.i. System compliance with security and privacy controls in the SSP;
  - A.6.r.ii. Underlying infrastructure's security posture;

- A.6.r.iii. The system and data security and privacy posture;
  - A.6.r.iv. Proper security configuration associated with the database or file structure storing the data;
  - A.6.r.v. Systems technical, managerial, and organizational adherence to the organization's security and privacy program, policies, and guidance;
  - A.6.r.vi. The Assessor will use the methodology described in the template provided by the State to perform the assessment. The Contractor shall ensure that a completed SAP is submitted to the State seventy (70) days prior to the security assessment report kick-off date.
- A.6.s. Organizational Change Management (OCM) Plan. The Contractor shall develop an OCM Plan that establishes the strategies and activities necessary to ready TDOC for the transition from paper to electronic systems. The Contractor shall ensure that OCM plan includes, at a minimum, the following activities: identifying, documenting, and analyzing anticipated changes to functionality and processes; conducting impact assessments; and developing workflow and process documentation for the Solution.
- A.6.s.i. The Contractor shall deliver the OCM Plan to the State in writing for review and acceptance in a timeframe determined by the State.
- A.6.t. Training. The Contractor shall provide a role-based Training program that includes a mix of eLearning and in-person classroom training. As part of the Implementation, the Contractor shall deliver Train-the-Trainer Training for State-selected end users. Pre-Go-Live, the Contractor shall provide End-User Trainings to all current Department employees.
- A.6.t.i. The Contractor shall provide the State unlimited rights to use and modify all training materials without additional cost for purposes of training users of the Solution. The Contractor shall provide all training materials in editable digital formats for re-use.
  - A.6.t.ii. The Contractor shall prepare and deliver to the State the following training components:
    - A.6.t.ii.a. Training Environment. The Contractor shall maintain the training environment, including seeded data for training classes, for the term of the contract allowing TDOC to deliver new-hire training ongoing.
    - A.6.t.ii.b. Training Plan. This plan details the Contractor's approach in developing and delivering the TDOC required role-based training and supporting materials to occur during the implementation of the Solution. The Contractor shall provide a training plan based on tested and validated training practices. The Contractor shall ensure that the curriculum is supported by appropriate instructional materials. The Contractor shall create a training plan to prepare Department trainers to continue delivery of training to new employees after the initial Rollout, and to keep Department trainers current and well-supported in this role for the duration of the State's use of the Solution. The Contractor shall develop training that includes the following components:
      - A.6.t.ii.b.1. context, including documentation of the old and new business processes and the reasons for the change
      - A.6.t.ii.b.2. specific scenarios
      - A.6.t.ii.b.3. sample data to be used in examples and hands-on training

- A.6.t.ii.b.4. presentations; interactive learning exercises
    - A.6.t.ii.b.5. reference materials such as job aids that are available to support Department staff success during and after training.
  - A.6.t.ii.c. Training Material. The Contractor shall develop and deliver to the State role-based curriculum training material for the final Solution functionality as approved by the State. Training material shall be prepared, including options for e-learning.
  - A.6.t.ii.d. Train-the-Trainer Training. The Contractor shall train State-designated Trainers on the Solution using the Training Material developed in A.6.t.ii.c. to deliver end-user training after each site has transitioned to support.
  - A.6.t.ii.e. End-User Training. The Contractor shall train all State end-users of the Solution using the Training Material developed in A.6.t.ii.c. prior to their associated sites implementation of the Solution.
  - A.6.t.ii.f. Help Content. The Contractor shall develop and deliver content for the Help functions of the Solution.
  - A.6.t.ii.g. Training Material Updates. The Contractor shall develop and deliver to the State updated training material to account for new or updated functionality deployed in future releases / upgrades.
  - A.6.t.ii.h. Training Schedule and Logistics. The Contractor shall work with the State and facility leadership to develop training schedules and coordinate site logistics, and ultimate decision-making authority about on-site versus remote training shall lie with the State.”
  - A.6.t.ii.i. Security Access and Protocol Training. The Contractor shall create a TDOC-approved security access and protocol training for internal and external Solution users and maintain evidence of training completion prior to Solution access privileges.
  - A.6.t.ii.j. The Contractor shall deliver the training components to the State at least ninety (90) calendar days prior to Pilot Implementation.
- A.6.u. User Acceptance Testing (UAT). The State will develop the UAT Test Plan and test scenarios. The Contractor shall provide dedicated support for User Acceptance Testing, including installation of the Solution to the UAT environment; application and technical assistance during UAT; and correction of defects identified during UAT. The Contractor will record, and track defects identified by the State using the Defect Tracking Log. When all defects have been corrected and UAT is deemed completed by the State, the State will approve User Acceptance Testing in writing, which shall signal the commencement of the Pilot Implementation phase of the project.
- A.6.v. Pilot Implementation. With support from State, the Contractor shall conduct application Pilot Test(s) using the Contractor’s proposed Pilot Test, as approved by the State.
  - A.6.v.i. During the Pilot Test, the Contractor shall provide support to users, both onsite and via the Help Desk. The Contractor shall ensure that the Pilot Test includes a preliminary capacity benchmark test to analyze the system performance and predict future requirements.

- A.6.v.ii. The Contractor shall ensure that the Pilot Test preparation includes planning, site identification, site and user coordination, training, data readiness, Help Desk support, and follow-up reporting. The Contractor shall ensure that all aspects of this preparation must be specified in the Pilot Test approach and will represent an approach similar to that proposed in the Implementation Plan. The Contractor shall ensure that the Pilot Test approach document details the communication, coordination and training activities, assessment tools, and feedback processes for preparing for and conducting the Pilot.
- A.6.v.iii. Every category of work reflected in the Solution application shall be included in the Pilot Test. The Contractor shall validate the implementation process and tools and certify the Solution application, technical environment, and users as ready to move to full production implementation. At completion of the Pilot, the Contractor shall assess the results and modify implementation and support processes.
  - A.6.v.iii.a. The Contractor shall ensure that a Help Desk support system is available at the start of Pilot. The Contractor shall ensure that the training approach shall describe the Help Desk operations, including hours of service, communications, procedures, and reporting mechanisms during the Pilot. Prior to Pilot, the Contractor shall train the Help Desk staff in the Solution, Help Desk supporting tools, and the Pilot communication procedures. The Contractor shall ensure that Help Desk staff understand their role and responsibility as part of the Pilot process.
  - A.6.v.iii.b. The Contractor shall ensure that Pilot participants and testers are fully informed of their responsibilities and understand their important role in validating the Solution. The Contractor shall ensure that introductory presentations are used to provide this level of information. The Contractor shall ensure that Pilot participants/testers are trained in the pilot process and communication procedures. The Contractor shall ensure that user training documentation and additional reference materials are available.
  - A.6.v.iii.c. Using State approved testing and training plans, the Contractor shall provide Pilot-user training and support.
  - A.6.v.iii.d. At a minimum, the Contractor shall do the following during Pilot testing:
    - A.6.v.iii.d.1. Identify criteria for Pilot;
    - A.6.v.iii.d.2. Prepare the Pilot approach;
    - A.6.v.iii.d.3. Conduct Pilot-user training;
    - A.6.v.iii.d.4. Provide Pilot support through the Help Desk and onsite;
    - A.6.v.iii.d.5. Convert Pilot data;
    - A.6.v.iii.d.6. Monitor performance and identify any problems meeting the performance criteria spelled out in this contract;
    - A.6.v.iii.d.7. Evaluate system reliability and performance using capacity benchmark test;
    - A.6.v.iii.d.8. Modify the Solution to address problems discovered during the Pilot. The Contractor shall identify and resolve problems encountered during the Pilot test;
    - A.6.v.iii.d.9. The Contractor will provide an Assessment of the Pilot Test results and recommended Phased Rollout Plan.

- A.6.w. Maintenance and Support. The Contractor shall be responsible for providing maintenance and support, described in the Maintenance and Support Plan created by the Contractor and approved in writing by the State, as follows:
  - A.6.w.i. Location of Maintenance and Support. All Contractor provided maintenance and support shall be conducted in the United States.
  - A.6.w.ii. New Legislation, State, or Federal Requirements:
    - A.6.w.ii.a. The Contractor shall, upon request of the State and within forty-eight (48) business hours of receiving the State's request, prepare and submit to the State a proposal or quote to be utilized by the State to prepare fiscal notes as needed for legislation pending before the Tennessee General Assembly. A Tennessee legislative session typically occurs from January through May, but session work may occur at any time throughout the year.
  - A.6.w.iii. Support Services
    - A.6.w.iii.a. The Contractor shall provide twenty-four hours per day, seven days per week, three hundred sixty-five days per year (24/7/365) support services to the State by way of a monitored, a toll-free telephone number, and an email address for reporting all Solution and Solution Hardware troubles; and the Contractor shall provide help desk support. The State will provide a list of authorized State personnel to call the Contractor's help desk.
    - A.6.w.iii.b. The Contractor shall ensure that the help desk and technical support personnel are knowledgeable and technically trained to answer/resolve Solution technical support problems and are able address Solution Hardware failures; and
    - A.6.w.iii.c. Contact List. The Contractor shall provide a list with contact information for individuals assigned to provide maintenance and support by the Contractor that shall include, at minimum, a primary and secondary contact number for each individual the Contractor identifies and shall be updated whenever a designated contact change occurs. These identified individuals on the contact list shall be available for support twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year (24/7/365)
    - A.6.w.iii.d. Contractor Personnel. The Contractor shall assign on-site personnel to TDOC facilities selected by the State who shall be responsible for the oversight of all day-to-day operations during pre-implementation, implementation, and for a period of ninety (90) days post implementation;
    - A.6.w.iii.e. The Contractor shall be responsible for the maintenance and support of all Solution Hardware and peripherals provided from the Contractor throughout the Term of the Contract;
    - A.6.w.iii.f. The Contractor shall resolve support requests and Defect logs/reports based on the delivery of support;
    - A.6.w.iii.g. Proactive Monitoring. The Contractor shall, using diagnostic tools that meet the State's security guidelines, be proactive in monitoring the Solution and not rely solely on the State to notify the Contractor of Solution-related problems;
    - A.6.w.iii.h. Solution Hardware Availability. The Contractor shall provide support services for the Solution hardware to ensure that

any Solution hardware maintains an uptime of ninety-five percent (95%) per year on all Solution hardware. Downtime is calculated from the time a service call is placed with the Contractor until the time the Contractor's designated personnel completes a repair or replacement Solution hardware is received by the State.

- A.6.w.iii.i. Proactive Monitoring. The Contractor shall proactively monitor the operational status of the Solution. The Contractor shall alert State designated personnel, as well as Contractor's support personnel of any problems and not rely solely on the State to notify the Contractor of Solution issues. The problems are divided into categories and shall follow the response time frames laid out in Attachment Three (3), Table Two (2).
- A.6.w.iii.j. Delivery of Support Services. The State reserves the right to determine and assign levels of priority, as defined in Attachment Three - Service Level Requirements and Liquidated Damages, Table Two (2), for the issue and support problems. The priority of the issue and support problem shall determine the problem resolution response time.
- A.6.w.iii.k. The response times listed in Attachment Three, Service Level Requirements and Liquidated Damages, Table Two (2), that require direct action by the Contractor's support staff shall apply during the State's business hours. For issues reported outside core business hours, response times, except for Urgent and High security level events, begin at the start of the next business day. Automated e-mail response times apply at all times. In the event of widespread outages impacting support staff, the Contractor shall provide an alternate site where status information will be posted until normal service resumes;
- A.6.w.iii.l. If additional research is required by the Contractor's support staff and the problem cannot be resolved or question answered immediately, then the Contractor's help desk, or technical support staff, shall call back every two (2) hours to report progress on the problem's resolution. The Contractor shall ensure that the help desk staff shall continue, on a daily basis, or other basis agreed upon between the State and Contractor, to keep the State designated personnel informed on the progress of the problem's resolution; and
- A.6.w.iii.m. The Contractor shall keep a log of all maintenance and technical support calls made to the Contractor's help desk, or technical support, personnel. The Contractor shall ensure that the log documents the complaints and problems reported to the Contractor's help desk system by the State. The Contractor shall submit the log to the State on a quarterly basis.
- A.6.w.iii.n. The Contractor shall provide a maximum response time of four (4) hours for Solution Hardware failures. Response time shall be calculated from the time the State notifies the Contractor of the failure, until the time the Contractor's designated personnel arrive at the State's individual location. For the State's individual locations which have multiple machines and multiple active service calls, the Contractor shall ensure that its designated personnel's



arrival shall stop the response time calculation for all open service calls at that location; and

A.6.w.iii.o. Post implementation, the Contractor shall deliver any additionally ordered consumables within two (2) business days of request, if placed before noon Central Time. The Contractor shall ensure that all consumables designed as an emergency by the State shall be delivered by the Contractor within one (1) business day of request.

A.6.w.iv. Solution Maintenance. The Contractor shall:

A.6.w.iv.a. Make all adjustments and repairs, at no additional cost to the State, to keep the Solution operating without abnormal interruptions and to correct latent deficiencies with respect to the Solution specifications;

A.6.w.iv.b. Maintain the current version of the Solution, and its functionalities, in substantial conformance with all specifications. The Contractor shall assign priority support resources to either:

A.6.w.iv.b.1. Correct any problems, defects, errors, or malfunctions which prevent the Solution, and its functionalities, from operating in substantial conformance with all specifications; or

A.6.w.iv.b.2. Provide a State-approved commercially reasonable alternative that shall substantially conform to all specifications; and

A.6.w.iv.b.3. Provide complete documentation of all Solution enhancements or revisions. The Contractor shall ensure that documentation describes what an end user needs to know to understand each level on which the Solution operates.

A.6.w.v. Hardware Support, Replacement, New Location, and Relocation.

A.6.w.v.a. The Contractor shall, at the direction of the State, provide remote, and on-site, field hardware and software support of any Solution Hardware provided to the State by the Contractor. In the event of a failure of any such equipment, the Contractor shall respond in accordance with Table 1 in Attachment Three, Service Level Requirements and Liquidated Damages. In the event that support is provided offsite and at the end of the Term of the Contract, the Contractor shall remove or destroy any data on the storage device in accordance with the current version of NIST Special Publication 800-88 prior to removing the hardware from a State facility. The Contractor shall at any of the following events: transition of Contract, termination of Contract, exchange of Solution hardware or at replacement of Solution hardware verify in writing to the State that all State data, including personally identifiable information ("PII"), contained upon Solution hardware has been erased, deleted, wiped, or otherwise destroyed. The Contractor shall provide an Affidavit of Destruction, within ten (10) business days of destruction, showing how the data was destroyed and when the data was destroyed.

A.6.w.v.b. The Contractor shall permit a substitute for any Solution Hardware, provided the hardware is no longer being manufactured. Any substitution must be submitted in writing to the State for evaluation and approval. The functional,

technical, and performance characteristics of the substituted hardware shall be equal to, or exceed, the equipment that is installed and accepted by the State upon implementation of the Solution;

- A.6.w.v.c. The Contractor shall provide a spares inventory of ten percent (10%) of any Solution Hardware on hand for the life of the Contract. If any Solution Hardware is found defective to trigger a warranty claim in excess of the on-site replacement parts inventory, the Contractor shall agree to repair or replace the defective device within three (3) calendar days of Contractor's receipt of such device; and
- A.6.w.v.d. The Contractor shall, with input from the State and only upon written request from the State, implement the Solution at a new location or relocate any Solution Hardware from one location to a different location. These activities include but are not limited to conducting a preliminary site survey at the location; dismantling and removing all equipment from current location (when relocating); hooking up and installing all equipment at location; and end-to-end testing of all equipment at location.
- A.6.w.vi. Emergency Support and Maintenance. Upon and during public safety emergencies, the Contractor shall provide support twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year for the duration of the emergency as requested by the State. The support provided by the Contractor shall consist of design, configuration, build of needed enhancements to enable TDOC to address the public safety emergency.
- A.6.x. Modifications and Enhancements. At the request of the State, the Contractor shall modify and enhance the TDOC Solution according to the Modification and Enhancement Request (MER) Process described herein.
  - A.6.x.i. The State will request Modifications and Enhancements in writing to define the purpose and scope of the Modification or Enhancement. A Modification and Enhancement Request, or "MER," will include:
    - A.6.x.i.a. Requestor name and role;
    - A.6.x.i.b. Brief description;
    - A.6.x.i.c. Reason or justification;
    - A.6.x.i.d. Requirements and specifications;
    - A.6.x.i.e. Request for a cost estimate, approximate hours and resources necessary to complete the modification or enhancement; and
    - A.6.x.i.f. Requested or mandated delivery date.
  - A.6.x.ii. The Contractor shall prepare an estimate for the MER.
    - A.6.x.ii.a. The estimate shall include the total fixed cost to deliver the Modification or Enhancement based on the Contractor's estimate of the total number of hours required to deliver the Modification or Enhancement and the payment rates specified in Contract Section C.3. The total fixed cost shall represent the maximum amount that the State will compensate the Contractor for the Modification or Enhancement;
    - A.6.x.ii.b. The estimated delivery date of the Modification or Enhancement;
    - A.6.x.ii.c. The impact of delivering the Modification or Enhancement on operations and activities.

- A.6.x.iii. The State, at its sole discretion, may accept or reject the Contractor's Estimate.
  - A.6.x.iii.a. If the State agrees to the Contractor's Estimate, the State shall provide acceptance in writing, which authorizes the Contractor to begin work according to the MER.
  - A.6.x.iii.b. If the State does not agree to the Contractor's Estimate, the State may:
    - A.6.x.iii.b.1. Elect not to proceed with the Modification or Enhancement
    - A.6.x.iii.b.2. Negotiate the Estimate with the Contractor
    - A.6.x.iii.b.3. Revise the MER to provide additional information to clarify the scope of the request.
  - A.6.x.iii.c. The Contractor shall not begin work on any MER without the State's written acceptance of the Contractor's Estimate.
  - A.6.x.iii.d. The State, at its sole discretion, will determine the prioritization of the MER work.
  - A.6.x.iii.e. The Contractor shall modify the Solution according to the MER and shall thoroughly test the modifications.
    - A.6.x.iii.e.1. The Contractor shall deploy the Modification or Enhancement to the State's production environment per the State-accepted Release Management Plan and Configuration Management Plan.
    - A.6.x.iii.e.2. The Contractor shall prepare and provide to the State new or updated system and user documentation related to the Modification or Enhancement.
  - A.6.x.iii.f. The State will test the delivered Modification or Enhancement to ensure that:
    - A.6.x.iii.f.1. The Modification or Enhancement completely provides the functions as required by the MER
    - A.6.x.iii.f.2. The Modification or Enhancement has no deficiencies in documentation
    - A.6.x.iii.f.3. The Modification or Enhancement has no defects in efficiency or performance.
  - A.6.x.iii.g. The State, at its sole discretion, will determine acceptance of the Modification or Enhancement, and will indicate its acceptance or non-acceptance to the Contractor in writing within thirty (30) days of installation to the State's environment.
  - A.6.x.iii.h. The Contractor shall coordinate with the State to implement Modifications and Enhancements according to the State-approved Release Management Plan and Configuration Management Plan.
  - A.6.x.iii.i. The Contractor shall be responsible for the continuity of all security and privacy protocols for all Solution or operational enhancements, Change Memorandums, or material changes agreed to with TDOC that are performed under this Contract, which develops a new system or significant change/enhancement to an existing system. The Contractor shall notify, by written email, the TDOC Security and Privacy office upon agreement of Solution or operational enhancements, Change Memorandums, or materials changes.

- A.6.y. Post-Implementation Assessment Report. The Contractor shall provide formal documentation detailing the following:
- A.6.y.i. Whether project objectives were met;
  - A.6.y.ii. How effectively the project was executed;
  - A.6.y.iii. To what extent the Contractor met the Support Services requirements as outlined in Pro Forma Contract Section A.6.w.iii., and;
  - A.6.y.iv. Lessons learned.

A.7. Service Reporting. The Contractor shall deliver reports related to services provided pursuant to this Contract as described in Pro Forma Contract Sections A.6. and A.8.

A.8. Service Deliverables.

Deliverable #	Deliverable	Contract Section(s)	Delivery Date
1	Kickoff Meeting / Presentation	A.6.a.	Within seven (7) calendar days after the Contract Period Beginning Date.
2	Incoming Transition Plan	A.6.b.	Within fourteen (14) calendar days after the Contract Period Beginning Date.
3	Project Management Plan	A.6.c.i.	Within forty-five (45) calendar days of the Contract Period Beginning Date.
4	Work Breakdown Structure and Project Schedule	A.6.c.i.a.	Within forty-five (45) calendar days of the Contract Period Beginning Date.
5	Resource Management Plan	A.6.c.i.b.	Within forty-five (45) calendar days of the Contract Period Beginning Date.
6	Risk Management Plan	A.6.c.i.c.	Within forty-five (45) calendar days of the Contract Period Beginning Date.
7	Issue Management Plan	A.6.c.i.d.	Within forty-five (45) calendar days of the Contract Period Beginning Date.
8	Change Management Plan	A.6.c.i.e.	Within forty-five (45) calendar days of the

			Contract Period Beginning Date.
9	Configuration Management Plan	A.6.c.i.f.	Within forty-five (45) calendar days of the Contract Period Beginning Date.
10	Release Management Plan	A.6.c.i.g.	Within forty-five (45) calendar days of the Contract Period Beginning Date.
11	Deliverable Review / Approval Plan	A.6.c.i.h.	Within thirty (30) calendar days of the Contract Period Beginning Date.
12	Weekly Status Reports	A.6.c.i.i.	No later than the close of business on the first business day of the week.
13	Monthly Progress Report	A.6.c.i.j.	No later than the fifth (5th) of each month.
14	Project Schedule Reporting	A.6.c.i.k.	No later than the close of business on the first business day of the week
15	Outgoing Transition Plan	A.6.c.i.m.	Within six (6) months of the Contract Beginning date.
16	Warranty Plan	A.6.c.i.n.	As mutually agreed, upon by the State and Contractor and in accordance with the Project Schedule but with ultimate determination by the State.
17	Security Plan	A.6.d.ii.	Within forty-five (45) days the Contract Period Beginning Date.
18	System Security Plan	A.6.d.iii.	As mutually agreed, upon by the State and Contractor and in accordance with the Project Schedule but with

			ultimate determination by the State.
19	Endpoint Protection Security Enforcement Rules	A.6.d.iv.	Within forty-five (45) days the Contract Period Beginning Date.
20	Plan of Action and Milestones	A.6.d.v.	As mutually agreed, upon by the State and Contractor and in accordance with the Project Schedule but with ultimate determination by the State.
21	Incident Response Plan	A.6.d.vi.	Within forty-five (45) days the Contract Period Beginning Date.
22	Solution Design Standards	A.6.e.	As mutually agreed, upon by the State and Contractor and in accordance with the Project Schedule but with ultimate determination by the State.
23	Requirements Verification and Specification	A.6.e.iv.	As mutually agreed, upon by the State and Contractor and in accordance with the Project Schedule but with ultimate determination by the State.
24	Standardized Solution Design	A.6.e.vi.	As mutually agreed, upon by the State and Contractor and in accordance with the Project Schedule but with ultimate determination by the State.
25	Interface Design	A.6.e.viii.	As mutually agreed, upon by the State and

			Contractor and in accordance with the Project Schedule but with ultimate determination by the State.
26	Security Management Plan	A.6.e.ix.	As mutually agreed, upon by the State and Contractor and in accordance with the Project Schedule but with ultimate determination by the State.
27	Information Security Risk Assessment (ISRA)	A.6.e.x.	As mutually agreed, upon by the State and Contractor and in accordance with the Project Schedule but with ultimate determination by the State.
28	Data Conversion Plan	A.6.f.	As mutually agreed, upon by the State and Contractor and in accordance with the Project Schedule but with ultimate determination by the State.
29	Test Plan	A.6.g.	As mutually agreed, upon by the State and Contractor and in accordance with the Project Schedule but with ultimate determination by the State.
30	Conduct Software Testing	A.6.g.	As mutually agreed, upon by the State and Contractor and in accordance with the Project Schedule but with ultimate

			determination by the State.
31	Defect Tracking Log	A.6.g.iii.c.	As mutually agreed, upon by the State and Contractor and in accordance with the Project Schedule but with ultimate determination by the State.
32	Implementation Plan	A.6.h.	As mutually agreed, upon by the State and Contractor and in accordance with the Project Schedule but with ultimate determination by the State.
33	Privacy Impact Assessment	A.6.i.	As mutually agreed, upon by the State and Contractor and in accordance with the Project Schedule but with ultimate determination by the State.
34	Knowledge Transfer Plan	A.6.j.	As mutually agreed, upon by the State and Contractor and in accordance with the Project Schedule but with ultimate determination by the State.
35	Operations Manual	A.6.k.	As mutually agreed, upon by the State and Contractor and in accordance with the Project Schedule but with ultimate determination by the State.
36	Backup and Recovery Plan	A.6.l.	As mutually agreed, upon by the State and Contractor and in



			accordance with the Project Schedule but with ultimate determination by the State.
37	Continuity of Operations Plan	A.6.m.	As mutually agreed, upon by the State and Contractor and in accordance with the Project Schedule but with ultimate determination by the State.
38	TDOC Solution Configuration	A.6.n.	As mutually agreed, upon by the State and Contractor and in accordance with the Project Schedule but with ultimate determination by the State.
39	Implement Interfaces	A.6.o.	As mutually agreed, upon by the State and Contractor and in accordance with the Project Schedule but with ultimate determination by the State.
40	Software Test Results Report	A.6.p.i.	As mutually agreed, upon by the State and Contractor and in accordance with the Project Schedule but with ultimate determination by the State.
41	Third-Party Security and Privacy Assessment	A.6.q.	As mutually agreed, upon by the State and Contractor and in accordance with the Project Schedule but with ultimate determination by the State.

42	Security Assessment Plan	A.6.r.	As mutually agreed, upon by the State and Contractor and in accordance with the Project Schedule but with ultimate determination by the State.
43	Organizational Change Management (OCM) Plan	A.6.s.	As mutually agreed, upon by the State and Contractor and in accordance with the Project Schedule but with ultimate determination by the State.
44	Training	A.6.t.	As mutually agreed, upon by the State and Contractor and in accordance with the Project Schedule but with ultimate determination by the State.
45	User Acceptance Testing (UAT)	A.6.u.	As mutually agreed, upon by the State and Contractor and in accordance with the Project Schedule but with ultimate determination by the State.
46	Pilot Implementation	A.6.v.	As mutually agreed, upon by the State and Contractor and in accordance with the Project Schedule but with ultimate determination by the State.
47	Assessment of the Pilot Test Results	A.6.v.iii.d.9.	As mutually agreed, upon by the State and Contractor and in accordance with

			the Project Schedule but with ultimate determination by the State.
48	Maintenance and Support Plan	A.6.w.	As mutually agreed, upon by the State and Contractor and in accordance with the Project Schedule but with ultimate determination by the State.
49	Maintenance and Support Contact List	A.6.w., A.6.w.iii.c.	As mutually agreed, upon by the State and Contractor and in accordance with the Project Schedule but with ultimate determination by the State.
50	Post-Implementation Assessment Report	A.6.y.	As mutually agreed, upon by the State and Contractor and in accordance with the Project Schedule but with ultimate determination by the State.

A.9. The State may, at its sole discretion and with written notice to the Contractor, request changes in the Scope that are necessary but were inadvertently unspecified in this Contract. Change orders are specific to the Solution implementation until the Solution is complete. Modifications and Enhancements are specific to the Operations and Maintenance (O and M) phase of the contract.

- A.9.a. Change Order Creation— After receipt of a written request for additional services from the State, the Contractor shall respond to the State, within a maximum of ten (10) business days, with a written proposal for completing the service. Contractor's proposal must specify: the effect, if any, of implementing the requested change(s) on all other services required under this Contract;  
A.9.a.ii. the specific effort involved in completing the change(s);  
A.9.a.iii. the expected schedule for completing the change(s);  
A.9.a.iv. the maximum number of person hours required for the change(s); and  
A.9.a.v. the maximum cost for the change(s)— this maximum cost shall in no instance exceed the product of the person hours required multiplied by the appropriate payment rate proposed for such work. The Contractor shall not

perform any additional service until the State has approved the proposal. If approved, the State will sign the proposal, and it shall constitute a Change Order between the Contract Parties pertaining to the specified change(s) and shall be incorporated, hereby, as a part of this Contract.

A.9.b. **Change Order Performance.** Subsequent to creation of a Change Order, the Contractor shall complete the required services. The State will be the sole judge of the acceptable completion of work and, upon such determination, shall provide the Contractor written approval.

A.9.c. **Change Order Remuneration.** The State will remunerate the Contractor only for acceptable work. All acceptable work performed pursuant to an approved Change Order, without a formal amendment of this Contract, shall be remunerated in accordance with and further limited by Contract Section C.3.c., PROVIDED THAT, the State shall be liable to the Contractor only for the cost of the actual goods or services provided to complete the necessary work, not to exceed the maximum cost for the change detailed in the Change Order. In no instance shall the State be liable to the Contractor for any amount exceeding the maximum cost specified by the Change Order authorizing the goods or services. Upon State approval of the work, the Contractor shall invoice the State in accordance with the relevant provisions of this Contract.

A.10. **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. The Contractor must provide a minimum warranty period of 12 months following implementation of core requirements.

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.11. **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.

A.12. Contractor must be Criminal Justice Information Services (CJIS)-compliant and follow the most current CJIS security policy which can be found at: [https://www.fbi.gov/file-repository/cjis\\_security\\_policy\\_v5-9-1\\_20221001.pdf/view](https://www.fbi.gov/file-repository/cjis_security_policy_v5-9-1_20221001.pdf/view).

A.13. The Contractor shall limit resources to US-based (onshore) resources only.

A.14. The Contractor shall supply an unlimited user license to the State.

**B. TERM OF CONTRACT:**

B.1. This Contract shall be effective for the period beginning on **Date** (“Effective Date”) and ending on **Date**, (“Term”). The State shall have no obligation for goods delivered 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 five (5) 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 one hundred twenty (120) 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 one hundred twenty (120) months.

**C. PAYMENT TERMS AND CONDITIONS:**

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

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

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

C.3.a. The Contractor's compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.

C.3.b. The Contractor shall be compensated based upon the following payment methodology:

C.3.b.i. The design, development, testing, and implementation phases include all Deliverables and other activities required in the TDOC Solution Implementation. The standard method for payment to Contractor, under this contract, is that payment shall be made in accordance with C.3.c., upon TDOC certifying a successful, unconditional pass of the Gate Review and

TDOC approval of all Deliverables associated with the Gate Review. Each of the specified Gate Reviews constitutes a subset of Deliverables that the Contractor must deliver during the implementation of the Solution.

- C.3.b.ii. TDOC shall not make payments for any Deliverables, regardless of their approval status, until TDOC certification of successful unconditional pass of the related Gate Review.
- C.3.b.iii. In the event that a Change Order necessitates changes to a Deliverable approved in a previous Gate Review, TDOC shall consider the revised Deliverable to be a required Deliverable associated with the next Gate Review.
- C.3.b.iv. In exceptional circumstances and solely on its own initiative and in the exercise of its own discretion, TDOC may alter the payment and withhold structure, as set forth in this Section, under this Contract. Such alterations may include:
  - C.3.b.iv.a. TDOC may pay Contractor an amount in excess of the amount due at the time of a successful Gate Review if the Contractor has completed a functionality or functionalities scheduled to be included in a later Gate Review. Any such excess amount will be deducted from the amount due to the Contractor upon the successful Gate Review that was originally intended to include that functionality or functionalities.
  - C.3.b.iv.b. TDOC may alter the amount of the withhold for any particular Gate Review payment set out in this Section.
- C.3.b.v. In no event shall any alteration set out above:
  - C.3.b.v.a. increase the total amount due to the Contractor from TDOC under this Contract;
  - C.3.b.v.b. result in a delay or reduction of any payment to the Contractor, except to the extent that funds have previously been paid to the Contractor as a result of an alteration; or
  - C.3.b.v.c. be used to compensate the Contractor for any work which has not been completed at the time that the alteration of the payment or withhold structure is made.
- C.3.b.vi. The alteration to the payment and withhold structure shall be deemed to be made at the time that TDOC notifies the Contractor in writing.
- C.3.b.vii. The Contractor agrees and understands that the determination by TDOC that exceptional circumstance(s) exist (or do not exist) and the determination of the type, amount and timing of any alteration, if any, is the sole prerogative of TDOC and is not subject to any review.

**C.3.c. Milestone / Gate Review Payments:**

<b>Milestone / Gate Review</b>	<b>Deliverables</b>	<b>Payment Percent</b>	<b>Amount</b>
<b>Project Initiation</b>	Project Management Plan (A.6.c.i.) Kickoff Meeting / Presentation (A.6.a.) Incoming Transition Plan (A.6.b.)	<b>5%</b>	<b>Amount will be populated by the State upon award of contract</b>
<b>Project Methodology Acceptance</b>	Work Breakdown Structure (A.6.c.i.a) Project Schedule (A.6.c.i.a) Resource Management Plan (A.6.c.i.b) Risk Management Plan (A.6.c.i.c) Issue Management Plan (A.6.c.i.d) Change Management Plan (A.6.c.i.e) Configuration Management Plan (A.6.c.i.f) Release Management Plan (A.6.c.i.g) Deliverable Review / Approval Plan (A.6.c.i.h.)	<b>10%</b>	<b>Amount will be populated by the State upon award of contract</b>

	Outgoing Transition Plan (A.6.c.i.l.) Security Plan (A.6.d.ii.) System Security Plan (A.6.d.iii) Plan of Action and Milestones (A.6.d.v.) Endpoint Protection Security Enforcement Rules (A.6.d.iv.) Incident Response Plan (A.6.d.vi.) Requirements Verification and Specification (A.6.e.iv.) Implementation Plan (A.6.h.) Privacy Impact Assessment (A.6.i.) Continuity of Operations Plan (A.6.m.) Test Plan (A.6.g.) Warranty Plan (A.6.c.i.n.)		
<b>Design Acceptance</b>	Solution Design Standards (A.6.e.) Standardized Solution Design documents (A.6.e.vi.) Security Management Plan (A.6.e.ix.) Information Security Risk Assessment (A.6.e.x.) Interface Design (A.6.k.ii.; A.6.e.vii.) Data Conversion Plan (A.6.f.) Organizational Change Management (OCM) Plan (A.6.s.)	<b>10%</b>	<b>Amount will be populated by the State upon award of contract</b>
<b>System and Test Readiness</b>	Implement Interfaces (A.6.o.) TDOC Solution Configuration (A.6.n.) Defect Tracking Log (A.6.g.iii.c.; A.6.g.iii.d.) Software Test Results Report (A.6.p.i.) Backup and Recovery Plan (A.6.l.) Maintenance and Support Plan (A.6.w.)	<b>10%</b>	<b>Amount will be populated by the State upon award of contract</b>
<b>Implementation Readiness</b>	Training (A.6.t.) User Acceptance Testing (A.6.u.) Knowledge Transfer Plan (A.6.j.) Operations Manual (A.6.k.) Maintenance and Support Contact List (A.6.w.iii.c.) Security Assessment Plan (A.6.r.) Third-Party Security and Privacy Assessment (A.6.q.)	<b>15%</b>	<b>Amount will be populated by the State upon award of contract</b>
<b>Phased Rollout Readiness</b>	Pilot Implementation (A.6.v.) Assessment of Pilot Test Results (A.6.v.iii.d.9.)	<b>10%</b>	<b>Amount will be populated by the State upon award of contract</b>
<b>Statewide Rollout</b>	Post-Implementation Assessment Report (A.6.y.)	<b>40%</b>	<b>Amount will be populated by the State upon award of contract</b>

C.3.d. The Contractor shall be compensated for Modifications and Enhancements and Change Orders without a formal amendment of this Contract PROVIDED THAT:

C.3.d.i. Compensation to the Contractor for Change Orders pursuant to Contract Section A.9. shall not exceed seven percent (7%) of the sum of all Gate Review Milestones/Deliverables.

C.3.d.i.a. Payments for Change Orders shall not be paid until completion of the functionality as determined by the State and the successful, unconditional pass of the associated Gate Review and State acceptance of all associated Deliverables.

C.3.d.ii. Compensation to the Contractor for Modifications and Enhancements requested and performed pursuant to Contract Section A.6.x. shall not exceed seven percent (7%) of the sum of all Milestone/Gate Review Deliverables.

- C.3.d.ii.a. Modifications and Enhancements shall be paid upon successful completion of the functionality as determined by the State in its sole discretion.
- C.3.d.iii. If, at any point during the Term, the State determines that the cost of necessary Modifications and Enhancements and Change Orders would exceed the maximum amount of Modifications and Enhancements and Change Orders, the State may amend this Contract to address the need.
- C.3.e. Compensation to the Contractor for Maintenance and Support services performed pursuant to Contract Section A.6.w., at a rate of \$ per year, shall commence upon the successful completion of the Statewide Rollout Milestone / Gate Review.
- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel time, travel expenses, meals, or lodging.
- C.5. Invoice Requirements. The Contractor shall invoice the State only for goods delivered and accepted by the State or services satisfactorily provided at the amounts stipulated in Section C.3.c., above. Contractor shall submit invoices and necessary supporting documentation, no more frequently than once a month, and no later than thirty (30) days after goods or services have been provided to the following address:

Tennessee Department of Correction Fiscal Services  
320 Sixth Avenue North  
Nashville, TN 37243

- C.5.a. Each invoice, on Contractor's letterhead, shall clearly and accurately detail all of the following information (calculations must be extended and totaled correctly):
  - C.5.a.i. Invoice number (assigned by the Contractor);
  - C.5.a.ii. Invoice date;
  - C.5.a.iii. Contract number (assigned by the State);
  - C.5.a.iv. Customer account name: Tennessee Department of Correction
  - C.5.a.v. Customer account number (assigned by the Contractor to the above-referenced Customer);
  - C.5.a.vi. Contractor name;
  - C.5.a.vii. Contractor Tennessee Edison registration ID number;
  - C.5.a.viii. Contractor contact for invoice questions (name, phone, or email);
  - C.5.a.ix. Contractor remittance address;
  - C.5.a.x. Description of delivered goods or services provided and invoiced, including identifying information as applicable;
  - C.5.a.xi. Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced;
  - C.5.a.xii. Applicable payment methodology (as stipulated in Section C.3.) of each good or service invoiced;
  - C.5.a.xiii. Amount due for each compensable unit of good or service; and
  - C.5.a.xiv. Total amount due for the invoice period.
  - C.5.a.xv. Contractor's invoice shall:
    - C.5.a.xv.a. 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;
    - C.5.a.xv.b. 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;
    - C.5.a.xv.c. 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

C.5.a.xv.d. Include shipping or delivery charges only as authorized in this Contract.

C.5.b. 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.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.

C.9.a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and

C.9.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:

Gail Fenkell, Assistant Commissioner of Community Engagement  
Department of Correction  
Rachel Jackson Building  
320 Sixth Avenue N., Nashville, TN 37243  
p. 615-837-5077  
Gail.Fenkell@tn.gov

The Contractor:

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

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

- D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable State officials.
- D.4. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate 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.
- D.10.a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at **RFP Attachment One- Attestation**, 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.

- D.10.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.
- D.10.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.10.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.
- D.10.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, 6time, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. The State's total liability under this Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability. This limitation of liability is cumulative and not per incident.
- D.18. Limitation of Contractor's Liability. In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Maximum Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for: (i) intellectual property or any Contractor indemnity obligations for infringement for third-party intellectual property rights; (ii) any claims covered by any specific provision in the Contract providing for liquidated damages; or (iii) any claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death. For clarity, except as otherwise expressly set forth in this Section, Contractor's indemnification obligations and other remedies available under this Contract are subject to the limitations on liability set forth in this Section.
- D.19. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys' fees, court costs, expert witness fees, and other litigation expenses for the State to enforce the terms of this Contract. In the event of any suit or claim, the Parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.
- D.20. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Contract.
- D.20.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.
- D.20.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.

- D.20.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.20.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 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. 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:
- D.23.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;
- D.23.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;
- D.23.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.23.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.
- 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:
- D.30.a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
  - D.30.b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below), which includes Pro Forma Contract Attachment One - Attestation, Pro Forma Contract Attachment Two - Applicable TDOC Policies and Forms, Pro Forma Contract Attachment Three - Service Level Requirements and Liquidated Damages, Pro Forma Contract Attachment Four - Performance Bond Template, Pro Forma Contract Attachment Five - OMS Requirements Matrix, and Pro Forma Contract Attachment Six - Attestation HIPAA Business Associate Agreement Compliance With Privacy and Security Rules);
  - D.30.c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
  - D.30.d. the State solicitation, as may be amended, requesting responses in competition for this Contract;
  - D.30.e. any technical specifications provided to proposers during the procurement process to award this Contract; and
  - D.30.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.**

**D.32.a. Commercial General Liability (“CGL”) Insurance**

D.32.a.i. 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).

D.32.a.ii. 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.

**D.32.b. Workers’ Compensation and Employer Liability Insurance**

D.32.b.i. For Contractors statutorily required to carry workers’ compensation and employer liability insurance, the Contractor shall maintain:

D.32.b.i.a. Workers’ compensation in an amount not less than one million dollars (\$1,000,000) including employer liability of one million dollars (\$1,000,000) per accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit by disease, and one million dollars (\$1,000,000) per employee for bodily injury by disease.

D.32.b.ii. If the Contractor certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Contractor shall furnish written proof of such exemption for one or more of the following reasons:

D.32.b.ii.a. The Contractor employs fewer than five (5) employees;

D.32.b.ii.b. The Contractor is a sole proprietor;

D.32.b.ii.c. The Contractor is in the construction business or trades with no employees;

D.32.b.ii.d. The Contractor is in the coal mining industry with no employees;

D.32.b.ii.e. The Contractor is a state or local government; or

D.32.b.ii.f. The Contractor self-insures its workers’ compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

**D.32.c. Automobile Liability Insurance**

D.32.c.i. The Contractor shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased, hired, and non- owned automobiles).

D.32.c.ii. The Contractor shall maintain bodily injury/property damage with a limit not less than one million dollars (\$1,000,000) per occurrence or combined single limit.

**D.32.d. Technology Professional Liability (Errors and Omissions)/Cyber Liability Insurance**

D.32.d.i. The Contractor shall maintain technology professional liability (errors and omissions)/cyber liability insurance appropriate to the Contractor’s profession in an amount not less than ten million dollars (\$10,000,000) per occurrence or claim and ten million dollars (\$10,000,000) annual aggregate, covering all acts, claims, errors, omissions, negligence, infringement of intellectual property (including copyright, patent and trade secret); network security and privacy risks, including but not limited to unauthorized access,

failure of security, information theft, damage to destruction of or alteration of electronic information, breach of privacy perils, wrongful disclosure and release of private information, collection, or other negligence in the handling of confidential information, and including coverage for related regulatory fines, defenses, and penalties.

D.32.d.ii. Such coverage shall include data breach response expenses, in an amount not less than ten million dollars (\$10,000,000) and payable whether incurred by the State or Contractor, including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services and expenses in the performance of services for the State or on behalf of the State hereunder.

D.32.e. Crime Insurance

D.32.e.i. 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.

D.32.e.ii. Any crime insurance policy shall have a limit not less than one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) in the aggregate. Any crime insurance policy shall contain a Social Engineering Fraud Endorsement with a limit of not less than two hundred and fifty thousand dollars (\$250,000). This insurance may be written on a claims-made basis, but in the event that coverage is cancelled or non-renewed, the Contractor shall purchase an extended reporting or "tail coverage" of at least two (2) years after the Term.

D.33. Major Procurement Contract Sales and Use Tax. Pursuant to Tenn. Code Ann. § 4-39-102 and to the extent applicable, the Contractor and the Contractor's subcontractors shall remit sales and use taxes on the sales of goods or services that are made by the Contractor or the Contractor's subcontractors and that are subject to tax.

D.34. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law. The obligations set forth in this Section shall survive the termination of this Contract.

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

D.36. Prohibited Contract Terms. The prohibited contract terms and conditions enumerated in Tenn. Code Ann. § 12-3-515, shall be a material provision of this Contract. The Contractor acknowledges, understands, and agrees that the inclusion of a term or condition prohibited

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

**E. SPECIAL TERMS AND CONDITIONS:**

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.

E.2. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's Response to RFP 32901-31243-23, **Attachment –6.2 Section B, Section B.15** and resulting in this Contract.

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

E.3. State Ownership of Goods. The State shall have ownership, right, title, and interest in all goods provided by Contractor under this Contract including full rights to use the goods and transfer title in the goods to any third parties.

E.4. Additional lines, items, or options. At its sole discretion, the State may make written requests to the Contractor to add lines, items, or options that are needed and within the Scope but were not included in the original Contract. Such lines, items, or options will be added to the Contract through a Memorandum of Understanding ("MOU"), not an amendment.

E.4.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:

E.4.a.i. The effect, if any, of adding the lines, items, or options on the other goods or services required under the Contract;

E.4.a.ii. Any pricing related to the new lines, items, or options;

E.4.a.iii. The expected effective date for the availability of the new lines, items, or options; and

E.4.a.iv. Any additional information requested by the State.

E.4.b. The State may negotiate the terms of the Contractor's proposal by requesting revisions to the proposal.

E.4.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.

E.4.d. Only after a MOU has been executed shall the Contractor perform or deliver the new lines, items, or options.

E.5. Intellectual Property Indemnity. The Contractor agrees to indemnify and hold harmless

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

- E.6. 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.7. 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, at no additional cost.
- E.8. Contractor Hosted Services Confidential Data, Audit, and Other Requirements
  - E.8.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:
    - E.8.a.i. The Contractor shall ensure that all Confidential State Data is housed in the continental United States, inclusive of backup data. 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.
    - E.8.a.ii. 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"); and (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), and 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.

- E.8.a.iii. The Contractor must annually perform Penetration Tests and Vulnerability Assessments against its Processing Environment. "Processing Environment" shall mean the combination of software and hardware on which the Application runs. "Application" shall mean the computer code that supports and accomplishes the State's requirements as set forth in this Contract. "Penetration Tests" shall be in the form of attacks on the Contractor's computer system, with the purpose of discovering security weaknesses which have the potential to gain access to the Processing Environment's features and data. The "Vulnerability Assessment" shall be designed and executed to define, identify, and classify the security holes (vulnerabilities) in the Processing Environment.

The Contractor shall allow the State, at its option, to perform Penetration Tests and Vulnerability Assessments on the Processing Environment.

The Contractor shall provide TDOC and Federal regulators the raw, un-redacted results of vulnerability scans, compliance scans, code scans, and any penetration test on demand.

- E.8.a.iv. 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
- E.8.a.v. 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.

#### E.8.b. Minimum Requirements

- E.8.b.i. 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>.
- E.8.b.ii. 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.
- E.8.b.iii. 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.
- E.8.b.iv. The Contractor shall implement and manage appropriate technical

security controls and safeguards to prevent the unauthorized access to, use of, or tampering with computers or computer systems, including hacker attacks, insider threat attacks, Advanced Persistent Threat (APT), abuse, and fraud, arising from the introduction of any form of malicious software including computer viruses, Trojans, worms, or otherwise causing damage to the Solution, TDOC, or third party's computer, computer system, network, or similar computer-related property and the data, software, and all programs.

E.8.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.

E.8.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:

E.8.d.i. "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:

E.8.d.i.a. 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: 30 minutes.

- E.8.d.i.b. 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: 4-8 HOURS
- E.8.d.ii. The Contractor and the Subcontractor(s) shall perform at least one Disaster Recovery Test every three hundred sixty-five (365) days. A “Disaster Recovery Test” shall mean the process of verifying the success of the restoration procedures that are executed after a critical IT failure or disruption occurs. The Disaster Recovery Test shall use actual State Data Sets that mirror production data, and success shall be defined as the Contractor verifying that the Contractor can meet the State’s RPO and RTO requirements. A “Data Set” is defined as a collection of related sets of information that is composed of separate elements but can be manipulated as a unit by a computer. The Contractor shall provide written confirmation to the State after each Disaster Recovery Test that its Disaster Recovery Capabilities meet the RPO and RTO requirements.

- E.8.e. The Contractor and any Subcontractor used by the Contractor to host State data, including data center vendors, shall be subject to an annual engagement by a CPA firm in accordance with the standards of the American Institute of Certified Public Accountants (“AICPA”) for a System and Organization Controls for service organizations (“SOC”) Type II audit. The State shall approve the SOC audit control objectives. The Contractor shall provide the State with the Contractor’s and Subcontractor’s annual 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 and 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 audits as they are included in the Maximum Liability of this Contract.

- E.9. Prohibited Advertising or Marketing. The Contractor shall not suggest or imply in advertising or marketing materials that Contractor’s goods or services are endorsed by the State. The restrictions on Contractor advertising or marketing materials under this Section shall survive the termination of this Contract.
- E.10. Prison Rape Elimination Act (PREA). The Contractor must comply with the Prison Rape Elimination Act (PREA) of 2003 (Federal law 42 U.S.C. 15601 et. seq.), with all applicable Federal PREA standards, and with all State policies and standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within facilities/programs/offices owned, operated, or contracted.



E.11. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

E.11.a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

E.11.b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

E.11.c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

E.12. Liquidated Damages. If any event giving rise to liquidated damages as detailed in Pro Forma Contract Attachment Three – Service Level Requirements and Liquidated Damages ("Liquidated Damages Event"), the State may assess damages on Contractor ("Liquidated Damages"). The State shall notify the Contractor of amounts to be assessed as Liquidated Damages. The Parties agree that due to the complicated nature of the Contractor's obligations under this Contract it would be difficult to specifically designate a monetary amount for Contractor's failure to fulfill its obligations regarding the Liquidated Damages Event as these amounts are likely to be uncertain and not easily proven. Contractor has carefully reviewed the Liquidated Damages contained in **Pro Forma Contract Attachment Three – Service Level Requirements and Liquidated Damages** and agrees that these amounts represent a reasonable relationship between the amount and what might reasonably be expected in the event of a Liquidated Damages Event, and are a reasonable estimate of the damages that would occur from a Liquidated Damages Event. The Parties agree that the Liquidated Damages represent solely the damages and injuries sustained by the State in losing the benefit of the bargain with Contractor and do not include any injury or damage sustained by a third party. The Contractor agrees that the Liquidated Damages are in addition to any amounts Contractor may owe the State pursuant to the indemnity provision or any other sections of this Contract.

The State is not obligated to assess Liquidated Damages before availing itself of any other remedy. The State may choose to discontinue Liquidated Damages and avail itself of any other remedy available under this Contract or at law or equity.

E.13. 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.14. Federal Funding Accountability and Transparency Act (FFATA). This Contract requires the Contractor to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Contractor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Contractor provides information to the State as required. The Contractor shall comply with the following:

E.14.a. Reporting of Total Compensation of the Contractor's Executives.

E.14.a.i. The Contractor shall report the names and total compensation of each of its five most highly compensated executives for the Contractor's preceding completed fiscal year, if in the Contractor's preceding fiscal year it received:

E.14.a.i.a. 80 percent or more of the Contractor's annual gross revenues from federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2

- CFR 170.320 (and subawards); and
- E.14.a.i.b. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and subawards); and
- E.14.a.i.c. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Securities and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

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

- E.14.a.ii. Total compensation means the cash and noncash dollar value earned by the executive during the Contractor’s preceding fiscal year and includes the following (for more information see 17 C.F.R. § 229.402(c)(2)):
  - E.14.a.ii.a. Salary and bonus.
  - E.14.a.ii.b. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - E.14.a.ii.c. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - E.14.a.ii.d. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - E.14.a.ii.e. Above-market earnings on deferred compensation which is not tax qualified.
  - E.14.a.ii.f. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- E.14.b. The Contractor must report executive total compensation described above to the State by the end of the month during which this Contract is awarded.
- E.14.c. If this Contract is amended to extend the Term, the Contractor must submit an executive total compensation report to the State by the end of the month in which the term extension becomes effective.
- E.14.d. The Contractor will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>. The Contractor’s failure to comply with the above requirements is a material breach of this Contract for which the State may terminate this Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Contractor unless and until the Contractor is in full compliance with the above requirements.

- E.15. Equal Employment Opportunity. During the performance of this Contract, the Contractor agrees as follows:
- E.15.a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
  - E.15.b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
  - E.15.c. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
  - E.15.d. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - E.15.e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
  - E.15.f. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
  - E.15.g. In the event of the Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the

Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- E.15.h. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or Contractor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or Contractor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

- E.16. Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the Contractor will, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other

manufactured products. For purposes of this clause: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

E.17. No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the Contract.

E.18. 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.19. 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.20. Transfer of Ownership of Custom Software Developed for the State.

E.20.a. Definitions.

E.20.a.i. "Contractor-Owned Software," shall mean commercially available software the rights to which are owned by Contractor, including but not limited to "Commercial-Off-The-Shelf" (COTS) system which is not developed using State's money or resources.

E.20.a.ii. "Custom-Developed Application Software," shall mean customized application software developed by Contractor for the State under this Contract intended to function with the Contractor-Owned Software or any Work Product provided under this Contract.

E.20.a.iii. "Rights Transfer Application Software," shall mean any pre-existing application software and documentation owned or supplied by Contractor or a third party necessary for the use, functioning, support, or maintenance of the Contractor-Owned Software, the Custom-Developed Application Software, Third Party Software, and any Work Product provided to State.

E.20.a.iv. "Third-Party Software," shall mean software supplied by Contractor under this Contract or necessary for the functioning of any Work Product not owned by the State or the Contractor.

E.20.a.v. "Work Product," shall mean all deliverables such as software, software source code, documentation, and planning that are created, designed, developed, or documented by the Contractor for the State under this Contract. Work Product shall include Rights Transfer Application Software.

E.20.b. Rights and Title to the Software

E.20.b.i. All right, title and interest in and to the Contractor-Owned Software shall at all times remain with Contractor, subject to any license or transfer of rights or ownership granted under this Contract. Contractor grants the State a perpetual non-exclusive license to the Contractor-Owned Software to be

used solely with the Custom-Developed Application Software and the Work Product.

- E.20.b.ii. Contractor shall provide the source code in the Custom-Developed Application Software, Work Product and the Contractor-Owned Software, with all subsequent modifications, enhancements, bug-fixes or any other changes in the source code of the Work Product and the Contractor-Owned Software and all other code and documentation necessary for the Custom-Developed Application Software to be installed and function as intended and as set forth in this Contract, to the State.
  - E.20.b.iii. Contractor may lease or sell the Custom-Developed Application Software to third parties with the written permission of the State, which permission may be conditioned on the State receiving royalties from such sales or licenses.
  - E.20.b.iv. All right, title and interest in and to the Custom-Developed Application Software, and to modifications thereof made by State, including without limitation all copyrights, patents, trade secrets and other intellectual property and other proprietary rights embodied by and arising out of the Custom-Developed Application Software, shall belong to State. To the extent such rights do not automatically belong to State, Contractor hereby assigns, transfers, and conveys all right, title and interest in and to the Custom-Developed Application Software, including without limitation the copyrights, patents, trade secrets, and other intellectual property rights arising out of or embodied by the Custom-Developed Application Software. Contractor and its employees, agents, Contractors or representatives shall execute any other documents that State or its counsel deem necessary or desirable to document this transfer or allow State to register its claims and rights to such intellectual property rights or enforce them against third parties.
  - E.20.b.v. All right, title and interest in and to the Third-Party Software shall at all times remain with the third party, subject to any license or other rights granted to the State under this Contract or otherwise.
- E.20.c. The Contractor may use for its own purposes the general knowledge, skills, experience, ideas, concepts, know-how, and techniques obtained and used during the course of performing under this Contract. The Contractor may develop for itself, or for others, materials which are similar to or competitive with those that are produced under this Contract.
- E.21. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible personal property furnished by the State for the Contractor's use under this Contract. Upon termination of this Contract, all property furnished by the State shall be returned to the State in the same condition as when received, less ordinary wear and tear. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the fair market value of the property at the time of loss.

**IN WITNESS WHEREOF,**

**CONTRACTOR LEGAL ENTITY NAME:**

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**CONTRACTOR SIGNATURE**

**DATE**

---

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

**TENNESSEE DEPARTMENT OF CORRECTION:**

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**FRANK STRADA, COMMISSIONER**

**DATE**

**PRO FORMA CONTRACT ATTACHMENT ONE - ATTESTATION**

**ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE**

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



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

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**CONTRACTOR SIGNATURE**

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

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**PRINTED NAME AND TITLE OF SIGNATORY**

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**DATE OF ATTESTATION**

**PRO FORMA CONTRACT ATTACHMENT TWO - APPLICABLE TDOC POLICIES**

**Please see Attachment Two titled *Pro Forma Att. 2*  
*Applicable TDOC Policies***

**PRO FORMA CONTRACT ATTACHMENT THREE - SERVICE LEVEL REQUIREMENTS & LIQUIDATED DAMAGES**

The Department desires to contract with a Contractor who clearly demonstrates its willingness to be held accountable for the achievement of successful Contract performance upon execution of the Contract. The Contractor agrees it may be assessed a reasonable number of financial consequences which are not intended to be a penalty, and are solely intended to incentivize performance under the Contract. Nothing in this Section shall be construed to make the Contractor liable for delays that are beyond their reasonable control. The Department’s Contract Manager shall determine as to what the term “reasonable” will mean in the context of any delay. Nothing in this Section shall limit the Department’s right to pursue other remedies at equity or law if damages occur.

*Table 1: Defect Severity*

<b>Severity</b>	<b>Description</b>
<b>1 - Urgent</b>	A problem that severely impacts the State’s use of the Solution, or any of its components, such as: loss of data or Solution is unable to function. A majority of end users of the Production Instance are affected, or an entire business division is affected, or the outage has occurred during a critical business process or period. The situation halts State’s business operations and no procedural workarounds exist.
<b>2 - High</b>	A problem where the Solution, or any of its components, is functioning, but the use is severely reduced. The issue affects large portions of the user community. This includes high visibility issues involving upper management or time sensitive issues. The situation is causing a high impact to portions of the State’s business operations and no procedural workarounds exist.
<b>3 - Medium</b>	A problem that involves partial, non-critical loss of use of the Solution, or any of its components. The situation is causing a medium to-low impact on the State’s business operations or impacts a limited user base, but users can continue to function, including by using a procedural workaround.
<b>4 - Low</b>	An informational inquiry or nonrecurring issue exists with the Production Instance that affects a few non-critical users or processes. Workarounds are readily available or unnecessary. Examples of this type of priority would be a component has some sort of visual inconsistency, display defect, formatting problem or other inconsequential defect that does not impact system performance or degrade operations.

Table 2: Service Level Requirements (SLR)

SLR #	Title / Description	Service Level Requirement	Liquidated Damage
1	Severity 1 Urgent Response Time	Within one (1) hour from the time a severity Level-1 problem is reported to the Contractor, the Contractor shall assign dedicated resources as required to solve the problem. The Contractor shall provide a status update to the State's Technical Contact (identified in Section E.2.) or his/her designee every two (2) hours until the problem is resolved. If the problem is not resolved within two (2) hours the issue shall be escalated to the Contractor's Chief Product Officer or the Contractor's equivalent senior management.	Twenty thousand dollars (\$20,000) per occurrence
2	Severity 2 High Response Time	Within four (4) hours from the time a Level-2 problem is reported to the Contractor, the Contractor shall assign dedicated resources as required to solve the problem. The Contractor shall provide a status update to the State's Technical Contact (identified in Section E.2.) or his/her designee every eight (8) hours for the first twenty-four (24) hours of the incident; then every twenty four (24) hours thereafter until the problem is resolved. If the problem is not resolved within eight (8) hours the issue shall be escalated to the Contractor's senior management.	Ten thousand dollars (\$10,000) per occurrence
3	Severity 3 Medium Response Time	Within 24 hours from the time a severity Level-3 problem is reported to the Contractor, the Contractor shall assign resources to solve the problem within a mutually agreed upon timeframe. The Contractor shall provide a status update to the State's Technical Contact (identified in Section E.2.) or his/her designee every forty-eight (48) hours until the problem is resolved, or a workaround provided or a fix scheduled for a future date or release.	Five thousand dollars (\$5,000) per occurrence
4	Severity 4 Low Response Time	Within 24 hours from the time a severity Level-4 problem is reported to the Contractor, the Contractor shall assign resources to solve the problem within a mutually agreed upon timeframe. The Contractor shall provide a status update to the State's Technical Contact (identified in	Five thousand dollars (\$5,000) per occurrence

		Section E.2.) or his/her designee every forty-eight (48) hours until the problem is resolved, or a workaround provided, or a fix scheduled for a future date or release.	
5	Solution Uptime	The Contractor shall provide support services for the Solution to ensure the availability of the Solution ninety-nine percent (99.9%) of the time calculated on a twenty-four (24) hours a day, seven (7) days a week, 365 days a year. The Solution is considered unavailable when any of the capabilities do not function as described in this RFP and subsequent documentation.	<p>TDOC will assess as specified below, per hour for each hour or portion thereof, if the Solution fails to meet the 99.9% Solution Uptime Standard. This metric is measured monthly.</p> <p>\$1,000/hour &gt;0 up to 24 hours beyond the Solution Uptime Standard  \$2,000/hour &gt;24 to 48 hours beyond the Solution Uptime Standard  \$3,000/hour &gt; 48 hours beyond the Solution Uptime Standard</p>
6	Privacy Incident	<p>Privacy Incident Reporting - Immediately, not to exceed one (1) hour after awareness of incident. Any Solution privacy incident involving sensitive data shall be reported, in accordance with TDOC privacy and security protocols for incident response, to the project manager immediately and not to exceed one (1) hour after awareness of incident.</p> <p>For these purposes, a Privacy Incident is defined as, but not limited to the following scenarios: a loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users, and for an unauthorized purpose, have access or potential access to PII/PHI in usable form, whether physical or electronic.</p>	One thousand dollars (\$1,000) per hour after the initial hour, between privacy incident and written report of the breach to the project manager.

7	Backup and Recovery and Business Continuity	Each year the Contractor must conduct and pass a comprehensive technical and operational test of the Backup and Recovery Plan and Business Continuity Plan.	Five thousand dollars (\$5,000) for each month until the failure to execute or the failed test is resolved.
8	Response Time	The Solution shall accommodate an average user interface response time of two (2) seconds or less per discrete transaction. Measured monthly.	Five thousand dollars (\$5,000) per month if the average user interface response time is greater than two (2) seconds.
9	COTS Package	All COTS packages must be no less than current release levels (N-1) at all times or N-2 with exceptions/approval from TDOC 100% of the time.	Two thousand dollars (\$2,000) per COTS package per month until corrected.

Table 3: Gate Reviews

Gate Review	Service Description	Liquidated Damage Amount
<b>Project Initiation</b>	Project Management Plan (A.6.c.i.) Kickoff Meeting / Presentation (A.6.a.) Incoming Transition Plan (A.6.b.)	<ul style="list-style-type: none"> <li>Fifteen thousand dollars (\$15,000) if the deliverables in the gate review are past the agreed upon due date beyond 7 days up to 21 days.</li> <li>Thirty thousand dollars (\$30,000) if the deliverables in the gate review are past the agreed upon due date beyond 22 days up to 35 days.</li> <li>Forty-five thousand dollars (\$45,000) if the deliverables in the gate review are past the agreed upon due date beyond 36 days and up to 45 days.</li> <li>Thirty thousand dollars (\$30,000) per day if the deliverables in gate review are past the agreed upon due date beyond 45 days.</li> </ul>
<b>Project Methodology Acceptance</b>	Work Breakdown Structure (A.6.c.i.a) Project Schedule (A.6.c.i.a) Resource Management Plan (A.6.c.i.b) Risk Management Plan (A.6.c.i.c) Issue Management Plan (A.6.c.i.d) Change Management Plan (A.6.c.i.e) Configuration Management Plan (A.6.c.i.f) Release Management Plan (A.6.c.i.g) Deliverable Review / Approval Plan (A.6.c.i.h.) Outgoing Transition Plan (A.6.c.i.i.) Security Plan (A.6.d.ii.) System Security Plan (A.6.d.iii) Plan of Action and Milestones (A.6.d.v.) Endpoint Protection Security Enforcement Rules (A.6.d.iv.) Incident Response Plan (A.6.d.vi.) Requirements Verification and Specification (A.6.e.iv.) Implementation Plan (A.6.h.)	

	Privacy Impact Assessment (A.6.i.) Continuity of Operations Plan (A.6.m.) Test Plan (A.6.g.) Warranty Plan (A.6.c.i.n.)
<b>Design Acceptance</b>	Solution Design Standards (A.6.e.) Standardized Solution Design documents (A.6.e.vi.) Security Management Plan (A.6.e.ix.) Information Security Risk Assessment (A.6.e.x.) Interface Design (A.6.k.ii.; A.6.e.vii.) Data Conversion Plan (A.6.f.) Organizational Change Management (OCM) Plan (A.6.s.)
<b>System and Test Readiness</b>	Implement Interfaces (A.6.o.) TDOC Solution Configuration (A.6.n.) Defect Tracking Log (A.6.g.iii.c.; A.6.g.iii.d.) Software Test Results Report (A.6.p.i.) Backup and Recovery Plan (A.6.l.) Maintenance and Support Plan (A.6.w.)
<b>Implementation Readiness</b>	Training (A.6.t.) User Acceptance Testing (A.6.u.) Knowledge Transfer Plan (A.6.j.) Operations Manual (A.6.k.) Maintenance and Support Contact List (A.6.w.iii.c.) Security Assessment Plan (A.6.r.) Third-Party Security and Privacy Assessment (A.6.q.)
<b>Phased Rollout Readiness</b>	Pilot Implementation (A.6.v.) Assessment of Pilot Test Results (A.6.v.iii.d.9.)
<b>Statewide Rollout</b>	Post-Implementation Assessment Report (A.6.y.)

**PRO FORMA CONTRACT ATTACHMENT FOUR – PERFORMANCE BOND TEMPLATE**

BOND NO.#

**PERFORMANCE BOND KNOW ALL MEN BY THESE**

**PRESENTS:** that We,

Contractor name  
Contractor address  
Contractor telephone

(hereinafter called the "Principal"), whose principal business address and telephone number is as stated above; and

Surety name  
Surety

address  
Surety  
telephone

(hereinafter called the "Surety"), whose principal address and telephone number is as stated above, a surety insurer chartered and existing under the laws of the State of Tennessee and authorized to do business in the State of Tennessee;

are held and firmly bound unto the State of Tennessee Department of General Services Central Procurement Office("TDOC"), whose principal address is 312 Rosa L. Parks Avenue, 3<sup>rd</sup> Floor, Nashville, TN 37243, and whose principal telephone number is 615-741-1035 in the penal sum of **written amount(\$ number)** for payment of which we bond ourselves, our heirs, our personal representatives, our successors and our assignees, jointly and severally.

**WHEREAS**, Principal has entered into a contract with State for **solicitation name** (Solicitation No. #) (the "Contract") in accordance with the scope of services and deliverables (the "Scope") set forth in Section **reference** of the Contract.

**THE CONDITION OF THIS BOND** is that if Principal:

Performs the Contract at the times and in the manner prescribed in the Contract; and

Pays State any and all losses, damages, costs and attorneys' fees, including appellate proceedings, that State sustains because of any default by Principal under the Contract, including, but not limited to, all delay damages, whether liquidated or actual, incurred by State; and

Performs, to the satisfaction of State the Scope under the Contract for the time specified in the Contract; then this bond is void; otherwise it remains in full force.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to in the Contract shall in anyway affect its obligation under this bond. The Surety waives notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to the Scope.

It is expressly understood the time provision under Tenn. Code Ann. § 12-3-502 shall apply to this bond. Bond must be received within fourteen (14) calendar days of receipt / of request by the State or a Delegated State Agency.

By execution of this bond, the Surety acknowledges that it has read the Surety qualifications and obligations imposed by the Contract and hereby satisfies those conditions.

**IN WITNESS WHEREOF**, the above bounded parties have executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, the name of each party being affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered  
In the presence of:

PRINCIPAL: Contractor name



By: \_\_\_\_\_  
(Contractor's authorized signatory)

\_\_\_\_\_  
(Printed name and title)

STATE OF TENNESSEE  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ before me personally  
appeared

\_\_\_\_\_, to me known to be the  
person (or persons) described in and who executed the foregoing instrument,  
and acknowledged that such person (or persons) executed the same as such  
person (or person's) free act and deed.

\_\_\_\_\_  
Notary Public  
Printed Name: \_\_\_\_\_

Commission Expires:  
\_\_\_\_\_

Signed, sealed and delivered  
In the presence of:

SURETY: Surety name

By: \_\_\_\_\_  
(Surety's authorized signatory)

\_\_\_\_\_  
(Printed name and title)

STATE OF TENNESSEE  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, before me personally  
appeared

\_\_\_\_\_, to me known to be  
the person (or persons) described in and who executed the foregoing instrument,  
and acknowledged that such person (or persons) executed the same as such  
person (or person's) free act and deed.

\_\_\_\_\_  
Notary Public  
Printed Name:

Commission Expires:  
\_\_\_\_\_

**PRO FORMA CONTRACT ATTACHMENT FIVE – OMS REQUIREMENTS MATRIX FINAL**

Please reference the Excel Document titled *Attachment 6.7 - OMS Requirements Matrix Final*

**PRO FORMA CONTRACT ATTACHMENT SIX- HIPAA BUSINESS ASSOCIATE AGREEMENT  
COMPLIANCE WITH PRIVACY AND SECURITY RULES**

**A Business Associate Agreement shall be completed when required by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and related regulations. The use of this model is optional and serves as a guide. Add, delete, or revise information in the model as needed.**

**HIPAA BUSINESS ASSOCIATE AGREEMENT  
COMPLIANCE WITH PRIVACY AND SECURITY RULES**

THIS BUSINESS ASSOCIATE AGREEMENT (hereinafter "Agreement") is between **The State of Tennessee, Department of Correction** (hereinafter "Covered Entity") and **BUSINESS ASSOCIATE NAME** (hereinafter "Business Associate"). Covered Entity and Business Associate may be referred to herein individually as "Party" or collectively as "Parties."

**BACKGROUND**

Parties acknowledges that they are subject to the Privacy and Security Rules (45 CFR Parts 160 and 164) promulgated by the United States Department of Health and Human Services pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191 as amended by Public Law 111-5, Division A, Title XIII (the HITECH Act), in certain aspects of its operations.

**Business Associate** provides services to the covered entity pursuant to one or more contractual relationships detailed below and hereinafter referred to as "Service Contracts."

**LIST OF AGREEMENTS AFFECTED BY THIS BUSINESS ASSOCIATE AGREEMENT:**

**LIST OF CONTRACTS AFFECTED BY HIPAA REQUIREMENTS OR NOT APPLICABLE**

**Contract Name:**

**Execution Date:**

In the course of executing Service Contracts, Business Associate may come into contact with, use, or disclose Protected Health Information ("PHI"). Said Service Contract(s) are hereby incorporated by reference and shall be taken and considered as a part of this document the same as if fully set out herein.

In accordance with the federal privacy and security regulations set forth at 45 C.F.R. Part 160 and Part 164, Subparts A, C, D and E, which require Covered Entity to have a written memorandum with each of its Business Associates, the Parties wish to establish satisfactory assurances that Business Associate will appropriately safeguard PHI and, therefore, make this Agreement.

**DEFINITIONS**

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 CFR §§ 160.103, 164.103, 164.304, 164.501 and 164.504.

- 1.1 "Breach of the Security of the [Business Associate's Information] System" shall have the meaning set out in its definition at T.C.A. § 47-18-2107
- 1.2 "Business Associate" shall have the meaning set out in its definition at 45 C.F.R. § 160.103.
- 1.3 "Covered Entity" shall have the meaning set out in its definition at 45 C.F.R. § 160.103.
- 1.4 "Designated Record Set" shall have the meaning set out in its definition at 45 C.F.R. § 164.501.

- 1.5 "Electronic Protected Health Care Information" shall have the meaning set out in its definition at 45 C.F.R. § 160.103.
- 1.6 "Genetic Information" shall have the meaning set out in its definition at 45 C.F.R. § 160.103.
- 1.7 "Health Care Operations" shall have the meaning set out in its definition at 45 C.F.R. § 164.501.
- 1.8 "Individual" shall have the same meaning as the term "individual" in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
- 1.9 "Information Holder" shall have the meaning set out in its definition at T.C.A. § 47-18-2107
- 1.10 "Marketing" shall have the meaning set out in its definition at 45 C.F.R. § 164.501.
- 1.11 "Personal information" shall have the meaning set out in its definition at T.C.A. § 47-18-2107
- 1.12 "Privacy Official" shall have the meaning as set out in its definition at 45 C.F.R. § 164.530(a)(1).
- 1.13 "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, subparts A, and E.
- 1.14 "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- 1.15 "Required by Law" shall have the meaning set forth in 45 CFR § 164.512.
- 1.16 "Security Incident" shall have the meaning set out in its definition at 45 C.F.R. § 160.304.
- 1.17 "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Parts 160 and 164, Subparts A and C.

## **2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE (Privacy Rule)**

- 2.1 Business Associate is authorized to use PHI for the purposes of carrying out its duties under the Services Contract. In the course of carrying out these duties, including but not limited to carrying out the Covered Entity's duties under HIPAA, Business Associate shall fully comply with the requirements under the Privacy Rule applicable to "business associates," as that term is defined in the Privacy Rule and not use or further disclose PHI other than as permitted or required by this Agreement, the Service Contracts, or as Required By Law. Business Associate is subject to requirements of the Privacy Rule as required by Public Law 111-5, Section 13404 [designated as 42 U.S.C. 17934] In case of any conflict between this Agreement and the Service Contracts, this Agreement shall govern.
- 2.2 The Health Information Technology for Economic and Clinical Health Act (HITECH) was adopted as part of the American Recovery and Reinvestment Act of 2009. HITECH and its implementing regulations impose new requirements on Business Associates with respect to privacy, security, and breach notification. Business Associate hereby acknowledges and agrees that to the extent it is functioning as a Business Associate of Covered Entity, Business Associate shall comply with HITECH. Business Associate and the Covered Entity further agree that the provisions of HIPAA and HITECH that apply to business associates and that are required to be incorporated by reference in a business associate agreement have been incorporated into this Agreement between Business Associate and Covered Entity. Should any provision not be set forth specifically, it is as

if set forth in this Agreement in its entirety and is effective as of the Applicable Effective Date, and as amended.

- 2.3 Business Associate shall use appropriate administrative, physical, and technical safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement, Services Contract(s), or as Required By Law. This includes the implementation of Administrative, Physical, and Technical Safeguards to reasonably and appropriately protect the Covered Entity's PHI against any reasonably anticipated threats or hazards, utilizing the technology commercially available to the Business Associate. The Business Associate shall maintain appropriate documentation of its compliance with the Privacy Rule, including, but not limited to, its policies, procedures, records of training and sanctions of members of its Workforce.
- 2.4 Business Associate shall require any agent, including a subcontractor, to whom it provides PHI received from, maintained, created or received by Business Associate on behalf of Covered Entity or that carries out any duties for the Business Associate involving the use, custody, disclosure, creation of, or access to PHI or other confidential information, to agree, by written contract with Business Associate, to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- 2.5 Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
- 2.6 Business Associate shall require its employees, agents, and subcontractors to promptly report, to Business Associate, immediately upon becoming aware of any use or disclosure of PHI in violation of this Agreement. Business Associate shall report to Covered Entity any use or disclosure of the PHI not provided for by this Agreement. Business Associate will also provide additional information reasonably requested by the Covered Entity related to the breach.
- 2.7 As required by the Breach Notification Rule, Business Associate shall, and shall require its subcontractor(s) to, maintain systems to monitor and detect a Breach of Unsecured PHI, whether in paper or electronic form.
  - 2.7.1 Business Associate shall provide to Covered Entity notice of a Provisional or Actual Breach of Unsecured PHI immediately upon becoming aware of the Breach.
  - 2.7.2 Business Associate shall cooperate with Covered Entity in timely providing the appropriate and necessary information to Covered Entity.
  - 2.7.3 Covered Entity shall make the final determination whether the Breach requires notification and whether the notification shall be made by Covered Entity or Business Associate.
- 2.8 If Business Associate receives PHI from Covered Entity in a Designated Record Set, Business Associate shall provide access, at the request of Covered Entity, to PHI in a Designated Record Set to Covered Entity, in order to meet the requirements under 45 CFR § 164.524, provided that Business Associate shall have at least 30 business days from Covered Entity notice to provide access to, or deliver such information.
- 2.9 If Business Associate receives PHI from Covered Entity in a Designated Record Set, then Business Associate shall make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to the 45 CFR § 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity, provided that Business Associate shall have at least 30 business days from Covered Entity notice to make an amendment.

- 2.10 Business Associate shall make its internal practices, books, and records including policies and procedures and PHI, relating to the use and disclosure of PHI received from, created by or received by Business Associate on behalf of, Covered Entity available to the Secretary of the United States Department of Health in Human Services or the Secretary's designee, in a time and manner designated by the Secretary, for purposes of determining Covered Entity's or Business Associate's compliance with the Privacy Rule.
- 2.11 Business Associate shall document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosure of PHI in accordance with 45 CFR § 164.528.
- 2.12 Business Associate shall provide Covered Entity or an Individual, in time and manner designated by Covered Entity, information collected in accordance with this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528, provided that Business Associate shall have at least 30 business days from Covered Entity notice to provide access to, or deliver such information which shall include, at minimum, (a) date of the disclosure; (b) name of the third party to whom the PHI was disclosed and, if known, the address of the third party; (c) brief description of the disclosed information; and (d) brief explanation of the purpose and basis for such disclosure. Business Associate shall provide an accounting of disclosures directly to an individual when required by section 13405(c) of Public Law 111-5 [designated as 42 U.S.C. 17935(c)].
- 2.13 Business Associate agrees it must limit any use, disclosure, or request for use or disclosure of PHI to the minimum amount necessary to accomplish the intended purpose of the use, disclosure, or request in accordance with the requirements of the Privacy Rule.
  - 2.13.1 Business Associate represents to Covered Entity that all its uses and disclosures of, or requests for, PHI shall be the minimum necessary in accordance with the Privacy Rule requirements.
  - 2.13.2 Covered Entity may, pursuant to the Privacy Rule, reasonably rely on any requested disclosure as the minimum necessary for the stated purpose when the information is requested by Business Associate.
  - 2.13.3 Business Associate acknowledges that if Business Associate is also a covered entity, as defined by the Privacy Rule, Business Associate is required, independent of Business Associate's obligations under this Memorandum, to comply with the Privacy Rule's minimum necessary requirements when making any request for PHI from Covered Entity.
- 2.14 Business Associate shall adequately and properly maintain all PHI received from, or created or received on behalf of, Covered Entity
- 2.15 If Business Associate receives a request from an Individual for a copy of the individual's PHI, and the PHI is in the sole possession of the Business Associate, Business Associate will provide the requested copies to the individual and notify the Covered Entity of such action. If Business Associate receives a request for PHI in the possession of the Covered Entity, or receives a request to exercise other individual rights as set forth in the Privacy Rule, Business Associate shall notify Covered Entity of such request and forward the request to Covered Entity. Business Associate shall then assist Covered Entity in responding to the request.
- 2.16 Business Associate shall fully cooperate in good faith with and to assist Covered Entity in complying with the requirements of the Privacy Rule.

**3 OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE (Security Rule)**

- 3.1 Business Associate shall fully comply with the requirements under the Security Rule applicable to "business associates," as that term is defined in the Security Rule. In case of any conflict between this Agreement and Service Agreements, this Agreement shall govern.
- 3.2 Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the covered entity as required by the Security Rule and Public Law 111-5. This includes specifically, but is not limited to, the utilization of technology commercially available at the time to the Business Associate to protect the Covered Entity's PHI against any reasonably anticipated threats or hazards. The Business Associate understands that it has an affirmative duty to perform a regular review or assessment of security risks, conduct active risk management and supply best efforts to assure that only authorized persons and devices access its computing systems and information storage, and that only authorized transactions are allowed. The Business Associate will maintain appropriate documentation to certify its compliance with the Security Rule.
- 3.3 Business Associate shall ensure that any agent, including a subcontractor, to whom it provides electronic PHI received from or created for Covered Entity or that carries out any duties for the Business Associate involving the use, custody, disclosure, creation of, or access to PHI supplied by Covered Entity, to agree, by written contract (or the appropriate equivalent if the agent is a government entity) with Business Associate, to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- 3.4 Business Associate shall require its employees, agents, and subcontractors to report to Business Associate within five (5) business days, any Security Incident (as that term is defined in 45 CFR § 164.304) of which it becomes aware. Business Associate shall promptly report any Security Incident of which it becomes aware to Covered Entity.
- 3.5 Business Associate shall make its internal practices, books, and records including policies and procedures relating to the security of electronic PHI received from, created by or received by Business Associate on behalf of, Covered Entity available to the Secretary of the United States Department of Health in Human Services or the Secretary's designee, in a time and manner designated by the Secretary, for purposes of determining Covered Entity's or Business Associate's compliance with the Security Rule.
- 3.6 Business Associate shall fully cooperate in good faith with and to assist Covered Entity in complying with the requirements of the Security Rule.
- 3.7 Notification for the purposes of Sections 2.8 and 3.4 shall be in writing made by email/fax, certified mail or overnight parcel immediately upon becoming aware of the event, with supplemental notification by facsimile and/or telephone as soon as practicable, to:
 

Tennessee Department of Correction  
 Erik Busby, Sourcing Account Specialist, Central Procurement Office  
 Tennessee Tower, 3<sup>rd</sup> Floor  
 312 Rosa L. Parks Ave.  
 Nashville, TN 37243  
 Telephone: 615-253-8900
- 3.8 Business Associate identifies the following key contact persons for all matters relating to this Agreement:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

---

Business Associate shall notify Covered Entity of any change in the key contact during the term of this Agreement in writing within ten (10) business days.

#### **4. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE**

- 4.1 Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in Service Contract(s), provided that such use or disclosure would not violate the Privacy and Security Rule, if done by Covered Entity. Business Associate's disclosure of PHI shall be subject to the limited data set and minimum necessary requirements of Section 13405(b) of Public Law 111-5, [designated as 42 U.S.C. 13735(b)]
- 4.2 Except as otherwise limited in this Agreement, Business Associate may use PHI as required for Business Associate's proper management and administration or to carry out the legal responsibilities of the Business Associate.
- 4.3 Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or provided that, if Business Associate discloses any PHI to a third party for such a purpose, Business Associate shall enter into a written agreement with such third party requiring the third party to: (a) maintain the confidentiality, integrity, and availability of PHI and not to use or further disclose such information except as Required By Law or for the purpose for which it was disclosed, and (b) notify Business Associate of any instances in which it becomes aware in which the confidentiality, integrity, and/or availability of the PHI is breached immediately upon becoming aware.
- 4.4 Except as otherwise limited in this Agreement, Business Associate may use PHI to provide data aggregation services to Covered Entity as permitted by 42 CFR § 164.504(e)(2)(i)(B).
- 4.5 Business Associate may use PHI to report violations of law to appropriate Federal and State Authorities consistent with 45 CFR 164.502(j)(1).
- 4.6 Business Associate shall not use or disclose PHI that is Genetic Information for underwriting purposes. Moreover, the sale, marketing or the sharing for commercial use or any purpose construed by Covered Entity as the sale, marketing or commercial use of member's personal or financial information with affiliates, even if such sharing would be permitted by federal or state laws, is prohibited.
- 4.7 Business Associate shall enter into written agreements that are substantially similar to this Business Associate Agreements with any Subcontractor or agent which Business Associate provides access to Protected Health Information.
- 4.8 Business Associates shall implement and maintain information security policies that comply with the HIPAA Security Rule.

#### **5. OBLIGATIONS OF COVERED ENTITY**

- 5.1 Covered Entity shall provide Business Associate with the Notice of Privacy Practices that Covered Entity produces in accordance with 45 CFR § 164.520, as well as any changes to such notice. Covered Entity shall notify Business Associate of any limitations in its notice that affect Business Associate's use or disclosure of PHI.



- 5.2 Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses.
- 5.3 Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use of PHI.

## **6. PERMISSIBLE REQUESTS BY COVERED ENTITY**

- 6.1 Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy or Security Rule, if done by Covered Entity.

## **7. TERM AND TERMINATION**

- 7.1 Term. This Agreement shall be effective as of the date on which it is signed by both parties and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, Section 7.3. below shall apply.

### **7.2 Termination for Cause.**

7.2.1 This Agreement authorizes and Business Associate acknowledges and agrees Covered Entity shall have the right to immediately terminate this Agreement and Service Contracts in the event Business Associate fails to comply with, or violates a material provision of, requirements of the Privacy and/or Security Rule or this Memorandum.

7.2.2 Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

7.2.2.1 Provide a reasonable opportunity for Business Associate to cure the breach or end the violation, or

7.2.2.2 If Business Associate has breached a material term of this Agreement and cure is not possible or if Business Associate does not cure a curable breach or end the violation within a reasonable time as specified by, and at the sole discretion of, Covered Entity, Covered Entity may immediately terminate this Agreement and the Service Agreement.

7.2.2.3 If neither cure nor termination is feasible, Covered Entity shall report the violation to the Secretary of the United States Department of Health in Human Services or the Secretary's designee.

### **7.3 Effect of Termination.**

7.3.1 Except as provided in Section 7.3.2. below, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of, Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

7.3.2 In the event that Business Associate determines that returning or destroying the PHI is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction unfeasible. Upon mutual agreement of the Parties that return or destruction of PHI is unfeasible; Business Associate shall extend

the protections of this Memorandum to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction unfeasible, for so long as Business Associate maintains such PHI.

## 8. MISCELLANEOUS

- 8.1 Regulatory Reference. A reference in this Agreement to a section in the Privacy and or Security Rule means the section as in effect or as amended.
- 8.2 Indemnity. The Business Associate shall indemnify the Covered Entity and hold it harmless for any claims, losses or other damages arising from or associated with any act or omission of Business Associate under this Agreement. This includes the costs of responding to a breach of the Agreement or the release of PHI contrary to the terms and conditions of this Agreement, the costs of responding to a government enforcement action related to the breach, and any resultant fines, penalties, or damages paid by the Covered Entity.
- 8.3 Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Rules and the Health Insurance Portability and Accountability Act, Public Law 104-191, including any amendments required by the United States Department of Health and Human Services to implement the Health Information Technology for Economic and Clinical Health and related regulations upon the effective date of such amendment, regardless of whether this Agreement has been formally amended, including, but not limited to changes required by the American Recovery and Reinvestment Act of 2009, Public Law 111-5.
- 8.4 Survival. The respective rights and obligations of Business Associate under Section 7.3. of this Memorandum shall survive the termination of this Agreement.
- 8.5 Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity and the Business Associate to comply with the Privacy and Security Rules.
- 8.6 Notices and Communications. All instructions, notices, consents, demands, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered by hand, by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below, or to such other party, facsimile number, or address as may be hereafter specified by written notice.

**COVERED ENTITY:**

Tennessee Department of Correction  
Erik Busby, Sourcing Account Specialist,  
Central Procurement Office  
Tennessee Tower, 3<sup>rd</sup> Floor  
312 Rosa L. Parks Ave.  
Nashville, TN 37243  
Telephone: 615-253-8900

**BUSINESS ASSOCIATE:**

**ENTITY NAME**  
**NAME AND TITLE**  
**ADDRESS**  
Telephone: **NUMBER**  
Fax: **NUMBER**

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the date of hand delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the facsimile machine at the receiving location and receipt is verbally confirmed by the sender.

- 8.7 Strict Compliance. No failure by any Party to insist upon strict compliance with any term or provision of this Agreement, to exercise any option, to enforce any right, or to seek any remedy upon any default of any other Party shall affect, or constitute a waiver of, any Party's right to insist upon such strict compliance, exercise that option, enforce that right, or seek that remedy with respect to that default or any prior, contemporaneous, or subsequent default. No custom or practice of the Parties at variance with any provision of this Agreement shall affect, or constitute a waiver of, any Party's right to demand strict compliance with all provisions of this Agreement
  
- 8.8 Severability. With respect to any provision of this Agreement finally determined by a court of competent jurisdiction to be unenforceable, such court shall have jurisdiction to reform such provision so that it is enforceable to the maximum extent permitted by applicable law, and the Parties shall abide by such court's determination. In the event that any provision of this Agreement cannot be reformed, such provision shall be deemed to be severed from this Agreement, but every other provision of this Agreement shall remain in full force and effect.
  
- 8.9 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee except to the extent that Tennessee law has been pre-empted by HIPAA.
  
- 8.10 Compensation. There shall be **no** remuneration for performance under this Agreement except as specifically provided by, in, and through, existing administrative requirements of Tennessee State government and services contracts referenced herein.
  
- 8.11 Security Breach. A violation of HIPAA or the Privacy or Security Rules constitutes a breach of this Business Associate Agreement and a breach of the Service Contract(s) listed on page one of this agreement, and shall be subject to all available remedies for such breach.

**IN WITNESS WHEREOF,**

**Tennessee Department of Correction:**

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Frank Strada, Commissioner **Date:**

**BUSINESS ASSOCIATE LEGAL ENTITY NAME:**

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**NAME AND TITLE**

**Date:**

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OMS REQUIREMENTS MATRIX FINAL

**Please reference the Excel Document titled *RFP Attachment 6.7 – OMS Requirements Matrix Final***

### Contractor Orals and Demonstration Script

All elements of the Proposer's demonstration must represent functionality found in the Contractor's baseline offering, as proposed in response to this RFP. Modifications made to the baseline system for the purpose of demonstration will not be considered.

## **SOLUTION SOFTWARE AND SERVICES**

### **6.8.1. CONTRACTOR DEMONSTRATION**

#### **AGENDA**

#### **Morning Session**

- |            |  |
|------------|--|
| 9:00 a.m.  | 1. Introduction and Project Overview / Timeline      |
|            | 2. Implementation and Technical Approach             |
|            | 3. Demonstrate and / or Describe Governing Processes |
| 12:00 p.m. | 4. Demonstrate and / or Describe Facility Processes  |

#### **Afternoon Session**

- |           |  |
|-----------|--|
| 1:00 p.m. | 1. Demonstrate and / or Describe Facility Administration         |
|           | 2. Demonstrate and / or Describe Community Supervision Processes |
|           | 3. Demonstrate and / or Describe Administration Functionality    |
| 4:00 p.m. | 4. Conclusion of Software Demonstration / Wrap-up                |

## **6.8.2. MANDATORY PRESENTATION CRITERIA**

- Included in the Contractor staff members attending the Presentation shall be the Key staff who are being nominated to develop and implement the Solution for the State of Tennessee.
- The following is the order in which the Contractor shall present its oral presentation and software demonstration.
- The oral presentation shall be no longer than one (1) hour, so that five (5) hours may be dedicated to the Solution demonstration.

## **6.8.3. PROJECT OVERVIEW**

Please note that the audience / evaluators for the Project Overview will be State personnel who will be managing the Solution and key State Department of Correction staff (Central Office, Regional, Facility, Administrative, Board of Parole, Community Supervision). These are personnel who will be interfacing primarily with the Contractor's Project Management staff on a daily basis, as well as the duty experts with regards to the State's Information Technology standards and requirements.

### **6.8.3.1. Introduction of Solution Key staff and their Project Roles**

- The assigned Project Manager shall introduce the Contractor's Key staff.
- Provide an overview of Key staff qualifications and experience with Solution projects or projects of the size and complexity of a Solution project.

### **6.8.3.2. Describe the Project Schedule / Timeline**

- Provide an overview of the proposed work plan.
- Provide an overview on hybrid expectations and capabilities

### **6.8.3.3 Describe the Implementation Approach**

- Discuss your understanding of critical success factors for implementing a high-quality Solution

### **6.8.3.4. Describe the Technical Approach**

Given the State's technical environment described in the RFP, as well as the State's desire to minimize the proposed system's total cost of ownership, provide a brief overview of how much of the proposed system could meet the State's needs out of the box, and how much would need to be configured or customized.

## **6.8.4. SOFTWARE DEMONSTRATION**

Demonstrate how an offender is tracked in the Solution from facility placement/intake to release from TDOC custody, with detailed attention to the following processes:

### **6.8.4.1. Governing Processes**

- Sentencing Calculation
  - Demonstrate the process used in the system to receive judgment (or court) orders, upload documents, calculate sentences with different dates, handle credits and sanctions within the system, and accurately monitor, track, update, and display offender's sentence data.
- Prior Record/Case History

- Demonstrate how legal documentation, prior record, case history, images, and forms associated with an offender are input into the system
- Demonstrate how these records will transfer with the offender:
  - From a court/jail to a TDOC facility
  - From one TDOC facility to a different TDOC facility
  - From one Community Supervision office to a different Community Supervision office
  - From Community Supervision to a TDOC facility
  - Out for appointment or court
- Document identifiers-Assignment of individual number
  - Demonstrate how data related to demographics, photos, date of birth, social security number are collected and stored
  - Demonstrate how the system creates an Offender ID for a new offender and how it connects multiple periods of incarceration for the same offender
  - Demonstrate how the system manages duplicate records incorporating merging and unmerging techniques
- Interface Functionality
  - Demonstrate how the Solution will interface with separate distributed applications

#### **6.8.4.2. Facility Processes**

- Orientation/Rules contact
  - Demonstrate how system will allow the offender to sign the orientation acknowledgment electronically following orientation and store orientation acknowledgment
- Screenings
  - Demonstrate how medical screenings, mental health screenings, PREA screenings, STG screenings are collected and stored
- Demonstrate how offender's property will be inventoried and issued
- Demonstrate the process used to support Housing/Bed Management in your system
  - Demonstrate the process for notification of incompatibles, medical disabilities, and other factors when assigning housing assignments
  - Demonstrate how the system assigns/unassigns offenders to cells
- Demonstrate how the system assigns counselors
- Demonstrate how the system will facilitate and track counselor management
- Demonstrate how the system tracks and stores offender Contacts/Interaction
- Demonstrate how the system tracks the following information about Programs, Jobs, Work and Education Release:
  - Referrals
  - Placements
  - Waiting lists
  - Attendance
  - Credits and/or payment to Offenders
  - Completion
- Demonstrate how the system tracks and stores Assessment results
  - Due dates
  - Results
- Demonstrate how the system tracks and stores Offender Classifications
  - Due dates
  - Results

- Demonstrate how custody level assignments interact with other functions
  - Bed assignments
- Demonstrate how the system tracks and maintains payments / offender accounts
- Demonstrate how the system maintains visitation lists
  - Record of visits
- Demonstrate how the system manages Grievances
- Demonstrate how the system manages Offender Discipline
- Demonstrate how the system manages/records Commissary
- Demonstrate how the system manages Release
  - Demonstrate process from: TDOC facility to Community Supervision, TDOC facility to release, TDOC facility to detainer, Community Supervision to release

#### **6.8.4.3. Facility Administration**

- Demonstrate how the system tracks, monitors, and records counts of offenders
- Demonstrate how the system tracks, monitors, and records number of beds
- Demonstrate the system process for food services
  - Regular Meals
  - Therapeutic Diets
  - Religious Diets
- Demonstrate how the system maintains visitor/volunteer approvals
  - Applications
  - Approvals
  - Denials
- Demonstrate the system's process for documenting security rounds
- Demonstrate how the system tracks, maintains, updates, and displays incidents
- Demonstrate the system's process for segregation records

#### **6.8.4.4. Community Supervision Processes**

- Demonstrate how the system will facilitate and track officer assignment for community supervision
- Demonstrate how the system assigns a Supervision Level for Offenders
- Demonstrate how the system links Supervision Level requirements with Offenders
- Demonstrate how the system alerts officers that an Offender interaction is due based upon the Supervision Level assigned
- Demonstrate how the system tracks and stores Offender Contacts / Interaction / Documentation
  - Office Visits
  - Home Visits
  - Employer Visits
  - Family interactions
- Demonstrate how the system manages violation reports, warrants, and sanctions within community supervision

#### **6.8.4.5. Administration**

- Demonstrate the system's ability to provide reports and dashboards
  - Demonstrate the system's ability to generate reports by facility, district, or program
  - Demonstrate the system's ability to generate reports by classification



- Demonstrate the system's ability to generate reports across the state of Tennessee
- Demonstrate the system's ability to generate ad-hoc and customizable reports
- Demonstrate how the system enables administrators at different levels to look at specific Key Performance Indicators, including reports and dashboards
- Demonstrate how the data could be downloaded to a Reporting Database to enable large reports to be run without affecting system performance
- Demonstrate the process for an Audit Trail Activity and how it is managed including Auditing of full Database functionality
  - Ability to override required Data fields with Override Exception permissions
  - Ability to prompt for required fields
  - Ability to flag or mark offender records for Confidentiality
  - Ability to accept and store electronic signatures
  - Demonstrate archiving and record storage capabilities of offender data
  - Demonstrate how the system will synchronize data from a device when the person that is a non Wi-Fi zone comes back in the into a Wi-Fi zone
  - Demonstrate data capturing for the times connectivity is unavailable to provide automatic updates to the system when connectivity is restored

#### **6.8.4.6. Wrap Up**

- Discuss outstanding functionality to conclude demonstration