



STATE OF TENNESSEE
DEPARTMENT OF CORRECTION

REQUEST FOR PROPOSALS
FOR
INMATE COMMUNICATIONS
AND
RELATED SERVICES

RFP #32901-31247

RELEASE #2

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1. INTRODUCTION

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

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

1.1. Statement of Procurement Purpose

The State is seeking Contractor to provide, install and maintain an Inmate Telephone System (“ITS”), standard visitation telephones, Video Visitation System (“VVS”), Inmate and general public kiosks (“Kiosk Services”), Electronic Trust Account Deposits and Correctional Grade Tablet Services (“Tablet Services”) at its Institutions in accordance with the requirements and provisions set forth in this RFP. Details about the requirements for each Institution can be found in the **Exhibit A - Institution Specifications**. Definitions shall be as set forth in the Contract and in the RFP.

The State’s goal is to align all services contemplated in this RFP toward enhancing public safety. Of course, enhancing public safety is both multifaceted and highly dynamic, and it includes components of safety and security, monitoring, classification, rehabilitation, education, general preparation of Inmates to return to the community, and understanding of Data-driven outcomes that can help facilitate and continuously improve all of these components. The State is particularly interested in products and services that support all of these efforts in a systematic way.

The State may engage with disinterested third-party consultants both in the process of this procurement and in the management of the day-to-day operations of the services required in this RFP. If a consultant or agent (hereinafter referred to as “Designated Agent”) is engaged, Contractor will cooperate with the Designated Agent as directed by the State, including following instructions found in this RFP, and if awarded, the operation of the services required in this RFP. Throughout this RFP, the State shall be deemed to include both the State and the State’s Designated Agent or consultant, if any.

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

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

- Scope of Services and Deliverables (Section A);
- Contract Period (Section B);
- Payment Terms and Conditions (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 #32901-31247

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

1.4.2.1. Potential Respondents must direct communications relating to this RFP to the following person designated as the Solicitation Coordinator.

Maggie Wilson
Sourcing Account Specialist
Department of General Services,
Central Procurement Office
William R. Snodgrass TN Tower, 3rd Floor
312 Rosa L. Parks Ave.,
Nashville TN 37243
Telephone: (615) 741-1170
Email address: maggie.wilson@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, women-owned, Tennessee service-disabled veteran owned, 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:

~~Marcedes Harding~~ Vashti McKinney
Office of the Chief of Staff
Tennessee Department of Correction
6th Floor Rachel Jackson building
320 Sixth Avenue North
Nashville, TN 37243
615-253-~~82378188~~
~~Marcedes.harding@tn.gov~~ Vashti.McKinney@tn.gov

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

1.4.4. Potential Respondents must ensure that the State receives all written questions and comments, including questions and requests for clarification, no later than the Written Questions & Comments Deadline detailed in **Section 2. RFP 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 date will not substitute for the State's actual receipt of a communication or response.
- 1.4.6. The State will convey all official responses and communications related to this RFP to the prospective Respondents from whom the State has received a Notice of Intent to Respond" as identified in 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**

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

1.7. **MANDATORY 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 **MANDATORY**. A representative for the Respondent **MUST** identify themselves either telephonically or via a sign-in sheet if the Respondent attends in person. Prospective Respondents are encouraged to thoroughly review the facility layouts and related information provided by the State during the Pre-Response Conference to better understand the State's expectations. The State has identified six (6) Institutions, listed below, that are good representations of each of the State facilities included within the scope of services in this RFP and they are referenced in **RFP Exhibit A -**

Institution Specifications. The State will entertain questions during the **Written “Questions & Comments”** period referenced in the **Section 2. RFP Schedule of Events**. Prospective Respondents should submit questions concerning the RFP in writing and must submit them prior to the **Written Questions and Comments Deadline** date detailed in **Section 2. RFP Schedule of Events**. The State will send the official response to questions and comments to prospective Respondents as indicated in **Section 1.6.2.** above and on the date detailed in **Section 2. RFP Schedule of Events**. Any modifications to the Schedule of Events will be provided via a written Amendment to this RFP.

The State has selected a sample of State Institutions identified below that are representative of the State Institutions as a whole as outlined in the scope of services:

| State Institutions to be Reviewed during the Mandatory Pre-Response Conference |
|--|
| BLEDSON COUNTY CORRECTIONAL COMPLEX 1045 Horsehead Road Pikeville, TN 37267 |
| MORGAN COUNTY CORRECTIONAL COMPLEX 541 Wayne Cotton Morgan Drive Wartburg, TN 37887 |
| TURNEY CENTER INDUSTRIAL COMPLEX 1499 R.W. Moore Memorial Hwy. Only, TN 37140 |
| WEST TENNESSEE STATE PENITENTIARY 480 Green Chapel Road Henning, TN 38041 |
| TENNESSEE PRISON FOR WOMEN DEBRA K. JOHNSON REHABILITATION CENTER 3881 Stewarts Lane Nashville, TN 37243 |
| RIVERBEND MAXIMUM SECURITY PRISON 7475 Cockrill Bend Boulevard Nashville, TN 37243 |

1.8. **Notice of Intent to Respond**

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

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

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

1.9. **Response Deadline**

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

2. RFP SCHEDULE OF EVENTS

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

| EVENT | TIME (Central Time Zone) | DATE |
|---|--------------------------------|---------------------------------|
| 1. RFP Issued | | July 31, 2020 |
| 2. Disability Accommodation Request Deadline | 2:00 p.m. | August 5, 2020 |
| 3. Mandatory Pre-Response Conference | 2:00 pm | August 6, 2020 |
| 4. Notice of Intent to Respond Deadline | 2:00 p.m. | August 7, 2020 |
| 5. Written "Questions & Comments" Deadline | 2:00 p.m. | September 8, 2020 |
| 6. State Response to Written "Questions & Comments" | 5:00 p.m. | May 11, 2021 |
| 7. Deadline for Submission for Clarifications/Additional Questions | 2:00 p.m. | June 1, 2021 |
| 8. State's Response to Second Round of Questions/Clarifications | 5:00 p.m. | August 27, 2021 |
| 9. Response Deadline | 12:00 p.m. | September 27, 2021 |
| 10. State Completion of Technical Response Evaluations | | October 20, 2021 |
| 11. State Schedules Respondent Oral Presentation | | October 22, 2021 |
| 12. Respondent Oral Presentations | | November 8-10, 2021 |
| 13. State Opening & Scoring of Revenue Proposals | 2:00 p.m. | November 15, 2021 |
| 14. Negotiations (Optional) | | November 16-19; November 22-24, |
| 15. State Notice of Intent to Award Released and RFP Files Opened for Public Inspection | 2:00 p.m. | December 1, 2021 |
| 16. End of Open File Period | | December 8, 2021 |
| 17. State Sends Contract to Contractor for Signature | | December 9, 2021 |

| | | |
|--|------------------|--------------------------|
| 18. Contractor Signature Deadline | 2:00 p.m. | December 16, 2021 |
|--|------------------|--------------------------|

- 2.2. **The State reserves the right, at its sole discretion, to adjust the Section 2. RFP Schedule of Events as it deems necessary.** Any adjustment of the Schedule of Events shall constitute an RFP amendment, and the State will communicate such to prospective Respondents from whom the State has received a Notice of Intent to Respond (refer to Section 1.8.).

3. RESPONSE REQUIREMENTS

3.1. Response Form

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

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

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

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

NOTICE: If a Respondent fails to submit a Revenue response 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 response exactly as required by the **RFP Attachment 6.3., Revenue Proposal & Scoring Guide** and must NOT record any other rates, amounts, or information.

- 3.1.2.2. The proposed Revenue response shall incorporate ALL services under the contract for the total contract period, including any renewals or extensions.
- 3.1.2.3. A Respondent must sign and date the Revenue Proposal.
- 3.1.2.4. A Respondent must submit the Revenue Proposal to the State in a sealed package separate from the Technical response (as detailed in **RFP Section 3.2.3.**, *et seq.*).

3.2. Response Delivery

3.2.1. A Respondent must ensure that both the original Technical Response and Revenue Proposal documents meet all form and content requirements required signatures, as detailed within this RFP, as may be amended. Electronic submissions sent via email to the Solicitation Coordinator (Maggie.wilson@tn.gov) are preferred method of delivery, however, Respondents may follow the State's standard guidelines for submission outlined below.

3.2.2. A Respondent must submit original Technical Response and Revenue Proposal documents and copies as specified below.

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

“RFP #32901-31247 TECHNICAL RESPONSE ORIGINAL”

and fifteen (15) copies of the Technical Response each in the form of one (1) digital document in a searchable “PDF” format properly recorded on its own otherwise blank, standard CD-R recordable disc or USB flash drive labeled:

“RFP #32901-31247 TECHNICAL RESPONSE COPY”

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

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

“RFP #32901-31247 REVENUE PROPOSAL ORIGINAL”

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

“RFP #32901-31247 REVENUE PROPOSAL COPY”

In the event of a discrepancy between the original Revenue 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 discs for delivery as follows.

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

“DO NOT OPEN... RFP #32901-31247 TECHNICAL RESPONSE FROM [RESPONDENT LEGAL ENTITY NAME]”

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

“DO NOT OPEN... RFP #32901-31247 REVENUE PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]”

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

“RFP #32901-31247 SEALED TECHNICAL RESPONSE & SEALED REVENUE 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 **Section 2. RFP Schedule of Events** at the following address.

Maggie Wilson
Sourcing Account Specialist
Department of General Services, Central Procurement Office
William R. Snodgrass TN Tower, 3rd Floor
312 Rosa L. Parks Ave.,
Nashville TN 37243
Telephone: (615) 741-1170
Email address: Maggie.wilson@tn.gov

3.3. Response & Respondent Prohibitions

- 3.3.1. A response must not include alternate contract terms and conditions. If a response contains such terms and conditions, the State, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it.
- 3.3.2. A response must not restrict the rights of the State or otherwise qualify either the offer to deliver services as required by this RFP or the Revenue 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 Revenue 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 Revenue Proposal must be prepared and arrived at independently and must not involve any collusion between Respondents. The State will reject any Revenue 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 Revenue 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 Revenue 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 response 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 response from the employee and shall not constitute a prohibited conflict of interest.

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 **Section 2. RFP 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 **Section 2. RFP 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 pricing, cost, Revenue Share amounts or rates for additional goods or services. Regardless of any additional services offered in a response, the Respondent's Revenue Proposal must only record the proposed Revenue as required in this RFP and must not record any other rates, amounts, or information.

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

3.7. **Response Preparation Costs**

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

4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS

4.1. RFP Amendment

The State at its sole discretion may amend this RFP, in writing, at any time prior to contract award. However, prior to any such amendment, the State will consider whether it would negatively impact the ability of potential Respondents to meet the response deadline and revise the **Section 2. RFP Schedule of Events** if deemed appropriate. If an RFP amendment is issued, the State will convey it to prospective Respondents who submitted a Notice of Intent to Respond (RFP Section 1.8). A response must address the final RFP (including its attachments) as amended.

4.2. RFP Cancellation

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

4.3. State Right of Rejection

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

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

4.3.3. The State reserves the right to withdraw and/or reissue the RFP in whole or in part at any time during the RFP process. The State reserves the right to not award a contract pursuant to this RFP.

4.3.4. Respondents' submission of a response shall not bestow any rights upon Respondent nor obligate the State in any manner.

4.4. Assignment & Subcontracting

4.4.1. The Contractor(s) 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., Technical Response & Evaluation Guide, Section B - General Qualifications & Experience Item B.15.**).

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(s) 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 and professional licenses to provide the goods or services as required by the contract. The State may require any Respondent to submit evidence of proper licensure.

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

4.8. Disclosure of Response Contents

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

4.8.2. The State will hold all response information, including both technical and Revenue share 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 affected by means of a contract amendment. Further, any such amendment requiring additional goods or services must be signed by both the State agency head and the Contractor and must be approved by other state officials as required by applicable statutes, rules, policies and procedures of the State of Tennessee. The Contractor must not provide additional goods or render additional services until the State has issued a written contract amendment with all required approvals.

4.12. **Severability**

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

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

4.13. **Next Ranked Respondent**

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

5. EVALUATION & CONTRACT AWARD

5.1. Evaluation Categories & Maximum Points

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

| EVALUATION CATEGORY | MAXIMUM POINTS POSSIBLE |
|--|-------------------------|
| General Qualifications & Experience (refer to RFP Attachment 6.2., Section B) | 15 |
| Technical Qualifications, Experience & Approach (refer to RFP Attachment 6.2., Section C and RFP Attachment 6.6., Pro Forma Contract) | 40 |
| Oral Presentation (refer to RFP Attachment 6.2., Section D) | 15 |
| Additional Technology (refer to RFP Attachment 6.2., Section E) | 0 |
| Revenue Proposal (refer to RFP Attachment 6.3.) | 30 |

5.2. Evaluation Process

The evaluation process is designed to award the contract resulting from this RFP not necessarily to the Respondent offering the highest Revenue response, 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 this RFP. "Responsible Respondent" is defined as a Respondent that has the capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.)

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

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

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

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

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

- 5.2.2. **Revenue Proposal Evaluation.** The Solicitation Coordinator will open for evaluation the Revenue Proposal of each Respondent deemed by the State to be responsive and responsible and calculate and record each Revenue Proposal score in accordance with the **RFP Attachment 6.3., Revenue 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 Revenue, 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. **Revenue Negotiations:** All Respondents, selected for negotiation by the State, will be given equivalent information with respect to Revenue negotiations. All Revenue 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 a contract with the apparent best evaluated Respondent, the State reserves the right to bypass the apparent best evaluated Respondent and enter into contract negotiations with the next apparent best evaluated Respondent.
- 5.2.4. **Total Response Score.** The Solicitation Coordinator will calculate the sum of the Technical Response section scores and the Revenue Proposal score and record the resulting number as the total score for the subject Response (refer to **RFP Attachment 6.5., Score Summary Matrix**).

5.3. **Contract Award Process**

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

RFP #32901-31247 RESPONSE STATEMENT OF CERTIFICATIONS AND ASSURANCES

The Respondent must sign and complete the Response 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 Services 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 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 in response to the RFP is accurate.
7. The response submitted in response to the 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 the RFP or any resulting contract.
9. Both the Technical Response and the Revenue Proposal submitted in response to the RFP shall remain valid for at least 120 days subsequent to the date of the Revenue Proposal opening and thereafter in accordance with any contract pursuant to the RFP.
10. The Respondent affirms the following statement, as required by the Iran Divestment Act Tenn. Code Ann. § 12-12-111: "By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to §12-12-106." For reference purposes, the list is currently available online at: <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-/public-information-library.html>.

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

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

SIGNATURE:

PRINTED NAME & TITLE:

DATE:

RESPONDENT LEGAL ENTITY NAME:

RFP ATTACHMENT 6.2. — Section A

TECHNICAL RESPONSE & EVALUATION GUIDE

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

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

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

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| | A.4. | A copy of the Respondents telecommunications service tariff, for ITS, for the State of Tennessee. | |
| | A.45. | Provide an official document or letter from an accredited credit bureau, verified and dated within the last three (3) months and indicating a positive credit rating for the Respondent (NOTE: A credit bureau report number without the full report is insufficient and will <u>not</u> be considered responsive.) | |
| | A.56. | <p>Provide a valid, Certificate of Insurance that is verified and dated within the last six (6) months and which details <u>all</u> of the following:</p> <ul style="list-style-type: none"> (a) Insurance Company (b) Respondent's Name and Address as the Insured (c) Policy Number (d) The following minimum insurance coverage: <ul style="list-style-type: none"> (i) Workers' Compensation and Employers' Liability (including all states coverage) with a limit not less than the relevant statutory amount or One Million Dollars (\$1,000,000.00) per occurrence for employers' liability, One Million Dollars (\$1,000,000.00) for accident or bodily injury, One Million Dollars (\$1,000,000.00) for policy limit by disease, and One Million Dollars (\$1,000,000.00) for bodily injury by disease; (ii) Comprehensive Commercial General Liability (including personal injury & property damage, premises/operations, independent Contractor, contractual liability and completed operations/products) with a bodily injury/property damage combined single limit not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate for bodily injury and property damage; (iii) Automobile Coverage (including owned, leased, hired, and non-owned vehicles) with a bodily injury/property damage combined single limit not less than One Million Dollars (\$1,000,000.00) per occurrence and not less than One Million (\$1,000,000.00) combined single limit; and (iv) Technology Professional Liability (Errors and Omissions) / Cyber Liability with coverage of not less than Ten Million Dollars (\$10,000,000.00) per claim and not less than Ten Million Dollars (\$10,000,000.00) in the aggregate. (v) Crime Insurance with coverage of not less than One Million Dollars (\$1,000,000.00) per claim or in the aggregate and with a Two Hundred Fifty Thousand Dollars (\$250,000.00) Social Engineering Fraud Endorsement. (vi) Employee Theft Liability with a limit of not less than One Million Dollars (\$1,000,000.00) per claim. (e) The following information applicable to each type of insurance coverage: <ul style="list-style-type: none"> (i) Coverage Description, (ii) Exceptions and Exclusions, (iii) Policy Effective Date, (iv) Policy Expiration Date, and (v) Limit(s) of Liability. | |

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| | A.67. | <p>Provide the Respondent's independent audited financial statements. Said independent audited financial statements <u>must</u>:</p> <ol style="list-style-type: none"> (1) reflect audit periods for each of the past three fiscal years (2) be prepared with all monetary amounts detailed in United States currency; (3) be prepared under United States Generally Accepted Accounting Principles (US GAAP); (4) include: the auditor's opinion letter; financial statements; and the notes to the financial statements; and (5) be deemed, in the sole discretion of the C.P.A. employed by the State and charged with the financial document review, to reflect sufficient financial stability to undertake the subject agreement with the State. <p>NOTES:</p> <ul style="list-style-type: none"> ▪ Reviewed or Compiled Financial Statements will not be deemed responsive to this requirement and will <u>not</u> be accepted. <p>All persons, agencies, firms, or other entities that provide opinions regarding the Respondent's financial status <u>must</u> be properly licensed to render such opinions. The State may require the Respondent to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders the opinions.</p> | |
| | A.78. | <p>Respondent must confirm it is currently doing business with a State Department of Corrections customer or a Federal agency customer and providing the services required by this RFP to similar Correctional Institutions for ITS for a minimum of five (5) years, and for all other services required by this RFP for a minimum of two (2) years. Respondent shall name the State Department of Corrections or Federal agency customer(s) with which it is currently doing business.</p> | |
| | A.89. | <p>Respondent must confirm it is capable of providing the services required by this RFP to a correctional customer with a similar scope as the State with ten to fifteen (10-15) Institutions that house over fourteen thousand to twenty-two thousand (14,000 - 22,000) Inmates. Respondent shall name at least one (1) State or federal correctional government entity with which it is currently doing business, of similar size and scope as the State (i.e. ten to fifteen (10-15) Institutions that house over fourteen thousand to twenty-two thousand (14,000 - 22,000) Inmates combined.</p> | |
| | A.910. | <p>Respondent must confirm it will comply with all applicable laws, rules, regulations, and orders of any authorized agency, commission, unit of the federal government, state, county, or municipal government and must be a service provider of the services required by this RFP.</p> | |
| | A.101. | <p>Respondent's representative attended the Mandatory Pre-Response Conference.</p> | |
| | A.112. | <p>Provide a narrative confirming that the Contractor shall provide the State with the number of workstations indicated in RFP Exhibit A - Institution Specifications. The narrative shall include the Contractor's affirmation that the workstations shall work in real-time with the ITS, for such monitoring, recording and reporting. The narrative shall also affirm that workstations shall each include 8GB Ram, CD/DVD burner, flat screen monitor, speakers (built in or external), mouse, keyboard,</p> | |

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| | | Data/audio burning software, laser printer and a licensed copy of Microsoft Office. | |
| | A.123. | <p>Provide a narrative confirming the following:</p> <ul style="list-style-type: none"> a) The Contractor shall provide the State with remote access to the ITS at no cost to the State; b) The Contractor shall provide remote access to the State with the same features and functionalities that are available in-person on the Contractor supplied workstations as permitted by the end-user's level of access; c) For the term of the Contract, the State shall have access to all CDRs from all workstations and remote access to computers, based on the end-user's access level; d) The ITS shall be capable of providing alerts for certain calling events and, at a minimum, allow designated users to receive or be forwarded a live call to a specified destination as referenced in RFP Attachment 6.6., A.10.; e) The ITS user Application shall copy/export recordings with no loss in quality and it shall be capable of placing an audio and visual date/time stamp with the recording; f) The ITS shall be capable of emailing and copying recorded call sessions onto a CD/DVD or other storage device in audio or MP3/Data format with tamper-free capabilities; and g) The copying/burning Application shall be internal to the ITS. | |
| | A.134. | Provide a narrative confirming that Contractor shall install all new VVS equipment even if the selected Contractor is the incumbent. | |
| | A.145. | Provide a narrative confirming that VVS stations shall provide picture-in-picture viewing capabilities. | |
| | A.156. | Provide a narrative confirming that the Contractor shall retain Video Visitation Sessions online for a minimum of ninety (90) calendar days as required by the State. The narrative shall further confirm that after ninety (90) calendar days, the sessions shall be archived by the Contractor on CD or DVD and retained by the Contractor to make available to the State upon request and in keeping with the State's RDA # 2351. | |
| | A.167. | Provide a narrative confirming that the VVS shall store the last ninety (90) calendar days of Video Visitation Sessions offline for ninety (90) calendar days after the termination of the contract. The narrative shall further confirm that after ninety (90) calendar days, the sessions shall be archived by the Contractor on CD or DVD and retained by the Contractor to make available to the State upon request and in keeping with the State's RDA # 2351. | |
| | A.178. | Provide a narrative detailing how the Contractor shall send a file each business day to the State to validate funds in the Inmate Trust Fund Accounts. The narrative must also confirm that State shall validate the purchases and send a return file to Contractor containing validated purchases. The narrative must detail how the Contractor shall send the Inmate notification if the purchase was not validated. The narrative must also detail how the Contractor shall then ensure the file is uploaded each business day to the ITS with the Inmate Debit purchases. | |
| | A.189. | Provide a narrative confirming that the Electronic Trust Account Deposits shall have the capability to allow smart phone deposits. | |

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|--|---------------------------|--|--|
| | A.192 9. | Provide a narrative detailing the Contractor's proposed method for Inmates to submit a telephone calling list for State review through the Contractor's kiosk Application at no cost to the State. | |
| | A.204. | Provide a narrative detailing how the Contractor's proposed ITS solution shall allow the State to query all messages, attachments, and Data stored for the Institutions records and review in compliance with RFP Attachment 6.6., Section D.11. | |
| | A.212. | Provide a narrative detailing how the Contractor's proposed ITS solution shall alert State personnel if there is specific activity based on pre-set criteria within the Contractor's proposed ITS solution. | |
| | A.223. | Provide a narrative confirming that the Contractor's proposed solution shall have the capability to translate VVS messages and other Electronic Messages from one language to another. The required languages are Spanish and English. The narrative must also affirm that Contractor shall accommodate the translation of additional languages at no cost to the State. | |
| | A.234. | Provide a narrative confirming that the Contractor's proposed ITS solution shall have the capability to disable and/or shut off service to a kiosk or group of kiosks based on the user level and password. | |
| | A.245. | Provide a narrative confirming that the Contractor's proposed Tablet ITS solution shall have the capability to track certain activities and patterns as designated by the State. The following reports shall be made available, at a minimum, for monitoring and investigative purposes. The Contractor shall supply additional and/or customized reports upon request, at no cost to the State. <ul style="list-style-type: none"> a). Messages by Inmates; b). Messages by sender; c). Messages by Tablet-kiosk or group of Tablet kiosks; d). Daily, weekly and monthly statistics; e). Totals by Inmate; f). Totals by Tablet kiosk; g). Totals by Institution; and h). Totals by transaction type. | |
| <p><i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i></p> | | | |

TECHNICAL RESPONSE & EVALUATION GUIDE

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

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

RFP ATTACHMENT 6.2. — SECTION B (continued)

| RESPONDENT LEGAL ENTITY NAME: | | |
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| | | <p>and attach the opinion of counsel addressing whether and to what extent it will impair the Respondent's performance in a contract pursuant to this RFP.</p> <p>NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders such opinions.</p> |
| | B.11. | Provide a brief, descriptive statement detailing evidence of the Respondent's ability to deliver the goods or services sought under this RFP (e.g., prior experience, training, certifications, resources, program and quality management systems, etc.). |
| | B.12. | Provide a narrative description of the proposed project team, its members, and organizational structure along with an organizational chart identifying the key people who will be assigned to deliver the goods or services required by this RFP. |
| | B.13. | Provide a personnel roster listing the names of key people who the Respondent will assign to meet the Respondent's requirements under this RFP along with the estimated number of hours that each individual will devote to that performance. Follow the personnel roster with a resume for each of the people listed. The resumes must detail the individual's title, education, current position with the Respondent, and employment history |
| | B.14. | Detail if any Third Party will be supporting your response by providing software or professional services. Please disclose that information at this time and provide some background on their relationship with the Respondent. Define what role they will have from both an implementation and on-going support perspective. |
| | B.15. | <p>Provide a statement of whether the Respondent intends to use subcontractors to meet the Respondent's requirements of any contract awarded pursuant to this RFP, and if so, detail:</p> <p>(a) the names of the subcontractors along with the contact person, mailing address, telephone number, and e-mail address for each;</p> <p>(b) a description of the scope and portions of the goods each subcontractor involved in the delivery of goods or performance of the services each subcontractor will perform; and</p> <p>(c) a statement specifying that each proposed subcontractor has expressly assented to being proposed as a subcontractor in the Respondent's response to this RFP.</p> |
| | B.16. | <p>Provide documentation of the Respondent's commitment to diversity as represented by the following:</p> <p>(a) <u>Business Strategy</u>. Provide a description of the Respondent's existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, Tennessee service-disabled veterans and small business enterprises. Please also include a list of the Respondent's certifications as a diversity business, if applicable.</p> <p>(b) <u>Business Relationships</u>. Provide a listing of the Respondent's current contracts with business enterprises owned by minorities, women, Tennessee service-disabled veterans and small business enterprises. Please include the following information:</p> <p>(i) contract description;</p> <p>(ii) Contractor name and Ownership characteristics (i.e., ethnicity, gender, Tennessee service-disabled);</p> <p>(iii) Contractor contact and telephone number.</p> <p>(c) <u>Estimated Participation</u>. Provide an estimate of the level of participation by business enterprises owned by minorities, women, Tennessee service-disabled veterans, and small business enterprises if a contract awarded to the Respondent pursuant to this RFP. Please include the following information:</p> <p>(i) a percentage (%) indicating the participation estimate. (Express the estimated participation number as a percentage of the total estimated contract value that will be dedicated to business</p> |

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| | | <p>with subcontractors and supply Contractors having such Ownership characteristics only and DO NOT INCLUDE DOLLAR AMOUNTS;</p> <p>(ii) anticipated goods or services contract descriptions;</p> <p>(iii) names and Ownership characteristics (i.e., ethnicity, gender, Tennessee service-disabled veterans) of anticipated subcontractors and supply Contractors.</p> <p>NOTE: In order to claim status as a Diversity Business Enterprise under this contract, businesses must be certified by the Governor’s Office of Diversity Business Enterprise (Go-DBE). Please visit the Go-DBE website at https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9810 for more information.</p> <p>(d) <u>Workforce</u>. Provide the percentage of the Respondent’s total current employees by ethnicity and gender.</p> <p>NOTE: Respondents that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as Contractors and sub-Contractors. Response evaluations will recognize the positive qualifications and experience of a Respondent that does business with enterprises owned by minorities, women, Tennessee service-disabled veterans and small business enterprises and who offer a diverse workforce.</p> |
| | B.17. | <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.18. | <p>Provide customer references from individuals who are <u>not</u> current or former State employees for projects similar to the goods or services sought under this RFP and which represent:</p> <p>(1) two (2) accounts Respondent currently services that are similar in size to the State; <u>and</u></p> <p>(2) three (3) completed projects.</p> <p>References from at least three (3) different individuals are required to satisfy the requirements above, e.g., an individual may provide a reference about a completed project and another reference about a currently serviced account. The standard reference questionnaire, which <u>must</u> be used and completed, is provided at RFP Attachment 6.4. References that are not completed as required may be deemed non-responsive and may not be considered.</p> <p>The Respondent will be <u>solely</u> responsible for obtaining fully completed reference questionnaires and including them in the sealed Technical Response. In order to obtain and submit the completed reference questionnaires follow the process below.</p> <p>(a) Add the Respondent’s name to the standard reference questionnaire at RFP Attachment 6.4. and make a copy for each reference.</p> <p>(b) Send a reference questionnaire and new, standard #10 envelope to each reference.</p> <p>(c) Instruct the reference to:</p> <p>(i) complete the reference questionnaire;</p> <p>(ii) sign and date the completed reference questionnaire;</p> <p>(iii) seal the completed, signed, and dated reference questionnaire within the envelope provided;</p> |

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| | | <p>(iv) sign his or her name in ink across the sealed portion of the envelope; and</p> <p>(v) return the sealed envelope directly to the Respondent (the Respondent may wish to give each reference a deadline, such that the Respondent will be able to collect all required references in time to include them within the sealed Technical Response).</p> <p>(d) <u>Do NOT open the sealed references upon receipt.</u></p> <p>(e) Enclose all <u>sealed</u> reference envelopes within a larger, labeled envelope for inclusion in the Technical Response as required.</p> <p>Electronic copies of the reference form may be e-mailed to references. Completed electronic copies may be e-mailed directly to the RFP Coordinator listed in RFP Section 1.4.2.1. The message line of the e-mail must identify the content and attachments as references sent in response to RFP 32901-31247.</p> <p>NOTES:</p> <p>aa) The State will not accept late references or references submitted by any means other than that which is described above, and each reference questionnaire submitted must be completed as required.</p> <p>bb) The State will not review more than the number of required references indicated above.</p> <p>cc) While the State will base its reference check on the contents of the 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.</p> <p>dd) The State is under <u>no</u> obligation to clarify any reference information.</p> |
| | B.19. | <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.20. | <p>Provide a narrative that illustrates if the Respondent is a joint venture. Information including but not limited to experience and employment history shall be submitted for each member of the joint venture firm. The Respondent shall describe the history of the relationships among team members, including a description of past working relationships.</p> |
| | B.21. | <p>Respondent must provide a list of all contracts held in the last five (5) years. If Respondent has not had a cancelled contract in the last five (5) years, Respondent shall provide an affidavit on letterhead signed and dated by an authorized official of Respondent stating such.</p> |
| | B.22. | <p>The Respondent must provide a narrative describing the manufacturer who will provide the equipment and replacement parts for the proposed services required by this RFP.</p> |

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| RESPONDENT LEGAL ENTITY NAME: | | |
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| | B.23. | Provide a narrative describing Respondent's disaster recovery plan to which shall conform to the RPO and RTO requirements as described in RFP Attachment 6.6., Section E.5 . Respondent shall include its processes, policies and procedures relating to the preparation for recovery of the requirements in this RFP preceding and/or following a natural or human-induced disaster, as well as how Respondent will store the Call Detail Records and call recordings in a minimum of two (2) separate storage locations for redundancy and to ensure no loss of Data. |
| | B.24. | Respondent shall provide a narrative detailing Respondent's history in the following areas: 1) Provide a list of agreements not renewed, lost, or prematurely cancelled in the last five (5) years. Respondents must include the following information for all of the agreements not renewed, lost or prematurely cancelled: (1) the reason for non-renewal and/or cancellation(s) of the agreement(s); (2) the name, title, telephone number, and e-mail address of the point of contact that is knowledgeable about the contract; (3) the procuring entity's name; (4) a brief description of the contract's scope of services; (5) the contract period; and (6) the contract number. 2) Provide a list of clients/agencies who have notified Respondent of unauthorized fees/charges, overbillings or commissions owed within the last three (3) years and the status of the resolution for those claims. |
| | B.25. | Respondent shall provide a detailed listing of its current business relationships with other Suppliers. |
| SCORE (for <u>all</u> Section B—Qualifications & Experience Items above): (maximum possible score = 15) | | |

RFP ATTACHMENT 6.2. — SECTION C

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH ITEMS. 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's 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.

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| Response Page # (Respondent completes) | Item Ref. | Section C— Technical Qualifications, Experience & Approach Items | Item Score | Evaluation Factor | Raw Weighted Score |
| | C.1. | Provide a narrative describing the holistic and cohesive Inmate Communications and Related Services System that improves offender education and rehabilitation including the use of innovative technology and streamlined services. As a part of this, provide a description of system components and their inter-connectedness, with components including but not limited to Inmate Telephone Service ("ITS"), standard visitation telephones, Video Visitation System ("VVS"), Inmate and General Public Kiosk Services ("Kiosk Services"), Electronic Trust Account Deposit, and Correctional Grade Tablet Services ("Tablet Services"). Include a description of the following: <ul style="list-style-type: none"> a. How these and other applicable components work together to maximize rehabilitative impact, as well as organize Data to analyze each offender and their individual needs by using Inmate Risk/Needs Assessment Software. b. Confirmation that the Respondent can provide customized reports if requested in writing by the State, and that any such reports be provided at no additional cost to the State. | | 20 | |
| | C.2. | Provide a narrative describing the Respondent's proposed, centralized ITS platform including a fully web-based user Application allowing for real-time, anywhere, anytime access to be accomplished at no cost to the State as referenced in RFP Attachment 6.6., Section 1. | | 20 | |
| | C.3. | Provide a narrative detailing the Respondent's proposed ITS which shall include but is not limited to: the system version (if Respondent uses multiple ITS versions and/or releases), system design, technical specifications, software Applications, hardware architecture, and Networking capabilities. The Respondent shall also include the following: <ul style="list-style-type: none"> 1) A diagram demonstrating the proposed ITS solution; | | 40 30 | |

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| | | 2) Any environmental conditions required for the proposed ITS, including the minimum and maximum operating temperatures and humidity levels; 3) The number of hours of back-up power that the proposed UPS components supply to the ITS; 4) The physical size of the ITS equipment to be installed at the Institutions including information on height, depth, width, weight, abuse tolerances and any limitations; 5) A description, as well as visual aids, of the Inmate telephone sets, visitation telephone sets, Telephone Devices for the Deaf (“TDD”) and Video Relay Service (“VRS”) units, and cart/portable sets proposed for installation at the Institutions; and 6) A description of software features, functionalities and accessibility available to those under the State supervision; and 7) A description of how the State will be able to create, view, and track Inmate Telephone Service Tickets. | | | |
| | C.4. | Respondent shall provide a narrative detailing the information displayed on the called party’s Caller ID each time a call from the Institutions is placed (e.g. Respondent’s customer service number). 1) Relative to Respondent’s fraud prevention feature, provide a list of the available pre-recorded announcements. Respondent shall describe its process for adjusting the duration of the call or excluding the pre-recorded announcements from the cost of a call. 2) Specify the method used by Respondent to detect three-way calls, specifically if the called party is utilizing a cell phone to place the three-way call. a) Upon detection of a three-way call, indicate whether the ITS is capable of playing a message to the Inmate and/or the called party prior to terminating the call. | | 10 | |

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| Response Page # (Respondent completes) | Item Ref. | Section C— Technical Qualifications, Experience & Approach Items | Item Score | Evaluation Factor | Raw Weighted Score |
| | C.5. | <p>Monitoring, recording and Data requirements are outlined in RFP Attachment 6.6., Sections A.9. and A.10.</p> <p>Respondent shall provide a narrative that provides additional information regarding Respondent's monitoring, recording and Data requirements, which include at a minimum:</p> <ol style="list-style-type: none"> 1) Respondent shall provide detailed information on its Data storage locations, Data redundancy practices, and the processes used when copying and storing all Data; 2) Respondent shall include detailed information on the ITS alert Application. The description shall include, at a minimum, the types of alerts available (cell phone, SMS text, email) and whether a security PIN for accessing the live call session is required; 3) Respondent shall provide a detailed description of the process for copying/exporting recordings. Include information on date/time stamps and how the ITS prevents tampering with a recording; 4) Respondent shall describe its capabilities to allow authorized users of the ITS Application to share call recordings (single and bulk) without copying recordings onto a CD or other storage medium; and 5) Provide a listing of all available file types for ITS Data including reports and recordings. | | 5040 | |
| | C.6. | <p>Respondent shall provide a narrative that describes Respondent's ITS reports and include a sample Traffic Detail Report (showing all fields available, including those specified above and additional fields) to demonstrate how Respondents shall meet the requirements outlined in RFP Attachment 6.6., Sections C.5.b. and C.6.</p> | | 20 | |
| | C.7. | <p>Respondent shall provide a narrative that describes Respondent's billing file, as well as provide a sample billing file in EMI format (showing all fields available, including those specified above and any additional fields) to demonstrate how Respondent shall meet the requirements outlined in RFP Attachment 6.6., Section C.6.</p> | | 20 | |
| | C.8. | <p>Respondent shall provide a narrative that describes Respondent's CDR file, as well as provide a sample CDR (showing all raw fields available, including those specified above and additional fields) to demonstrate how Respondent shall meet the requirements in the RFP Attachment 6.6., Section C.6.</p> | | 20 | |
| | C.9. | <p>Respondent shall provide a list in detail of any and all of Respondent's Miscellaneous Charges/Fees, without listing dollar amounts/costs (including those from third parties) which include but are not limited to the fees charged to the end user's telephone bill (e.g. Monthly Billing Fee, carrier administrative fee, cost recovery fee) and account funding fees to demonstrate how Respondent shall meet the requirements outlined in RFP Attachment 6.6., Section C.6.</p> | | 15 | |

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| Response Page # (Respondent completes) | Item Ref. | Section C— Technical Qualifications, Experience & Approach Items | Item Score | Evaluation Factor | Raw Weighted Score |
| | | <i>Do not include any cost, Revenue Share or pricing information including fees or charges associated with the implementation and use of this technology. Please provide this information in RFP Attachment 6.3, Revenue Proposal.</i> | | | |
| | C.10. | Respondent shall provide a narrative that describes Respondent's Implementation Plan, which shall include an installation schedule, for each Institution identified in RFP Exhibit A - Institution Specifications . The final implementation plan shall be fully developed and mutually agreed upon by the awarded Contractor and the State, approved in writing, and incorporated into the contract prior to signing and executing the Contract. | | 40 30 | |
| | C.11. | Respondent shall provide a narrative detailing its calling options, which includes at a minimum: 1) A description of the collect calling options for the ITS; 2) A diagram demonstrating each calling option; 3) Specify if there is a timeframe for a Pre-Paid Collect Account to become dormant/expire. If applicable, Respondent shall state whether the timeframe is configurable; 4) Describe the Pre-Paid Collect Call refund process including how a refund should be requested and the timeframe associated with processing a refund; 5) Specify the minimum amount required on a Pre-Paid Collect Account to complete a call; 6) Describe in detail what happens when an Inmate attempts a call to a Pre-Paid Collect Account that has insufficient funds; 7) Relative to debit accounts, describe the process for accommodating real-time refunds; and 8) Describe billing options available to professional called parties such as attorneys and bail bondsmen. | | 40 30 | |
| | C.12. | Respondent shall provide a narrative detailing Respondent's end-user ITS payment options, which includes at a minimum: 1) Provide a detailed description of all payment/deposit methods and the process for applying payments for the purpose of call completion; 2) Describe the process by which end-users can make pre-payments for a specific phone number or an Inmate account; 3) Indicate the timeframe it takes for funds to post and become available for use by the Inmate or end-user; and 4) Describe how taxes and fees are applied to all payments. | | 40 30 | |

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| Response Page # (Respondent completes) | Item Ref. | Section C— Technical Qualifications, Experience & Approach Items | Item Score | Evaluation Factor | Raw Weighted Score |
| | C.13. | <p>Respondent shall provide a narrative detailing Respondent's customer service processes for handling end-user/customer service matters for the ITS, which includes at a minimum:</p> <ol style="list-style-type: none"> 1) Describe procedure(s) for handling end-user complaints including the contact options available for end-users to request assistance from Respondent; 2) Indicate whether Respondent's customer service center defaults to an Interactive Voice Response ("IVR") or a live customer service representative; 3) The hours during which live customer service representatives are available to speak with end-users via telephone; 4) Indicate the average on-hold time to reach a live representative; 5) Describe the process of assisting hearing impaired end-users/customers; and 6) Describe procedure(s) for handling refund requests and the timeframe for completing such requests for pre-paid collect and debit accounts. | | 20 | |
| | C.14. | <p>Respondent shall provide a narrative detailing the Respondent's maintenance processes, which includes at a minimum:</p> <ol style="list-style-type: none"> 1) Respondent shall provide the State with the escalation procedures for handling customer support issues including, but not limited to, maintenance, outages and reporting issues for the ITS, VVS, Kiosk Services, Electronic Trust Account Deposits, and Tablet Services. Procedure description shall include the contact names, contact numbers, email addresses and level of authority for the person(s) responsible for escalated issues; 2) Respondent shall provide the on-site response time, priority levels and escalation schedule for emergency outage/service issues at and/or related to the Institutions as an exhibit to its RFP response; 3) Respondent shall describe its detailed approach to routine and emergency maintenance as an exhibit to its RFP response; and 4) Respondent shall provide a synopsis of all ITS, VVS, Kiosk Services, Electronic Trust Account Deposits, and Tablet Services outages lasting longer than four (4) hours in a single day for the past six (6) months. Include reason and outcome of the outage. | | 4030 | |
| | C.15. | <p>Respondent shall provide a narrative detailing its Inmate Electronic Messaging Application capabilities through the Kiosk and Tablet Services and how it complies with the Electronic Messaging services identified in RFP Attachment 6.6., Section A.7. The Electronic Messaging Application shall provide the capability of conducting Data analysis including, but not limited to, providing reports which identify if multiple Inmates are receiving electronic messages from the same party, a party receiving electronic messages from multiple Inmates, etc.</p> | | 20 | |
| | C.16. | <p>Respondent shall provide a detailed description of its Inmate Kiosk Services, and how it complies with the Kiosk Services</p> | | 4030 | |

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| Response Page # (Respondent completes) | Item Ref. | Section C— Technical Qualifications, Experience & Approach Items | Item Score | Evaluation Factor | Raw Weighted Score |
| | | <p>identified in RFP Attachment 6.6. Pro Forma Contract, Section A.12. including security features for the corrections industry such as screen type, tamper-resistant and hard-shelled durable kiosk, Device size, Operating System, kiosk components, etc.</p> <ol style="list-style-type: none"> 1) Respondent shall provide a narrative describing its process for validating the Inmate’s identity during the login process on the kiosks or other Devices. 2) Respondent shall provide a narrative describing the process for maintaining the general public information and sharing that information with the State. 3) Respondent shall provide a narrative identifying the capability to provide Inmates their outstanding fees such as Criminal Injury Compensation Fund (“CIFC”), Sex Offender Registry, or unpaid supervision fees still owed in real-time. 4) Respondent shall indicate if they will agree to implement Kiosk Services at one (1) of the State facilities as a pilot prior to receiving authorization to implement at all facilities. | | | |
| | C.17. | Respondent shall provide a list of all available reports in the Tablet Services user Application in addition to those specified in RFP Attachment 6.6., Section C.10. Include any available reports of individual Inmate activity throughout the correctional continuum. | | 15 | |
| | C.18. | Respondent shall provide a list of all available reports in the VVS user Application in addition to those specified in RFP Attachment 6.6., Section C.7. | | 20 | |
| | C.19. | <p>Respondent shall provide a narrative describing its Kiosk Services capability for providing offender check-in and accepting correction payment services at twelve (12) probation offices within the State of Tennessee. Respondent shall include a high-level implementation timeline for installation to be completed at all twelve (12) probation offices, and Respondent shall be responsible for working with the building Owners of the probation offices for the installation and maintenance of the kiosks.</p> <p>Additionally, Respondent shall also detail its capabilities to also provide the same services to additional probation offices as determined by the State through the term of the Agreement, at no cost to the State.</p> <p>The probation office addresses are listed in RFP Exhibit A - Institution Specifications.</p> | | 4030 | |
| | C.20. | Respondent shall provide a detailed description of its Electronic Trust Account Deposit services including billing processes and how it complies with the Electronic Trust Account Deposit services identified in RFP Attachment 6.6., Section A.13. | | 10 | |

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| Response Page # (Respondent completes) | Item Ref. | Section C— Technical Qualifications, Experience & Approach Items | Item Score | Evaluation Factor | Raw Weighted Score |
| | C.21. | <p>Respondent shall provide a detailed description of its Tablet Services, including security features for the corrections industry, Device modifications, Operating System, screen type, Device size, battery specifications, charging options.</p> <ol style="list-style-type: none"> 1) Respondent shall include a schematic of the proposed Tablets, including visual aids. 2) Respondent shall specify if the speakers on the Tablets can be disabled/enabled at the State’s discretion. 3) Respondent shall specify if clear, see-through earbuds and individual Chargers are provided with the Tablets. 4) Respondent shall indicate how Tablets work for hearing impaired Inmates. 5) Respondent shall detail any unique or distinctive features regarding the proposed Tablets, including all available options for Inmates to access on the Tablets. 6) Respondent shall detail how Tablet Services are billed. | | 25 | |
| | C.22. | <p>The State has invested in and is committed to an evidence-based approach or model to Inmate management that relies upon an automated and fully integrated Inmate Risk/Needs Assessment Software, program planning, program matching and comprehensive program management platform. The State relies upon this model to guide holistic case planning and seamless supervision in order to effectively prepare offenders for successful reentry.</p> <p>Respondent shall describe its capability to directly utilize Vant4ge Point Evolve or to deliver a comprehensive Inmate education solution/Application on the Tablets that is capable of integrating with Vant4ge Point Evolve to deliver all available courses provided by or through the State. Respondent shall include the following:</p> <ol style="list-style-type: none"> 1) A complete description of the Respondent’s ability to directly utilize Vant4ge Point Evolve or its proposed Learning Management System capable of integrating with Vant4ge Point Evolve; 2) Identify the Education Platform and the capability to support college courses, High School Equivalency Courses, GED preparation and testing, and personal development content; 3) Describe any educational videos that will be provided for the delivery of service; and 4) Identify any rehabilitative features, functions, content, and analytic capabilities that would support Data-driven solutions and outcomes. | | 40 | |

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| Response Page # (Respondent completes) | Item Ref. | Section C— Technical Qualifications, Experience & Approach Items | Item Score | Evaluation Factor | Raw Weighted Score |
| | C.23. | Provide a narrative describing how the Respondent's proposed Inmate Communications and Related Services is equipped to support Inmate Risk/Needs Assessment Software, provided by a Third Party under a separate contract, for both generally accepted and the State's specific Behavior Modification Strategies, including but not limited to the ability for the Inmate or probationer/parolee to view projected outcomes of successful completion of various programs and/or classes, as well as other variables. Provide a description of system components and their inter-connectedness, with components including but not limited to ITS, VVS, Kiosk Services, Electronic Trust Account Deposits, and Tablet Services. | | 30 | |
| | C.24. | Provide a narrative describing how the Respondent's proposed Inmate Communications and Related Services solution ensures that the services and/or program pathways available within the corresponding system (i.e., educational, vocational, rehabilitative, and/or cognitive-behavioral) are or can be applied in a way that both integrates with the Inmate Risk/Needs Assessment Software and reinforces specific, individualized rehabilitative goals (pathways) as part of a comprehensive case management plan in which the Inmate/probationer/parolee can actively participate to the extent permitted/desired, and that is informed by available Data related to the subject's rehabilitative needs. | | 30 | |
| | C.25. | Provide a narrative describing features and functionalities of the Inmate Communications and Related Services solution that may offer guidance to end-users (e.g., Inmate/probationers/parolees as well as State rehabilitative case management staff) as to in recommending or determining which programming may be best suited for the end-user a given Inmate/parolee at a given point in time. | | 20 | |
| | C.26. | Provide a narrative describing how the Inmate Communications and Related Services solution will provide the Inmates with the ability to participate in, influence, and demonstrate his/her suitability for parole. Include a description of how the Board of Parole may have access to this information for consideration (as determined by the State). | | 30 | |
| | C.23 7 | <p>a. Provide a narrative describing how the proposed Inmate Communications and Related Services solution will be equipped to support both generally accepted and State specific Behavior Modification Strategies as identified by the State's Risk/Needs Assessment, including but not limited to the ability for the Inmate or probationer/parolee to view projected outcomes of successful completion of various programs and/or classes, as well as other variables.</p> <p>b. Provide a narrative describing features and functions of the Inmate Communications and Related Services solution that provides guidance to end users (i.e. Inmates/probationers/parolees as well as State rehabilitative case management staff) as to which programming may be best suited for a given Inmate/parolee at a given point in time.</p> <p>c. Provide a narrative describing how the Respondent's proposed Inmate Communications and Related Services</p> | | 20 | |

| RESPONDENT LEGAL ENTITY NAME: | | | | | |
|--|-----------|---|------------|-------------------|--------------------|
| Response Page # (Respondent completes) | Item Ref. | Section C— Technical Qualifications, Experience & Approach Items | Item Score | Evaluation Factor | Raw Weighted Score |
| | | solution provides the Inmate with the ability to participate in, influence, and demonstrate his/her suitability for parole. Include a description of how the Board of Parole may have access to this information for consideration (as determined by the State). | | | |
| | C.248 | Respondent shall describe how Data associated with usage on the Tablet Services is stored. | | 15 | |
| | C.259 | Respondent shall indicate if its Tablet Services user Application has the capability to provide live monitoring. | | 10 | |
| | C.263 | Respondent shall specify how mobile Device management is handled for Tablet Services. | | 10 | |
| | C.273 | Respondent shall detail its security and installation approach to ensure Inmates cannot access an External Wireless Network for its Kiosk and Tablet Services. | | 20 | |
| | C.283 | Respondent shall detail any unique or distinctive features regarding the proposed VVS, including the capability for the Inmate to initiate Video Visitation Sessions and the registration and scheduling process for visitors (both onsite and remote). 1) If Respondent does not have the capability for the Inmate to initiate video visitations sessions, provide information on Respondent's research and development progress. 2) Respondent shall describe the process required of visitors to open an account with Respondent for the purposes of scheduling a visit with an Inmate at the Institutions. Respondent shall specify security checks to confirm visitor's identity. Specify the process for scheduling a visit once the account creation or registration process have been completed. | | 20 | |
| | C.293 | Respondent shall indicate whether it proposes an alternative number of video visitation stations to the quantity specified in RFP Exhibit A - Institution Specifications. | | 10 | |
| | C.304 | Respondent shall list the requirements for a visitor to complete Remote Video Visitation Sessions, including but not limited to minimum Bandwidth, equipment, software, and browser type. | | 15 | |
| | C.315 | Respondent shall specify whether the VVS provides a Countdown Clock Timer on the video visitation station. | | 10 | |
| | C.326 | Respondent shall specify its proposed process for providing information on upcoming video visits, including reports available in the VVS user Application. | | 15 | |
| | C.337 | Respondent shall include detailed information on the VVS alert Application. The description shall include, at a minimum, the types of alerts available (i.e. cell phone, SMS text, email). including. | | 15 | |
| | C.348 | Respondent shall specify if the VVS allows the user to stop, pause, and restart a live video visitation. | | 15 | |
| | C.359 | Respondent shall indicate whether its VVS has the capability to scan and display random live video visitations. | | 15 | |
| | C.364 | Respondent shall indicate whether the user can customize the view for playback of video visitations and/or add comments to the video visitation recording. | | 15 | |

| RESPONDENT LEGAL ENTITY NAME: | | | | | |
|--|-------------|--|------------|-------------------|--------------------|
| Response Page # (Respondent completes) | Item Ref. | Section C— Technical Qualifications, Experience & Approach Items | Item Score | Evaluation Factor | Raw Weighted Score |
| | C.374 4. | Respondent shall indicate if its VVS has the capability to identify and store the end user's Internet Protocol ("IP") address. | | 15 | |
| | C.384 2. | Respondent shall describe its registration and scheduling processes including: 1) Capability to automatically capture the visitor's photo or identification without manual input from the visitor. 2) Capability to verify the visitor's identity. 3) Create automated/custom restrictions for the Inmate and/or visitor. 4) The mandatory fields captured during the registration and scheduling processes. 5) Process for designating a visitor to receive confidential/privileged video visits. 6) All methods available for visitors to register and schedule a video visit including the use of a mobile Application. If Respondent does not have the capability to allow scheduling through a mobile Application, provide information on Respondent's research and development progress. | | 20 | |
| | C.394 3. | Respondent shall indicate how other customers using Respondent's proposed VVS handle the approval of visitors. How will the approved visitor lists be compared to Passive Approval (with required registration)? | | 15 | |
| | C.404 . | Respondent shall indicate whether the VVS can accommodate a Manually-Facilitated Video Visit created by the State. | | 15 | |
| | C.415 . | Respondent shall indicate whether the VVS has the capability to allow the State to manually reassign the Video Visitation Station initially assigned by the VVS. | | 15 | |
| | C.426 . | Respondent shall describe the process for shutting down the VVS. | | 15 | |
| | C.437 . | Provide a narrative describing Respondent's approach for providing the State with an educational software program and associated support/maintenance on the State's existing tablets at the State's Training Academy, at no cost to the State. The educational program shall include, but is not limited to, training, a complete Learning Management System (LMS), lesson plan conversions of the existing State developed and owned fifty-eight (58) courses and as many up to fifteen (15) more additional courses as needed, full service and maintenance, and all associated licenses for six thousand and five hundred (6,500) users for the first year of the Agreement and three thousand (3,000) additional for each additional year to accommodate new hires. (The provision of tablet <i>Devices for the educational program is a requirement under this RFP; approximately one thousand (1,000) devices shall be provided by the Contractor to support the Training Academy's educational program. the State currently has three hundred (300) tablets in use provided through its current Inmate Communication and Related Services agreement which will be required for use by the successful Contractor.)</i> | | 4030 | |

| RESPONDENT LEGAL ENTITY NAME: | | | | | |
|--|-----------|---|-------------------------|-------------------|---------------------------------|
| Response Page # (Respondent completes) | Item Ref. | Section C— Technical Qualifications, Experience & Approach Items | Item Score | Evaluation Factor | Raw Weighted Score |
| | | <i>Do not include any cost, Revenue Share or pricing information including fees or charges associated with the implementation and use of this technology. Please provide this information in RFP Attachment 6.3, Revenue Proposal.</i> | | | |
| | C.448 | Respondent shall describe its Debit Release Cards program which shall be provided at no cost to the State. Respondent shall provide an overview of its Debit Release Card program including the following: 1) Explain how funds are applied to the Debit Release Card and how the card is used by the Inmate after release. 2) Detail all rates, fees, and surcharges associated with the Inmate's use of the card. 3) Respondents shall provide two (2) references of facilities where this feature has been implemented for at least six (6) months. <i>Do not include any cost, Revenue Share or pricing information including fees or charges associated with the implementation and use of this technology. Please provide this information in RFP Attachment 6.3, Revenue Proposal.</i> | | 20 | |
| | C.459 | Respondent shall provide a detailed overview of its services to provide personnel to perform live monitoring of calls and video visits to work directly with the State investigators for all Facilities. | | 15 | |
| | C.50 | Respondent shall create and establish a business relationship with other vendors providing services to the State and implement necessary integrations with those vendors/services. The State shall not be responsible for paying any amounts associated with any required integrations. All integrations shall be approved by the State at the Contractor's expense. | | 10 | |
| <i>The Solicitation Coordinator will use this sum and the formula below to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.</i> | | | Total Weighted | Raw Score: | |
| | | | (sum of Weighted above) | Raw Scores | |
| | | | X 40 | =SCORE | |
| Total Raw Weighted Score | | | | | |
| Maximum Possible Raw Weighted Score | | | | | |
| <i>(i.e., 5 x the sum of item weights above)</i> | | | | | (maximum possible score) |
| State Use – Evaluator Identification: | | | | | |

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

TECHNICAL RESPONSE & EVALUATION GUIDE

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

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

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

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

| RESPONDENT LEGAL ENTITY NAME: | | | | |
|--------------------------------------|---|-------------------|--------------------------|---------------------------|
| Oral Presentation Items | | Item Score | Evaluation Factor | Raw Weighted Score |
| D.1. | Demonstration of the ITS to include the following: a) User Application; b) Security features available (including restrictions, alerts, and fraud prevention); c) PIN Application; d) PAN entry and relationship to Inmate; and e) Creating, viewing, and tracking Inmate Telephone Service Tickets. | | 6 | |
| D.2. | Demonstration of the VVS to include the following: a) User Application; b) Security features; c) Visitor registration process (onsite and remote) and associated requirements; and d) Visitor scheduling requirements (onsite and remote). | | 6 | |
| D.3. | Demonstration of the Tablet Services to include the following: a) User Application; b) Security features; c) Applications available and Integration with Vant4ge Point Evolve; and d) The steps for downloading approved materials. | | 6 | |
| D.4. | Demonstration of the Inmate Risk/Needs Assessment Software on the proposed Devices. | | 3.5 | |
| D.5. | Demonstration of the LMS on the Respondent’s proposed Tablets for the Training State’s Training Academy tablets. | | 3.5 | |

| RESPONDENT LEGAL ENTITY NAME: | | | |
|---|--|---|-----------------|
| D.6. | Demonstration of the Kiosks Services to include the following: a) User Application; b) Security features; c) Applications available; and d) Offender check-in and correction payments | | 6 |
| D.7. | Demonstration of Electronic Messaging | | 4 |
| D.8. | Demonstration of the monitoring and recording capabilities to include the following: a) Retrieving/exporting/burning of Inmate telephone calls and visitation detail records; and b) Retrieving/playback of Inmate telephone calls and visitation recordings. | | 5 |
| D.9. | Demonstration of the ITS, VVS, Tablet and Kiosk reporting capabilities including the following: a) Standard reporting capabilities; b) Customer reporting capabilities; c) Reporting for Confirmation of Gross Revenue and Revenue Share compliance d) ITS Reporting and Payments e) VVS Payment and Reporting f) Kiosk Services Transaction Detail Report g) Electronic Trust Account Deposits Payment and Reporting; and h) Tablet Services Payment and Reporting. | | 5 |
| D.10. | Demonstrate customer service, general maintenance and end-user payment options to include the following: a) Customer service; b) General, ITS, VVS, Tablet Services and Kiosk Services maintenance; c) Scheduling and notification of upgrades; and d) End-user/Inmate payment options. | | 5 |
| D.11. | Demonstrate how Inmate Trust Funds are transferred to an Inmate Release Card. | | 3.5 |
| Total Raw Weighted Score (<i>sum of Raw Weighted Scores above</i>): | | | |
| The Solicitation Coordinator will use this sum and the formula below to calculate the score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations. | | | |
| total raw weighted score | | | |
| maximum possible raw weighted score <i>(i.e., 5 x the sum of item weights above)</i> | | X 15 <i>(maximum section score)</i> | = SCORE: |

| | |
|---|--|
| RESPONDENT LEGAL ENTITY NAME: | |
| <i>State Use – Evaluator Identification:</i> | |
| <i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i> | |

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION E: ADDITIONAL TECHNOLOGY.

The State is interested in additional related technology products that can be provided as part of the Respondent's response offering for this RFP. Respondent shall provide a narrative detailing the Respondent's capabilities related to the Additional Technology listed below. The State may, at its sole option, elect to implement any proposed Additional Technologies throughout the life of the Contract. If Respondent is interested in providing information for additional technology products it should supply information on the following items, and include an outline specifying how the additional technologies and their proposed solutions support or enhance the mission of the State as well as the commitment to rehabilitation and Data-driven outcomes.

Do not include any cost, Revenue Share, or pricing information including fees or charges associated with the implementation and use of this technology in this Section. Section E. Additional Technology is not an evaluated or scored item; it is for informational purposes only.

- 1) **Commissary ordering via the ITS** (no cost to State):
Vendor must provide an overview of this technology which shall include details on the process for selecting and ordering commissary items.
 - a) Detail any fees or charges associated with this technology; and
 - b) The Respondent shall provide at a minimum two (2) references from facilities where this technology has been implemented for at least one (1) year. References should include Facility name and address, contact name, contact number and contact email.
- 2) **Voice Biometric Technology** (no cost to the State): Respondent shall provide an overview of the technology, detail the enrollment process and indicate whether the technology performs an initial verification and/or continuous verification of the Inmate's voice. This feature must be an integrated part of the ITS and must include analytical tools and reporting. The State will not be a "beta test site" for unproven technology:
 - a) Respondent shall provide two (2) references of Institutions where this technology has been implemented for at least six (6) months.
- 3) **Inbound, Automated Voicemail via the ITS.** Respondent shall provide an overview of this technology specifying whether the technology accommodates outbound Voicemails in addition to inbound.
 - a) Describe all security features for voicemail messaging and how the voicemail services preserve the call controls configured in the ITS.
 - b) Confirm the ITS is capable of recording and storing all voicemail messages.
 - c) Respondent must provide two (2) references of Institutions where this feature has been implemented for at least six (6) months.
- 4) **Cell Phone Detection** (no cost to the State): Respondent must provide an overview of their capabilities in supplying both mobile and stationary cell phone detection technologies at no cost to the State.
 - a) Respondent must provide two (2) references from Institutions where this feature has been implemented for at least six (6) months.
- 5) **Data Analytics:** Respondent shall provide an overview of its Data analytics capabilities, including those that support Data-driven solutions and outcomes, and describe in detail its proposed technology to be provided at no cost to the State.
- 6) **Drone Detection:** Respondent shall provide a detailed overview of their capabilities in supplying this proposed technology at no cost to the State.
- 7) **GEO Fencing:** Respondent shall provide a detailed overview of their capabilities in supplying this proposed technology at no cost to the State.

REVENUE PROPOSAL & SCORING GUIDE

Respondent shall refer to **RFP Attachment 6.3. Section B** for complete instructions to submit a Revenue Proposal as part of the RFP response. Failure to complete and submit the **RFP Attachment 6.3 Section B (Excel Spreadsheet)** correctly will result in disqualification of Respondent.

| *The State will be looking for the highest value among Respondent proposals for the Monthly Minimum Guarantee, Revenue Share Percentages and the Upfront Financial Incentive(s). | | | |
|--|---|------------------------------------|-----------------|
| CATEGORIES | FORMULA | POINTS | SCORE |
| ITS – Required Fees | Lowest Required Fee Amount / Total Required Fee Amount | x 2 (maximum section score) | = SCORE: |
| ITS – Revenue Share | Remaining Monthly Minimum Guarantee Amount Total ITS Revenue Share / Highest Monthly Minimum Guarantee Amount Highest Total ITS Revenue Share | x 10 8 (maximum section score) | = SCORE: |
| ITS – Monthly Minimum Guarantee | Total Contract Estimated Revenue Share Amount Monthly Minimum Guarantee / Highest Total Contract Estimated Revenue Share Monthly Minimum Guarantee | x 3 (maximum section score) | = SCORE: |
| VVS | Total Contract Estimated VVS Revenue Share Amount / Highest Total Contract Estimated VVS Revenue Share Amount | x 2 (maximum section score) | = SCORE: |
| Tablets Option 1 - Required Tablet Usage Rates Tablets Option 2 - Required Tablet Application Rates | Lowest Total Contract Estimated Revenue Share Tablet Rate or Fee Amount / Highest Total Tablet Rate or Fee Estimated Contract Revenue Share Amount | x 3.5 (maximum section score) | = SCORE: |
| Tablets Option 1 – Tablet Revenue Share Per Minute Usage Tablets Option 2 – Tablet Revenue Share Per Transaction Required Tablet Application Rates | Total Contract Estimated Tablet Revenue Share Amount / Highest Total Estimated Contract Tablet Revenue Share Amount | x 3.5 4 (maximum section score) | = SCORE: |
| Electronic Trust Account Deposits | Total Contract Estimated Electronic Trust Account Revenue Share Amount / Highest Total Estimated Contract Electronic Trust Account Revenue Share Amount | x 5 (maximum section score) | = SCORE: |
| Upfront Financial Incentive | Remaining Calculated Total Upfront Financial Incentive / Highest Total Upfront Financial Incentive | X3 (maximum section score) | =SCORE: |
| Total Points | | 30 | = SCORE: |

| | |
|--|---|
| | <i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i> |
|--|---|

REFERENCE QUESTIONNAIRE

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

The Respondent will be solely responsible for obtaining completed reference questionnaires as required (refer to **RFP Attachment 6.2., Technical Response & Evaluation Guide, Section B, Item B.18.**), and for enclosing the sealed reference envelopes within the Respondent's Technical Response.

RFP # 32901-31247 REFERENCE QUESTIONNAIRE

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

The "reference subject" specified above, intends to submit a response to the State of Tennessee in response to the Request for Proposals (RFP) indicated. As a part of such response, the reference subject must include a number of completed and sealed reference questionnaires (using this form).

Each individual responding to this reference questionnaire is asked to follow these instructions:

- complete this questionnaire (either using the form provided or an exact duplicate of this document);
 - sign and date the completed questionnaire;
 - 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.
-

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

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

| | |
|------------------------|--|
| NAME: | |
| TITLE: | |
| TELEPHONE # | |
| E-MAIL ADDRESS: | |

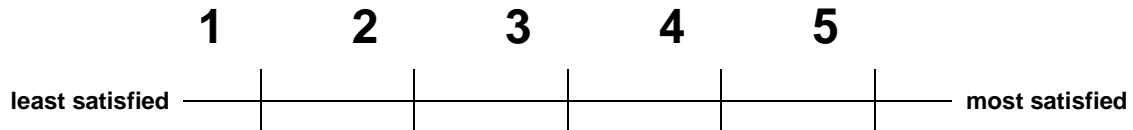
(3) What services does /did the reference subject provide to your company or organization?

(4) What is your current Average Daily Population (ADP)?

(5) What was the effective date of your contract with Reference Subject?

- (6) What is the average number of completed Inmate telephone calls and minutes each month?
- (7) How many Inmate telephones do you currently have at your Institution?
- (8) How many video visitation stations, kiosks and tablets do you currently have at your Institution?
- (9) What is the level of your overall satisfaction with the reference subject as a vendor of the services described above?

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



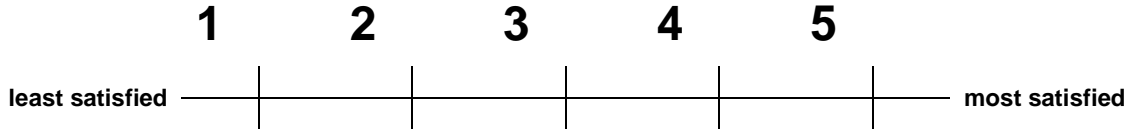
If you circled 3 or less above, what could the reference subject have done to improve that rating?

- (10) If the services that the reference subject provided to your company or organization are completed, were the services provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.
- (11) If the reference subject is still providing services to your company or organization, are these services being provided in compliance with the terms of the contract, on time, and within the Implementation Plan timeline? If not, please explain.
- (12) How satisfied are you with the reference subject’s ability to perform based on your expectations and according to the contractual arrangements?
- (13) In what areas of service delivery does /did the reference subject excel?

(14) In what areas of service delivery does /did the reference subject fall short?

(15) What is the level of your satisfaction with the reference subject's project management structures, processes, and personnel?

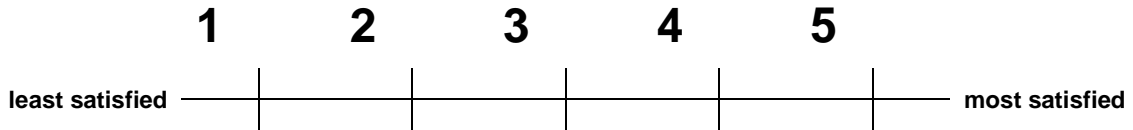
Please respond by circling the appropriate number on the scale below.



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

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

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



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

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

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



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

REFERENCE SIGNATURE:

(by the individual completing this request for reference information)

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

DATE:

RFP ATTACHMENT 6.5.

SCORE SUMMARY MATRIX

| | <i>RESPONDENT NAME</i> | | <i>RESPONDENT NAME</i> | | <i>RESPONDENT NAME</i> | |
|---|------------------------|--|------------------------|--|------------------------|--|
| GENERAL QUALIFICATIONS & EXPERIENCE (maximum: 15) | | | | | | |
| <i>EVALUATOR NAME</i> | | | | | | |
| <i>EVALUATOR NAME</i> | | | | | | |
| <i>REPEAT AS NECESSARY</i> | | | | | | |
| | AVERAGE: | | AVERAGE: | | AVERAGE: | |
| TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH (maximum: 40) | | | | | | |
| <i>EVALUATOR NAME</i> | | | | | | |
| <i>EVALUATOR NAME</i> | | | | | | |
| <i>REPEAT AS NECESSARY</i> | | | | | | |
| | AVERAGE: | | AVERAGE: | | AVERAGE: | |
| ORAL PRESENTATION (maximum: 15) | | | | | | |
| <i>EVALUATOR NAME</i> | | | | | | |
| <i>EVALUATOR NAME</i> | | | | | | |
| <i>REPEAT AS NECESSARY</i> | | | | | | |
| | AVERAGE: | | AVERAGE: | | AVERAGE: | |
| REVENUE PROPOSAL (maximum: 30) | SCORE: | | SCORE: | | SCORE: | |
| TOTAL RESPONSE EVALUATION SCORE: (maximum: 100) | | | | | | |

Solicitation Coordinator Signature, Printed Name & Date:

RFP #32901-31247 PRO FORMA CONTRACT

The *Pro Forma Contract* detailed in the 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.

| | | | |
|--|--------------------------------|---|-----------------------------------|
|  <p style="text-align: center;">CONTRACT (state Revenue contract with an individual, business, non-profit, or government entity of another state or country and from which the state receives monetary compensation)</p> | | | |
| Begin Date | End Date | Agency Tracking # - | Edison ID |
| Contractor Legal Entity Name | | | Contractor Registration ID |
| Service Caption | | | |
| Ownership/Control <input type="checkbox"/> Minority Business Enterprise (MBE): <input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American <input type="checkbox"/> Woman Business Enterprise (WBE) <input type="checkbox"/> Tennessee Service-Disabled Veteran Enterprise (SDVBE) <input type="checkbox"/> Disabled Owned Businesses (DSBE) <input type="checkbox"/> Tennessee Small Business Enterprise (SBE): \$10,000,000.00 averaged over a three (3) year period or employs no more than ninety-nine (99) employees. <input type="checkbox"/> Government <input type="checkbox"/> Non-Minority/Disadvantaged <input type="checkbox"/> Other: | | | |
| Selection Method & Process Summary (mark the correct response to confirm the associated summary) | | | |
| <input checked="" type="checkbox"/> Competitive Selection | | RFP | |
| <input type="checkbox"/> Other | | Describe the selection process used and submit a Special Contract Request | |
| Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations. | | | |
| Speed Chart (optional) | Account Code (optional) | | |

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

This Contract, by and between the State of Tennessee, Department of Correction, hereinafter referred to as the "State" and Contractor Legal Entity Name, hereinafter referred to as the "Contractor," is for the provision of Inmate Communications and Related Services, as further defined in the "SCOPE OF SERVICES."

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

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

Account Depositor means the person making a deposit of funds onto the offender account.

Account Depositor Email Address means the email address on the account of the person making the deposit.

Account Depositor Identification Number means an identification number assigned by the Contractor identifying the account for the person making the deposit.

Account Depositor Telephone Number means the telephone number on the account of the person making the deposit.

Advance Pay Call means a telephone call made by an Inmate to an Allowed Telephone Number where the total cost of the call will be deducted from a prepaid account established with the Inmate automated telephone system provider by the called party as referenced in TDOC Policy #503.08 Telephone Privileges as specified in Exhibit B.

Allowed Telephone Number ("ATN") means a landline or cellular telephone number which is on an Inmate's authorized to call telephone number list as referenced in TDOC Policy #503.08 Telephone Privileges as specified in Exhibit B.

Americans with Disabilities Act ("ADA") can be found at <https://www.ada.gov/pubs/adastatute08.pdf>.

Application means a program or group of software programs designed for end-users.

Application Controls are directly related to the Application and help ensure that transactions are complete, accurate, valid, confidential, and available.

Approved Kiosk List ("AKL") means a list of persons with whom Inmates may have contact with via email and/or video visitation through the Kiosk Services as referenced in TDOC Policy #507.03 Inmate Kiosk Services as specified in Exhibit B.

Automated Clearing House ("ACH") is a computer-based clearing house and settlement Facility established to process the exchange of electronic transactions between participating financial Institutions.

Automatic Number Identification (“ANI”) means a feature of a telecommunications Network for automatically determining the origination telephone number on toll calls for billing purposes.

Average Daily Population (“ADP”) means the average population of Inmates housed at each Institution on a daily basis.

Bandwidth means the transmission capacity of a computer Network or other telecommunication systems.

Behavior Modification Strategies means the alteration of behavioral patterns using learning techniques such as biofeedback and positive and/or negative reinforcement.

Board of Parole (“BOP”) means a panel of people who decide whether an offender should be released from prison on parole after serving at least a minimum portion of their sentence as prescribed by the sentencing judge.

Call Detail Records (“CDR”) is a Data record produced by a telephone exchange or other telecommunications equipment that documents the details of a telephone call that passes through that Institution or Device.

Caller ID means the telephone hardware and software which identifies both the name and telephone number of the caller to the recipient when receiving a call.

Calling Rate means the per minute rate paid by the family member or friend of the offender being communicated with via the ITS or the per minute rate deducted from the offender’s Trust Fund Account for said communication.

Central Trust Fund Administration (“CTFA”) means the Department of Finance and Administration Correction Central Accounting Staff located in the Tennessee Department of Correction (“TDOC”) Central Office who are responsible for the administration of the Inmate Trust Fund Accounts as referenced in TDOC Policy #208.01 Inmate Trust Fund Accounts as specified in Exhibit B.

Certified Facility Manager (“CFM”) means the certified manager at the Facility the Contractor is able to contact for approval to work onsite at the Institution.

Charger means a Device that restores charge to tablet or other wireless Devices.

Circuit means a line, conductor, or other conduit between two (2) points over which information is transmitted.

Collect Billing Fees means fees charged to the called parties for processing a collect call on a LEC telephone bill or obtaining a hard copy bill of a direct bill account.

Comma Separated Values (“CSV”) is a comma-separated values file, which allows Data to be saved in a tabular format.

Community Supervision means the Division of TDOC tasked with oversight of offenders at liberty in the community under either probation or parole.

Complimentary Call means a call associated with Contractor's pre-paid collect program that is at no cost to the called parties and for a certain amount of time determined by the State.

Configuration means the set-up of the hardware and/or software making up the Inmate Telephone System.

Correctional Grade Tablet means a tablet Device produced for Inmate use in correctional facilities, meant to be more durable and tamper-proof.

Countdown Clock Timer is a Device measuring duration of Video Visitation Session from initiation and the remaining time of the Video Visitation Session.

Criminal Injury Compensation Fund (“CICF”) means a government program to reimburse victims of violent crimes such as assault, homicide, rape, and, in some states, burglary - as well as their families for many of their out-of-pocket expenses.

Debit Call means a telephone call made by an Inmate to an allowed telephone number, where the total cost of the call will be deducted from the Inmate's debit account with the service provider as referenced in TDOC Policy #208.08 Inmate Telephone Debit System as specified in Exhibit B.

Debit Purchasing means making a purchase using a Debit Card.

Demarcation Building means the physical point at which the public Network of a telecommunications company ends, and a customer's Network begins.

Deposit and Transfer Detail Reports means the reports generated through the awarded Contractor's proposed ITS solution detailing deposits to Inmate Trust Fund Accounts AND fund transfers from Inmate Trust Fund Accounts.

Designated Agent means contracted third-party entity assisting the State in procuring and managing the Inmate Communication and Related Technologies program.

Device means a piece of equipment, such as a Correctional Grade Tablet, used by Inmates to make telephone calls, access Electronic Media, or conduct Video Visitation Sessions by way of the ITS.

Direct Billed Calls means calls billed directly to the call recipient.

Dropped Call means a call not continued through its expected completion.

Dual Tone Multi-Frequency (“DTMF”) means a telecommunication signaling system using the voice-frequency band over telephone lines between telephone equipment and other communications Devices and switching centers.

E-Books means books saved in PDF or electronic format making them accessible for Inmates reading through the ITS.

Education Platform means the functionality of the ITS which stores and makes educational materials available to Inmates or correctional staff available via the ITS.

Electronic Calling List means the list of numbers approved by the Facility that an Inmate may place calls to through the ITS.

Electronic Grievances means Inmate grievances submitted electronically through the ITS.

Electronic Media means music, videos or other entertainment content made available through the ITS.

Electronic Media Account means the spending account established for an Inmate to purchase Electronic Media.

Electronic Messaging means a method of transmitting information or messages over the ITS. Such messages can be screened by Facility staff before being printed off and passed along to an incarcerated offender.

Electronic Trust Account means the spending account established for an Inmate including the tracking of expenditures and account balances.

Exchange Message Interface (“EMI”) is used as a standard method and format to transfer billing Data between companies.

External Wireless Network a wireless Network outside of the Network provided for tablets which could potentially allow Inmates to access unauthorized content.

Facility means a State correctional Institution where felony offenders are incarcerated.

Facility Safety Officer (“FSO”) means a designated officer at each Institution responsible for the safety of any product, chemicals, and materials brought on the Institution property.

Federal Communication Commission (“FCC”) means the independent government agency responsible for regulating the radio, television and phone industries.

Free Call means a call with no charge and does not generate Revenue.

Free Video Visitation Session means a video visit with no charge and does not generate Revenue.

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.

General Public Information means end-user information such as the name, address, telephone number, etc. for prepaid accounts.

Graphical User Interface (“GUI”) means a form of user interface that allows users to interact with electronic Devices through graphical icons and audio indicator such as primary notation, instead of text-based user interfaces, typed command labels or text navigation.

Gross Revenue means all Revenues generated by the completion of Inmate telephone calls by and through the Inmate Communications system.

High School Equivalency Course means a course covering material typically covered in high school. A High School Equivalency Diploma is the equivalent of a high school diploma.

Implementation Plan means the plan mutually agreed upon by the State and the awarded Contractor which details the onboarding and rollout of services including the installation of the requested equipment, software, and hardware.

Infrastructure means the basic physical and organizational structures and facilities needed for the operation of a society or enterprise.

Inmate means a felon incarcerated in TDOC Facility.

Inmate Communication Services Training is training provided by Contractor on the Inmate communication services offered per the Agreement.

Inmate Debit Account means an account where funds are moved from the Inmate’s Trust Account, making the funds available for phone calls. Funds can also be added to the Inmate Debit Account by family or friends through the Contractor’s IVR or web site.

Inmate Electronic Messaging Application means an Application available on specified Devices (i.e. tablets, kiosks, video visitation stations) for Inmates to access Electronic Messaging.

Inmate Release means an event of Inmate Release from incarceration.

Inmate Release Card means the debit card issued to Inmates upon release containing the balance of the Inmate's Trust Fund Account deducting any and all outstanding obligations as referenced in TDOC Policy #208.01 Inmate Trust Fund Accounts as specified in Exhibit B.

Inmate Telephone Debit System ("ITDS") means the Contractor managed and operated system for the processing and payment of Inmate telephone calls as referenced in TDOC Policy #208.08 Inmate Telephone Debit System as specified in Exhibit B.

Inmate Telephone System ("ITS") means a system comprised of equipment, hardware and software which permits Inmates to make and receive telephone calls.

Inmate Trust Fund and/or Inmate Trust Fund Account means the account established for an Inmate into which he/she can deposit and withdraw his/her personal funds as referenced in TDOC Policy #208.01 Inmate Trust Fund Accounts as specified in Exhibit B.

Institution means a prison Facility where Inmates are incarcerated.

Institution Identification Number means an identification number assigned by the Contractor to differentiate the State Institution.

Institution Street Address means the address of the State Institution.

Interactive Voice Response ("IVR") means technology that allows a computer humans to interact ~~and communicate with the public through the use of voice and the keypad.~~ with a computer-operated phone system through the use of speech recognition and/or tones input via a telephone keypad such that services can be inquired about through the IVR dialogue.

Interlata Calls means long distance calls that cross LATAs.

Interstate Calls means long distance calls that cross state lines.

Internet Protocol ("IP") Address means the method or protocol by which Data is sent from one computer to another on the internet.

Intralata Calls means local Long-Distance Calls or regional toll service calls within the boundaries of a LATA.

Intrastate Calls means long distance calls between two (2) LATAs and within the same state.

Invoice and Corresponding Inmate Purchases or Usage Report is a detailed report showing the Inmate usage of a service that generates Revenue.

Kiosk Services means machines and equipment located in facilities and Community Supervision offices where Inmate or offender financial or Institutional transactions such as fee payment, Electronic Trust Account Deposits, inbound and outbound Electronic Messaging, onsite and Remote Video Visitation, media purchases for games, movies and songs, grievance filing, etc. can be conducted and processed.

Kiosk Services Transaction Detail Report means a detailed report showing all generating Revenue transactions from the Kiosk Services.

Kiosk Services Transaction Fee means the extra charges set by the Contractor for each Kiosk transaction.

Learning Management System ("LMS") means Vantage Point Evolve or a learning system that is able to integrate with Vantage Point Evolve consisting of various program and academic courses accessible to Inmates by way of the ITS.

Line Information Data Base (“LIDB”) Status/Code means a collection of commercial Databases used in the United States and Canada by telephone companies to store and retrieve Calling Name Presentation (CNAM) Data used for Caller ID services.

Local Access and Transport Area (“LATA”) means the contiguous geographic areas in which local Bell telephone companies were allowed to sell local and long-distance services.

Local Call means a call to a local telephone number within a town or metropolitan area that does not require an additional charge.

Local Exchange Carrier (“LEC”) means a regulatory term in telecommunications for the local telephone company.

Local Exchange Carrier (“LEC”) Telephone Bill means a telephone bill from the Local Exchange Carrier.

Lockdown means the confining of Inmates to their cells.

Long-Distance Call means calls outside of the Local Call area that cross LATAs and/or state lines.

Manually Facilitated Video Visit or Video Visitation means a session manually initiated and terminated by Facility staff.

Miscellaneous Charges/Fees means the fees charged to the end user’s telephone bill (e.g. Monthly Billing Fee, carrier administrative fee, cost recovery fee).

Miscellaneous Charges/Fees Report means a report showing any extra charges and fees added to the cost of a call or for funding an account.

Monitoring Equipment means equipment including hardware and software enabling Facility staff to monitor and oversee Inmate telephone calls, tablet use and video visitation.

Monthly Billing Fee means a fee that would be included in the Miscellaneous Charges/Fees Report.

Monthly Minimum Guarantee (“MMG”) means the guaranteed amount paid to the State by the awarded Contractor for Inmate Telephone Services (“ITS”) on a monthly basis regardless of the Revenue generated.

Monthly Video Visitation Transaction Detail Report means the report in CSV format provided by the Contractor to the State which includes a detailed breakdown of activity for all Video Visitation Sessions as referenced in RFP Attachment 6.6., Section C.7.f.

Monthly Video Visitation Transaction Summary Report means the report in CSV format provided by the Contractor to the State which includes a detailed breakdown of activity for all Video Visitation Sessions per VVS as referenced in RFP Attachment 6.6., Section C.7.e.

National Fire Protection Association (“NFPA”) means an international nonprofit organization devoted to eliminating death, injury, property and economic loss due to fire, electrical and related hazards.

Network means electronic communication by linking the Circuit to the ITS allowing calls from all of the Inmate telephones.

Offender Management System (“OMS”) means the information system of record used by the State to manage its offender population.

Operating System is software for any computer that supports its basic functions, such as executing Applications and controlling peripherals.

Passive Approval is the process where a designated person who is able to approve does not need to take action in order.

Personal Allowed Number (“PAN”) on an Inmate’s calling list means a number requested by the Inmate to be approved by designated Facility staff for calling.

Personal Identification Number (“PIN”), the number which permits an Inmate to make a telephone call or access the ITS.

Positive Acceptance means vocal acknowledgement by the called party accepting a telephone call placed by an Inmate.

Pre-Paid Collect Account means an account created by a friend or family member with the Contractor to prepay for collect calls from an Inmate.

Pre-Paid Collect Call means a collect call paid in advance.

Pre-Paid Collect Funding Fee(s) means fees imposed on called parties who set up or fund a Pre-Paid Collect Account with Contractor or a Third Party (i.e. Western Union) to accept calls.

Pre-Paid Funding Fee(s) means a fee charged to end-users for funding a Pre-Paid Collect Account to receive collect calls.

Prison Rape Elimination Act of 2003 (“PREA”) can be found at <https://www.prearesourcecenter.org/about/prison-rape-elimination-act-prea>

Rate Class means the type of call such as a local, long distance or international call.

Rate Period means the month in which the transaction occurred (i.e. 202005).

Rate Quote means a statement of a call cost prior to call acceptance.

Raw Duration means the exact length of the Inmate telephone call.

Regulatory Cost Recovery Fee(s) means a fee assessed by a telephone company associated with the payment of government-imposed fees and to recover the costs of compliance with government imposed regulatory requirements.

Remote Video Visitation means a visitation that is initiated by an end user/visitor using a computer with internet and a web camera in the comfort of their home to visit with an Inmate in a correctional Institution via a video Application.

Revenue means the income generated from the completion of Inmate telephone calls through the Inmate Telephone System.

Revenue Share means the amount a vendor will share with a customer of the total Inmate telephone calling Revenues generated through the Inmate Telephone System.

Risk/Needs Assessment Software is software consisting of a series of items used to collect Data on Inmate behaviors and attitudes that research indicates are related to the risk of recidivism.

Sallyport means a secure, controlled entryway to a prison.

Security Perimeter means the Facility's outermost boundary/boundaries where security measures are still in place.

Security Procedure Orientation means the description of the basic security information and common procedures that all persons working with the State should be made aware.

Sex Offender Registry means a system in various countries designed to allow government authorities to keep track of the activities of sex offenders, including those who have completed their criminal sentences.

Single Call Fee(s) means a fee applied to a single call in addition to the cost of the Inmate call.

Single Call Feature means the system functionality that ensures that the end user pays the per minute calling rate plus any specified required additional fees per call.

Social Engineering Fraud Endorsement means an endorsement that is put in place to avoid a confidence scheme that intentionally misleads an employee into sending money or diverting a payment based on fraudulent information that is provided to the employee in a written or verbal communication such as an email, fax, letter or even a telephone call.

State of Emergency means a situation of national danger or disaster in which a government suspends normal constitutional procedures in order to regain control.

Surge Protection means Devices designed with the capability to protect electrical Devices from voltage spikes.

Tablet Services means educational, programming or entertainment services made available to Inmates or correctional staff via the ITS.

Tablet Services Transaction Fee(s) means a fee applied to each transaction on a tablet in addition to the cost of the actual transaction.

Telephone Devices for the Deaf ("TDD") means an electronic Device for text communication over a telephone line that is designed for use by persons with hearing or speech difficulties.

Third Party means an independent provider, such as Western Union, which sets up pre-paid calling debit accounts.

Third Party Release Card Control Log (Form CR-4002) means the log that shall be maintained for all Inmate Release Cards received from Third Parties as referenced in TDOC Policy #208.01 as specified in Exhibit B.

Traffic Detail Report is a report summarizing the monthly call volume at the station level for Inmate calls generating Revenue.

Training Academy means the State's Training Academy for its correctional officers and staff.

Turnkey Inmate Calling Solution means a complete and customizable solution for Inmate telephone calling.

Uninterruptible Power Supply ("UPS") means a Device that allows a computer to keep running for at least a short time when the primary power source is lost.

Universal Service Fund means a system of telecommunications subsidies and fees managed by the United States Federal Communications Commission ("FCC") intended to promote universal access to telecommunications services in the United States.

Upfront Financial Incentive means an additional payment and/or financial incentive in the form of additional infrastructure and technology at no cost to the state (i.e. system infrastructure, equipment, etc.) for services provided in addition to a monthly revenue share.

Validation Fee(s) means a fee applied to the examination of a cost estimate or proposal to confirm the accuracy of its cost Data.

Vant4gePoint Evolve means the subject-facing portal for Vant4gePoint, which allows justice-involved individuals to participate in their programming and case planning digital tools.

Video Relay Service (“VRS”) means a system comprised of equipment, hardware and software which permits hearing impaired Inmates, family members, friends or members of the general public to make or receive telephone calls.

Video Visitation Session means a specific instance/complete conversation where an inmate can communicate with an end-user either at a location outside the facility or within the facility through the system’s voice and video functionality. The length of the session and the maximum number of sessions allowed per inmate per week or per month is determined by the ITS system.

Video Visitation System (“VVS”) means technological system comprised of software and hardware permitting Inmates to visit onsite and/or remotely with family, friends, attorneys or members of the public by way of video without leaving the confines of a prison Facility.

Voice Biometric Technology means a technology used to identify an individual by voice, possibly voice recognition.

VVS Fee(s) means a fee applied to video visitation visit in addition to the cost of the video visitation visit.

Wiring means the metal or copper wire laid throughout a Facility for the purpose of an ITS.

- A.3. The Contractor shall install, operate, and maintain all related equipment for the ITS, visitation telephones, onsite and remote VVS, Inmate Kiosk Services, and Electronic Trust Account Deposits at the State’s Institutions listed in **RFP Exhibit A - Institution Specifications**.
- A.4. The State reserves the right, throughout the term of this Contract, to add or remove Institutions for Contractor services.
- A.5. The Contractor shall cooperate with any Designated Agent the State contracts with for the management of services identified in this Contract. Throughout this Contract, the State shall be deemed to include both the State and the State’s Designated Agent or consultant, if any.
- A.6. The Contractor shall operate and maintain the ITS at the Institutions on a twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year.
- A.7. General Conditions.
 - a. Project Scope.
 - (1) The State requires a turnkey Inmate Communication and Related Services solution which shall include, without limitation, collect, pre-paid collect, pre-paid card, debit, direct billed and Free Calls. The Contractor shall install and operate all Inmate telephones, and related equipment. The Contractor shall, without cost to the State, provide all Wiring for the Inmate telephones, install the Inmate telephones and the related hardware and software specifically identified herein, to enable Inmates at the Institutions to complete, without limitation, local, long distance and/or international collect, pre-paid collect, pre-paid card, debit, direct billed and Free Calls from the Institutions.

- (2) The State requires a turn-key VVS which shall include, automated scheduling software, completion of Remote Video Visitation Sessions, and monitoring and recording capabilities. Contractor shall install and operate all video visitation stations and related equipment, which can include kiosks or tablets. Contractor shall, without cost to the State, provide all Wiring for the video visitation stations, install the video visitation stations and related hardware and software specifically identified herein, to enable visitors/end-users to schedule and complete onsite and Remote Video Visitation Sessions with Inmates from the Institutions.
- (3) The State requires turn-key Inmate Kiosk Services which shall include, without limitation, trust account look-up, inbound and outbound Electronic Messaging, Debit Purchasing, Electronic Grievances, Electronic Calling List submissions, Electronic Media Account purchases, and video visitation.
- (4) The State requires an Electronic Trust Account Deposit solution for Inmates at the Institutions to include, without limitation, general public deposits and transfers, account validation, providing general public account information to the State and Data link analysis.
- (5) The Contractor shall provide Tablet Services at no cost to the State. The Contractor shall ensure that the Tablet Services have the capability to access various Applications including Electronic Messaging, comprehensive education and instructional material, entertainment, media, Inmate requests, and Electronic Grievances. The State reserves the right to add an ITS calling and/or VVS Application to the Tablet Services, at no cost to the State.

b. Wiring Requirements.

- (1) All required Wiring within the State's Institutions for ITS, visitation telephones, VVS Kiosk Services, Electronic Trust Account Deposits and Tablet Services will be performed by the State's selected Wiring contractor. Request for Wiring will be submitted to Correction's Information Technology Services group. The Contractor shall reimburse the State for all costs relative to all Wiring completed by the State's Contractor. The State shall submit a detailed monthly invoice to Contractor for the Wiring costs associated for the work completed in the prior month. Contractor shall remit payment to the State for the invoice within thirty (30) calendar days of receipt.
- (2) The State shall provide Contractor one (1) fiber optic run for each Institution between the Demarcation Building and the housing units. Should the State ever require this one (1) fiber optic run for its own use, Contractor shall be responsible for the cost of installing another fiber optic run to replace the run supplied by the State within sixty (60) calendar days of notification from the State and at no cost to the State.
- (3) Contractor shall reimburse the State for any additional Wiring necessary, including updating any copper Wiring to fiber optic for the performance of the Inmate telephones, as needed throughout the term of the Contract. All additional Wiring costs shall be included in the detailed monthly invoice the State submits to Contractor for the work completed in the prior month. Contractor shall have thirty (30) calendar days to remit the invoice payment to the State.

A.8. Customer Service.

a. Maintenance,

- (1) Contractor shall respond to repair requests submitted in writing from the State within two (2) hours acknowledging the repair.

- (2) Contractor shall arrive at the Institution within four (4) hours after notice has been submitted in writing and be available twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year.
- (3) Repairs or replacement of nonworking or damaged equipment or software shall be started by Contractor's qualified technician within four (4) hours following notification of a service request or system failure.
- (4) Contractor must complete the repairs or replacement during the first twenty-four (24) hours following notification of a problem.
- (5) The State shall be notified of progress and/or delays in progress until the problems are resolved.
- (6) Contractor shall notify the State two (2) hours in advance any time a technician is dispatched to the Institutions and prior to the technician's arrival to coordinate an escort.
- (7) If Contractor has not cured a service problem within ten (10) calendar days of Contractor receiving notice of the problem from the State, the Contractor may be liable for Liquidated Damages as specified in **RFP Attachment 6.8, Liquidated Damages**.
- (8) Each Party shall report to the other Party any misuse, destruction, damage, or vandalism. The Contractor shall assume liability for any and all such damages.
- (9) All operation, maintenance and repair issues regarding the ITS, VVS, Kiosk or Tablet Service shall be reported by Contractor to the State promptly.
- (10) Contractor shall provide the State with ITS, VVS, Kiosk and Tablet Service technology software upgrades as they become available. All upgrades must be provided to the State at no additional cost.

A.9. General Installation Requirements.

a. Standards.

- (1) Inmate communications services are to be provided and shall comply with all applicable Federal Communication and other applicable regulations in correctional facilities.
- (2) Contractor shall comply with all applicable laws, rules, regulations, and orders of any authorized agency, commission, unit of the federal government, or state, county, or municipal government.

b. Implementation.

- (1) Initial installations for the ITS and Electronic Trust Account Deposits must be completed within sixty (60) calendar days, as specified in the Implementation Plan, of the execution of the Contract between the State and the selected Contractor. Implementation Plan(s) shall become a part of the Contract and must be followed.
- (2) Initial installations for the VVS, Kiosk Services and Tablet Services must be completed within one hundred and twenty (120) calendar days, as specified in the Implementation Plan, upon execution of the Contract between the State and the selected Contractor. Implementation Plan(s) shall become a part of the Contract and must be followed.

c. Transition Requirements.

- (1) For the initial installation, Contractor shall work with the State and the relevant providers to ensure an orderly transition of services, responsibilities and continuity of the services required by the State.
- (2) Upon expiration, termination, or cancellation of the Contract, Contractor shall accept the direction of the State to ensure services are smoothly transitioned. At a minimum, the following shall apply:
- (3) At no cost to the State, Contractor shall supply the quantity of workstation(s) designated in **RFP Exhibit A - Institution Specifications** which shall become the property of the State after expiration, cancellation or termination of the Contract.
 - (a) Contractor shall discontinue providing service or accepting new assignments under the terms of the Contract, on the date specified by the State. Revenue Share payments shall be due and payable by Contractor to the State at the percentage/rate provided in the Contract until services specified in this RFP are no longer provided by Contractor.
 - (b) Contractor agrees to remove its equipment at the conclusion of the Contract in a manner that shall allow the reuse of Wiring/cabling associated with the services specified in this Contract.

d. General Installation Requirements.

- (1) The Contractor shall be responsible for all costs associated with the Inmate telephones, visitation telephones and related services, including but not limited to ITS, VVS, Kiosk Services, Electronic Trust Account Deposits and Tablet Services, including but not be limited to, the necessary labor, parts, materials, transportation, purchase of equipment, Wiring, new electrical Circuits, cables, installation, service, maintenance, Network, and day-to-day operation to maintain all proposed system components in good working order and in compliance with the equipment manufacturer's specifications. Contractor's services shall not be configured to reside on or use the State's Network.
- (2) The Contractor shall install the quantity of new Inmate telephones, standard visitation telephones, video visitation stations, Inmate Kiosks, lobby Kiosks and Tablet Services as detailed in **RFP Exhibit A - Institution Specifications** and in accordance with the State's requirements.
- (3) The State reserves the right to modify the **RFP Exhibit A - Institution Specifications** if a business need occurs, including but not limited to adjusting the quantity of the Inmate telephones, standard visitation telephones, video visitation stations, Kiosks, lobby Kiosks and Tablet Services detailed in **RFP Exhibit A - Institution Specifications**.
- (4) Use of existing conduit, raceways, cable, Wiring, switches, Circuits, and terminals within the Institutions is at the risk of Contractor. The Contractor shall not have any exposed Wiring.
- (5) Ownership of any Wiring or conduit installed under the Contract by Contractor or the State's subcontractor for Contractor shall become the State's property upon termination and/or expiration of the Contract.
- (6) The Contractor agrees that if any cabling work is required as part of any installation, all new cables shall be used and marked clearly and legibly at both ends and meet all applicable Wiring standards for commercial buildings and must be approved by the Institutions maintenance personnel.

- (7) The Contractor shall be responsible for installing all new Infrastructure including (without limitation) all Wiring, cabling and Network at no cost to the State to support the provision of the outlined services.
- (8) The Contractor agrees to obtain the State's written approval before making any physical changes to the Institutions such as drilling into walls, floors, ceilings or any other portion of the Institutions, including existing, newly constructed and/or expanded facilities/buildings.
- (9) The Contractor shall provide, install, maintain, replace and upgrade adequate surge and lightning protection equipment to protect all lines, Circuits and equipment used for services specified in this Contract.
- (10) The Contractor shall provide, install, maintain, replace and upgrade an UPS back-up power for the Inmate telephones and related services to ensure there is no loss of call or video recordings, or transaction processing and Data storage in the event of a power failure.
- (11) The Contractor shall ensure that a separate power supply shall not be required for Inmate telephones and related services. A power source shall be made available by the State for the Inmate telephones and related services.
- (12) The Contractor shall ensure that installation of all cabling and related equipment is accomplished during normal business hours at the Institutions or as otherwise specified by the State.
- (13) The Contractor shall clean-up and remove all trash and packaging materials resulting from work performed. Unless otherwise specified by the State, no equipment, inventory or spare parts shall be stored by Contractor at the Institutions.
- (14) All Contractor-provided equipment, installation, maintenance, repair costs, and all costs or losses due to vandalism shall be the responsibility of the Contractor.
- (15) The Contractor shall correct any damage to the State's property caused by maintenance or installation associated with the Inmate Communication and Related Services including repairs to floors, walls, ceilings.
- (16) The Contractor shall provide written documentation indicating that all Inmate communication equipment and related services, cables and Networks have been tested and are mapped after the completion of each installation. The Contractor shall ensure that written documentation includes confirmation of completed test calls, Video Visitation Sessions, money transfer transactions, Kiosk transactions, and tablet connectivity, and in a format mutually agreed upon by both parties.
- (17) The Contractor shall install the Inmate communication equipment and related services equipment and software in accordance with the manufacturer's specifications.
- (18) The Contractor shall install, repair and maintain all Contractor provided equipment and lines, including but not limited to, any Wiring or cable work required from the demarcation throughout the Institutions. All Contractor provided equipment, installation, maintenance, repair costs and all costs or losses due to vandalism shall be the total responsibility of Contractor.
- (19) Upon completion of the initial installation and any ongoing installations, the Contractor shall provide the State with a list of inventories, equipment specifications, and locations of each Device/unit.

- (20) Ownership of any Wiring or conduit installed under the Contract by Contractor or the State's subcontractor for Contractor shall become the State's property upon termination and/or expiration of the Contract.

e. Security.

- (1) All Contractor employees shall obtain, at Contractor's cost, the appropriate personnel background security clearance prior to arrival at the Institutions.
- (2) All Contractor employees shall comply with the Tennessee Department of Correction's policies and procedures as referenced in **Appendix B**.
- (3) Contractor entry to the Institutions is subject to the approval of Wardens at the Institutions.

f. Inmate Communication Services Training.

- (1) The Contractor shall provide onsite training to the State's staff. The Contractor shall provide additional training (onsite or via webinar shall be provided to new staff at no cost to the State. At the State's request, the Contractor shall provide a downloadable version of all user manuals and training materials.
- (2) The Contractor shall provide training manuals to the State's staff at all training meetings and shall become the property of the State.
- (3) When requested by the State, the Contractor shall provide informational pamphlets to Inmates and shall describe the applicable features and functionalities of the ITS.
- (4) The Contractor shall also provide full documentation for all of the ITS features.

g. Upgrades and Performance Process.

- (1) The Contractor shall provide the State with written notice, including detailed information, of any new equipment and related services software upgrades or additional features to be added to the ITS, VVS, Kiosk Services, Electronic Trust Account Deposits or Tablet Services, within thirty (30) calendar days of the introduction of the new equipment, software or features into the industry.
- (2) The Contractor shall provide the State with Inmate telephone and related services software upgrades as they become available. All upgrades must be within one (1) release of the newest Operating System and provided to the State at no additional cost.
- (3) The Contractor shall adhere to the following performance process when upgrading the ITS, VVS, Kiosk Services, Electronic Trust Account Deposits and Tablet Services software, equipment, or performing any changes to any of the services for the Institutions.
- (4) The Contractor shall perform extensive testing on all system changes or upgrades prior to introducing them to the State. At a minimum, the Contractor shall include the following system changes or upgrades:
 - (a) Circuit/Network testing;
 - (b) Configuration/setting preservation testing;
 - (c) ITS: call processing, debit/pre-paid availability, international calling;
 - (d) VVS: Video Visitation Session quality and scheduling Application;
 - (e) Kiosk Services: media purchasing, Inmate calling list entry, trust account lookup;

- (f) Electronic Trust Account Deposits: payment acceptance, receipt processing, ACH process;
 - (g) Tablet Services: access to all transactions, Applications and applicable purchase processes; and
 - (h) Access to all Inmate Communication and Related Services user Applications.
- (5) The Contractor shall receive written permission from the State, before scheduling or proceeding with any functionality changes to the related services specified in this Contract, to avoid an interruption in service.
 - (6) The Contractor shall provide the State with written details regarding any change to voice prompts or dialing procedures or processes impacting Inmates and end-users.
 - (7) The State, at its option, shall have a minimum of two (2) weeks to notify Inmates at the Institutions of any ITS changes that affect the Inmates.
 - (8) The Contractor shall work with the Institutions to schedule changes and/or upgrades during a time when the equipment and services are not being used regularly by the Inmates. The Contractor shall coordinate a convenient time and day with the State to implement the changes or upgrades to avoid an interruption in service.
 - (9) At the request of the State, the Contractor shall coordinate the presence of a technician at the Institutions on the day of implementation to conduct testing to ensure all services are functioning properly.
 - (10) All upgrades and changes to the ITS, VVS, Kiosk Services, Electronic Trust Account Deposits or Tablet Services shall be made by the Contractor at no cost to the State.

A.10. ITS Requirements.

ab). ITS Specific Installation Requirements. The Contractor shall ensure that:

- (1) All telephone equipment provided is fully operational at the time of the initial installation.
- (2) The Inmate telephone and visitation sets are suitable for a correctional environment, stainless steel, sturdy, non-coin, vandal and tamper resistant; the cord length for the Inmate telephones is specified in **RFP Exhibit A - Institution Specifications**.
- (3) Install all new Inmate telephone equipment.
- (4) All telephone equipment is powered by the telephone line, not require an additional power source.
- (5) The telephones do not contain any exterior removable parts.
- (6) All telephone sets include volume control.
- (7) Place placards containing dialing instructions in English and Spanish on each telephone. Placards shall be replaced each time an Inmate telephone set is replaced.
- (8) Post Calling Rates near each Inmate telephone or group of Inmate telephones. Calling Rate flyers and/or additional Inmate telephone related information shall be provided by Contractor upon the State's request and at no cost.
- (9) ITS is fully installed and configured over fiber connectivity and does not require the use of copper. **The statement "fully installed and configured over fiber connectivity" refers to the path between the building housing the DEMARC and every other building to which the ITS is extended. A copper twisted pair between the ITS**

equipment within a given building and the Inmate telephones within that same building is allowed.

- (10) At no cost to the State, the Contractor shall install additional telephones and monitoring and recording equipment within thirty (30) calendar days upon request from the State. This includes newly constructed or expanded Institutions.
- b) ITS and User Application Specifications. The Contractor shall ensure that the ITS and User Application Specifications provides the following:
- (1) The ITS shall be capable of providing all operational features and system requirements applicable to all calls placed through the system, including local, long distance, and international calling.
 - (2) The ITS shall be configured to process all or any combination of the following bill types, without limitation; collect (if applicable), free, pre-paid collect, pre-paid card, debit and/or speed dial.
 - (3) Contractor agrees to install the quantity of telephones required by the State as outlined in **RFP Exhibit A - Institution Specifications**.
 - (4) Contractor shall provide sufficient Bandwidth to ensure Inmates are able to place calls ninety-nine-point nine percent (99.9%) of the time. The State reserves the right to require Contractor to revise its Configuration to the State's reasonable satisfaction to resolve any Inmate complaints of reception degradation or unavailable service which arise as a result of Contractor's ITS Configuration. Such changes shall be completed by the Contractor at no cost to the State.
 - (5) At the State's request, the Contractor shall develop a report, mutually agreed upon by both parties, which documents the completion ratio on a monthly basis or other frequency designated by the State.
 - (6) The reception quality shall meet telecommunication industry standards and shall be at least equal to the quality available to the general public. Contractor shall accept the State's decision regarding whether the reception quality is acceptable.
 - (7) Call acceptance by the called party shall be accomplished for all calls through DTMF confirmation ("Positive Acceptance"). Voice recognition is not an acceptable method for Positive Acceptance.
 - (8) The ITS shall be capable of recognizing and distinguishing standard or irregular busy signals, standard or irregular ringing signals, answering machines, Voicemail, cellular telephones, ring-back tones, chain dialing.
 - (9) The ITS shall be configured to monitor the switch hook on the telephone sets. If the switch hook is pushed down or moved from its idle position, the call must be disconnected immediately, and the call prompts must come on to prevent fraud or unauthorized dialing. Contractor must assume all responsibility for fraud or unauthorized dialing occurring as a result of the ITS failing to meet this requirement.
 - (10) With each call, the ITS must provide an automated message to advise the called party that:
 - (a) That the call is coming from a correctional Institution;
 - (b) The call is coming from a specific Inmate; and
 - (c) The call may be monitored and recorded.

- (11) With each call, the ITS shall clearly identify the type of call being placed to the called party: collect (if applicable), pre-paid, free. This recording must be free of any charges.
- (12) The ITS shall be able to record and playback an Inmate's name to the called party. The Inmate may record a name only once (with the first call attempted); the recorded name shall be stored in the ITS and shall be played back with all subsequent call attempts. The State requires no more than two (2) seconds be allowed for the Inmate to record a name; this setting shall be configurable by the Contractor in the ITS at the State's request.
- (13) For calls that are not completed, the ITS shall play a recorded message to the Inmate detailing why the call was not completed. The State reserves the right to request Contractor to modify/revise the recordings at any time during the Contract at no cost to the State and within thirty (30) calendar days of the request.
- (14) Upon the request of the State, the ITS shall allow free local or long-distance telephone calls per Inmate PIN from the intake/booking Inmate telephones at each Institution at the initial time of booking only.
- (15) Following the dialing sequence, Contractor's ITS shall be configurable to either:
 - (a) Allow Inmates to remain muted while still being able to hear the call progress (ex: ringing on the line, Voicemail pick-up); or
 - (b) Place the Inmate on-hold and not permit the Inmate to hear the call progress.
- (16) In no event shall the Inmate be allowed to communicate with the called party until the call is positively accepted.
- (17) The ITS user Application shall allow the following search criteria and filters (without limitation) to be applied to the CDR queries:
 - (a) Inmate Name (First, Last);
 - (b) Inmate PIN;
 - (c) Record Identifier;
 - (d) Date Range (Start Date/Time and End Date/Time);
 - (e) Institution;
 - (f) Called Number;
 - (g) Originating Number;
 - (h) Station Name;
 - (i) Call Type;
 - (j) Bill Type;
 - (k) Duration;
 - (l) Call Amount;
 - (m) Flagged Calls;
 - (n) Monitored Calls;
 - (o) Recording Type;
 - (p) Completion Type;
 - (q) Termination Type;
 - (r) Validation Result;
 - (s) Pre-Paid Card Number;
 - (t) Phone Group(s); and
 - (u) Custom Search.
- (18) The ITS user Application shall allow CDR query results to be exported in a format selected by the State (.csv, PDF, Microsoft Excel 2016 or greater, etc.).

- (19) At a minimum, the ITS user Application shall be equipped to generate the following standard reports in addition to the CDRs:
- (a) Call Statistics by Date Range;
 - (b) Frequently Called Numbers;
 - (c) Frequently Used Personal Identification Numbers;
 - (d) Commonly Called Number;
 - (e) Call Detail Report;
 - (f) Gross Revenue Report by Date Range;
 - (g) Institution Totals and Statistics;
 - (h) Called Party/Number Accepting Report;
 - (i) Fraud/Velocity Report;
 - (j) Total Calls;
 - (k) Calling List (PAN) Report;
 - (l) Pre-Paid Card Report;
 - (m) Debit Usage Report;
 - (n) Debit Balance and Funding Report;
 - (o) Pre-Paid Card Balance Report;
 - (p) Bill and Call Type Distribution;
 - (q) Phone Usage;
 - (r) Reverse Look-Up;
 - (s) User Audit Trail; and
 - (t) Voice Verification (if applicable).
- (20) The Contractor shall provide the State with the capability to search, query and export end-user pre-paid account information for investigative purposes. The Contractor shall ensure that the State is capable of validating account holder status, number of pre-paid deposits and associated amounts, generating reports identifying, at a minimum, associated telephone numbers, method of payment, Inmates from which calls are accepted, the number of completed calls with an associated date and time, any Pre-Paid Funding Fees and other applied charges and taxes.
- (21) The Contractor shall ensure that the ITS user Application shall allow the State to generate and export the reports in a format selected by the State (.csv, PDF, Microsoft Excel 2016 or greater, etc.).
- (22) The Contractor's ITS user Application shall at a minimum allow:
- (a) Report generation to include the reports listed above;
 - (b) The creation, modification and deactivation of user accounts;
 - (c) The creation, modification and deactivation of Inmate accounts;
 - (d) The creation and modification of telephone numbers in the ITS including entry of free and privileged telephone numbers (without the assistance of Contractor);
 - (e) Locating and accessing a specific recording by utilizing a unique recording/call identifier;
 - (f) Block/unblock telephone numbers without the assistance of Contractor;
 - (g) The ability for the State to configure an alert that shall detect and prohibit a call made to a restricted number, a call using a restricted Personal Identification Number, or a call made from a restricted telephone;
 - (h) The ability for the State to Program a specific speed dial code to selected telephone numbers as determined by the State and at no cost to the State and without the assistance of Contractor; and
 - (i) The ability for the State to query the CDRs for Inmate activities and calling patterns, including the provision of reverse look-up at no cost to the State. The reverse look-up feature shall include, at a minimum, the end-user's name and billing address for all collect (if applicable) and pre-paid calls.

- (23) The ITS shall have the capability to allow the State to create, view and track service tickets associated with the ITS or Institutions.
- (24) The Contractor shall ensure continuous diagnostics and supervision for call processing and call recording. Contractor shall be capable of performing remote diagnostics to the ITS to determine if a problem exists with the telephone, station port, channel, line, etc.
- (25) Goods and services furnished by Contractor must be in compliance with the accessibility standards set forth in 28 CFR § 35.160 as to persons with disabilities and their accommodation needs with respect to being able to communicate effectively with others.
- (26) The Contractor shall ensure that the ITS complies with the ADA and the FCC requirements including, but not limited to, providing telephones, which are accessible to persons in wheelchairs, and providing Devices that are compatible with TDD and video communication stations for VRS.
- (27) The Contractor shall provide the number of TDD telephones and ports specified in **RFP Exhibit A - Institution Specifications** at no cost to the State.
- (28) TDD units shall be able to work on the Inmate telephone at the Institutions.
- (29) The Contractor shall provide VRS for the hearing impaired at each Institution specified in **RFP Exhibit A - Institution Specifications** at no cost to the State.
- (30) The Contractor shall ensure that the ITS offers the called party an option to receive a rate quote during the call acceptance process.
- (31) The Contractor shall establish an informant line at no cost to the State. Calls to the informant line shall be free and shall be routed via the ITS to a destination designated by the State. Contractor shall accept the State's direction for how the informant line is configured through the ITS.
- (32) The Contractor shall work with the State to implement a reporting line which complies with the Prison Rape Elimination Act (PREA) of 2003. At a minimum, Contractor shall:
 - (33) Route Free Calls via the ITS to a destination provided and designated by the State which may be the same as that used for the State informant line; and
 - (34) At no cost to the State, provide a telephone line to the State dedicated for PREA calls to which the calls shall be routed as free.
 - (35) The Contractor shall follow the State's instructions how the PREA line is to be configured through the ITS.
 - (36) The Contractor shall allow the State to maintain the same telephone number currently in place at all Institutions and/or utilize any telephone number specified by the State.

c) ITS Security Features.

- (1) The Contractor shall ensure that:
 - (a) The ITS prohibits Direct-dialed calls of any type;
 - (b) Access to a live operator for any type of calls;
 - (c) Access to "411" information services;

- (d) Access to 800, 866, 888, 877, 900, 911, and any other 800 or 900 type services; and
 - (e) Access to multiple long-distance carriers via 950, 800 and 10 10-XXX numbers.
- (2) The ITS prevents call collision or conference calling among telephone stations.
 - (3) The ITS is able to shut down and/or disable an individual telephone or telephone group(s) immediately and selectively without affecting other telephones or telephone group(s). The State must be able to shut down the ITS via a workstation, the ITS user Application and/or by cut-off switches at several locations including, but not limited to:
 - (a) At demarcation location;
 - (b) Central control; and
 - (c) by select housing units.
 - (4) The ITS shall not accept any incoming calls. Contractor shall work with the LEC to ensure such control.
 - (5) The ITS, upon detection of a three-way call, forwarded call, conference call shall be able to flag and/or terminate the call immediately. These calls shall be flagged in the CDRs as such.
 - (6) The ITS shall allow the called party to block their telephone number during the call acceptance process.
 - (7) As specified by the State, the ITS shall have the capability to allow calls to specific numbers at specified times during the day.
 - (8) The ITS is capable of limiting the length of a call, providing service at specified times of the day and allowing a maximum number of minutes or seconds per Inmate, per month. The current call time limit for the Institutions is specified in **RFP Exhibit A - Institution Specifications**.
- d) Personal Identification Number Application. The Contractor shall ensure that the PIN Application provides the following:
- (1) The PIN Application shall work with the ITS allowing Inmates to use PINs to complete calls via the ITS and include all the capability to provide collect (if applicable), pre-paid and debit, free and speed dial calling utilizing a PIN.
 - (2) The capability to receive, accept and apply alphanumeric characters in an Inmate's ID.
 - (3) The ITS shall be capable of accepting a manually entered PIN.
 - (4) PINs shall be required for booking/intake phone(s).
 - (5) Once a PIN has been activated in the ITS, the Inmate shall only be allowed to place calls from a designated Institution or group of Inmate telephones located at the Institution.
 - (6) When an individual PIN is added or modified in the system, the ITS shall document the date/time and the user making the change.
- e) Personal Allowable Number Lists. The Contractor shall ensure that:
- (1) The ITS shall have the capability to store a list of PAN associated with each PIN.

- (2) The PAN Application shall allow authorized users to establish the quantity of approved telephone numbers for a specific Inmate and PIN.
 - (3) The quantity of approved telephone numbers within a PAN shall be configurable.
 - (4) The ITS shall allow authorized users to set a universal quantity of PANs at the Inmate level or override the default quantity of PANs for an Inmate.
 - (5) The ITS shall have the capability to track PAN changes based on a frequency required by the State. The ITS shall have the capability to notify the user if a PAN change is requested to be made outside of the allowed ninety (90) calendar day timeframe.
 - (6) The ITS shall document all updates, modifications and/or details for a PAN including, but not limited to, username, address, modification made, relationship, recorded, time/date stamp).
 - (7) ITS shall be capable of storing the following information (at a minimum) for each telephone number on the PAN; telephone number, called party name, address and relationship to Inmate.
 - (8) The ITS shall work with the Kiosk Services and/or the Tablet Services to provide Inmates the capability of an Electronic Calling List submission.
 - (9) The PAN Application shall include the capability of an auto-enroll feature to avoid manual entry of PANs.
- f) Monitoring and Recording Requirements. The Contractor shall ensure that:
- (1) The ITS is capable of monitoring and recording all Inmate and visitation calls ("call or calls") from any telephone within the Institutions unless there are restrictions that prohibit the recording and monitoring of certain calls such as attorney-client privilege.
 - (2) The ITS is able to exclude all restricted or privileged calls and clearly designate non-recorded calls within the ITS user Application.
 - (3) The ITS has the capability of permitting designated users at the Institutions to play back a recorded call or a call in progress (e.g. live monitoring) via the ITS user Application.
 - (4) The ITS is capable of recording **all Inmate** calls ~~or~~ **and** Video Visitation Sessions in a manner that allows designated users to isolate the Inmate or the end-user **side** of the recording for playback.
 - (5) The ITS provides simultaneous playback and continuous recording of calls.
 - (6) The live monitoring feature displays a list of calls in progress to allow the State to scan through all calls in progress or to listen to a specific call. At a minimum, the Contractor shall ensure that the default view shall sort calls in chronological order. Private calls, such as attorney calls, shall be indicated as such in the display window.
 - (7) For the purpose of call monitoring, the Contractor shall ensure that the ITS displays the following fields:
 - (a) Call Start Time;
 - (b) Institution;

- (c) Phone Location Name;
 - (d) Inmate Name;
 - (e) Inmate PIN;
 - (f) Called Number;
 - (g) Private/Attorney Call;
 - (h) Called City and State;
 - (i) Call Type;
 - (j) Bill Type;
 - (k) Cost;
 - (l) Call Status;
 - (m) Alert; and
 - (n) Duration.
- (8) All CDRs, including all attempted and completed calls, shall be stored online for the life of the Contract. A copy of all CDRs shall be stored offline by the Contractor for a minimum period of five (5) years following the receipt of the final payment after the expiration of the Contract.
- (9) All call recordings shall be stored online for the life of the Contract. A copy of all recordings shall be stored offline by the Contractor for a period of five (5) years following the receipt of the final payment after the expiration or termination of the Contract and any Addenda and/or Amendments.
- (10) The Contractor shall be responsible for supplying all storage media (CDs/DVDs, flash drives, etc.) at no cost to the State throughout the life of the Contract and any renewal terms.
- (11) The Contractor shall provide the State with the number of workstations indicated in **RFP Exhibit A - Institution Specifications**. The Contractor shall ensure that the workstations shall work in real-time with the ITS, for such monitoring, recording and reporting. The workstations shall each include 8GB Ram, CD/DVD burner, flat screen monitor, speakers (built in or external), mouse, keyboard, Data/audio burning software, laser printer and a licensed copy of Microsoft Office.
- (12) The Contractor shall provide remote access to the ITS at no cost to the State.
- (13) The provision of remote access shall allow the State the same features and functionalities, permitted by the user's level of access, available on a Contractor-provided workstation.
- (14) For the term of the Contract, the State shall have access to all CDRs from all workstations and remote access computers, based on the user's access level.
- (15) The ITS shall be capable of providing alerts for certain calling events and, at a minimum, allow designated users to receive or be forwarded a live call to a specified destination.
- (16) The ITS user Application shall copy/export recordings with no loss in quality and shall be capable of placing an audio and visual date/time stamp with the recording.
- (17) The ITS shall be capable of emailing and copying recorded calls sessions onto a CD/DVD or other storage medium in audio or MP3/Data format with tamper-free capabilities.
- (18) The copying/burning Application shall be internal to the ITS.

A.11. VVS Requirements. The Contractor shall ensure that the VVS provides the following:

a). Video Visitation Service.

- (1) The VVS shall consist of hardware, firmware and software designed to enable the State to initiate, monitor, record, and retrieve Video Visitation Sessions. The VVS can be provided on a video visitation station which can be a Kiosk or tablet
- (2) The proposed VVS shall provide all operational features and system requirements applicable to all Video Visitation Sessions placed through the VVS including Inmate to general public, Inmate to court, and Inmate to attorney Video Visitation Sessions.
- (3) The VVS shall interface with the ITS to allow for Inmate and visitor information to be automatically transferred between the ITS and VVS. The State shall not be responsible for paying any amount(s) associated with the required interface(s). The State prefers the Inmate identifier utilized for the ITS is the same Inmate identifier for the VVS.
- (4) The State requires the VVS to complete Remote Video Visitation Sessions only.
- (5) Contractor shall provide internet test capability to remote video visitors.
- (6) The VVS must be able to shut down and/or disable an individual video visitation station or group of video visitation stations quickly and selectively without affecting other video visitation stations.
- (7) The VVS shall be capable of limiting the length of a Video Visitation Session providing service at certain times of the day/week/month and allowing a maximum number of Video Visitation Sessions per Inmate per week or month.
- (8) Contractor must have the capability to provide remote access to the VVS at no additional cost. The provision of remote access shall allow the State the same features and functionalities, permitted by the user's level of access, available on a control workstation.

b). VVS Specific Installation Requirements. The Contractor shall ensure that:

- (1) The Contractor shall provide the State the number of VVS control workstation(s) specified in **RFP Exhibit A - Institution Specifications**. The workstations shall work in real-time with the VVS, for monitoring, recording and reporting. The workstation shall each include a CD/DVD burner, two (2) flat screen monitors, built in speakers, mouse, keyboard, Data/audio burning software, laser printer and a licensed copy of Microsoft Office. Contractor shall also provide the State the number of monitoring TVs (46" or greater) specified in **RFP Exhibit A - Institution Specifications**.
- (2) VVS stations shall be made to withstand, a correctional environment, stainless steel, durable, vandal and tamper resistant with a shatter proof screen. VVS stations shall include the cord length requirements as those for telephone sets as described in **RFP Exhibit A - Institution Specifications**.
- (3) The VVS stations shall not include any removable parts.
- (4) The VVS stations shall include volume control.
- (5) Contractor is required to install all new VVS equipment even if the selected Contractor is the incumbent Contractor.

- (6) VVS stations shall include picture-in-picture viewing.
- (7) Upon installation of the VVS, Contractor shall be responsible for providing all labor, equipment, supplies, materials, software, Configuration (hardware, software, Networking and Bandwidth), documentation, testing and training necessary for the completion of the installation.
- (8) The VVS must provide high-quality, stereo audio and broadcast-quality video.
- (9) Upon completion of the initial installation and any ongoing installations, Contractor shall provide the State with a list of Inmate and VVS stations, specifications, and location of each unit.
- (10) Contractor shall place placards containing video visitation use instructions in English and Spanish on or near each station. Placards shall be replaced each time a VVS station is replaced.
- (11) Video visitation rate flyers and/or additional video visitation related information shall be provided by Contractor upon the State's request and at no cost.
- (12) At no cost to the State, Contractor shall install additional VVS stations including monitoring and recording equipment as needed, within thirty (30) calendar days of request. This includes newly constructed or expanded Institutions.

c). VVS Registration and Scheduling. The Contractor shall ensure that:

- (1) The VVS includes a web-based scheduling Application allowing visitors (public and professional) to register, schedule, fund and/or cancel Video Visitation Sessions using an internet browser and internet connection.
- (2) The VVS shall have the capability to allow smart phone scheduling.
- (3) The VVS shall allow visitors to login using a unique visitor ID or an email address and password.
- (4) The VVS shall be capable of requiring the general public to acknowledge and agree to the terms and conditions associated with the State's visitation policies as part of the registration process and with and each scheduled visitation session.
- (5) At a minimum, the VVS shall obtain and store the following information for the visitor as part of the registration process:
 - (a) First Name;
 - (b) Last Name;
 - (c) Email;
 - (d) Telephone Number / Cell Phone;
 - (e) Physical Address (Street Address, City, State, Zip);
 - (f) Username; and
 - (g) Password.
- (6) At a minimum, the VVS shall obtain and store the following information for the visitor as part of the scheduling process:
 - (a) First Name;
 - (b) Middle Name;
 - (c) Last Name;
 - (d) Credit Card;
 - (e) Email;
 - (f) Physical Address (Street Address, City, State, Zip);

- (g) Telephone Number; Identification Type;
 - (h) ID Number;
 - (i) Username; and
 - (j) Password.
- (7) The VVS shall have the capability to track all Inmate housing unit assignments, movements, and releases. The VVS shall automatically cancel all sessions associated with an Inmate if the Inmate gets released.
 - (8) The VVS shall be capable of sending the general public an email or text notification confirming the scheduled or canceled visit.
 - (9) The VVS shall have the capability to display upcoming daily Video Visitation Session information on one or multiple Inmate station screens (i.e. Inmate name, time of visit).
 - (10) The VVS shall be capable of accommodating different sets of rules for onsite standard visitation and Remote Video Visitation Sessions.

d). VVS User Application. The Contractor shall ensure that:

- (1) The VVS must provide specific information for tracking Inmate and visitor activities and patterns by, at a minimum, the following criteria:
 - (a) Inmate ID number;
 - (b) Inmate name;
 - (c) Visitor name;
 - (d) Date and time of visit;
 - (e) Inmate video visitation station; and
 - (f) Daily, weekly and monthly visit statistics.
- (2) The VVS shall have the capability to allow authorized the State staff to create the following restrictions with customizable durations:
 - (a) Restrict a visitor from visiting certain Inmate(s);
 - (b) Restrict an Inmate from visiting ALL visitors;
 - (c) Restrict a visitor from visiting ALL Inmates; and
 - (d) Restrict an Inmate from having remote video visits (onsite video visits only).
- (3) The VVS user Application shall have the capability to support the following functions:
 - (a) Set user ID;
 - (b) Set/reset password;
 - (c) Capture the user's first,
 - (d) middle and last name;
 - (e) Manually terminate standard or Video Visitation Sessions;
 - (f) Report status of all standard and Video Visitation Sessions (online or idle);
 - (g) Stop, pause and restart any running visit;
 - (h) Allow the State to enter comments or add notes to a visit;
 - (i) Allow for station reassignment during any running visit;
 - (j) Allow for visitation time extension during any running visit;
 - (k) Customize the number of visits per the monitoring screen and the page rotation duration;
 - (l) Designate a visitor as being an attorney (or other professional) type of visitor;

- (m) Manually schedule Video Visitation Sessions for a particular Inmate, station, and date and time, on behalf of visitor(s);
- (n) Allow authorized users the ability to mandate specific visits, visitors and/or Inmates to be recorded;
- (o) Allow authorized users to download, share and/or view recordings; and
- (p) Include an audit trail function and the capability to track users who have viewed and/or downloaded the recording files(s).

e). VVS Monitoring and Recording Requirements. The Contractor shall ensure that:

- (1) The VVS permits the State to fully record and monitor all standard and Video Visitation Sessions from any standard or video visitation station within the Institutions unless there are restrictions that prohibit the recording and monitoring of certain sessions such as attorney-client restrictions.
- (2) The VVS shall automatically start each Video Visitation Session at the designated start time.
- (3) The VVS shall allow the State to determine if a visit is to be cancelled if the visitor does not check-in on time or after a set amount of time, and if the visitation session shall count against the Inmate's visitation quota.
- (4) The VVS shall automatically attempt to reconnect a Video Visitation Session if connectivity is lost.
- (5) The VVS shall include an alert system that shall detect visitation sessions made by a particular Inmate or visitor.
- (6) The VVS shall display an onscreen Countdown Clock Timer on the Inmate and the visitor stations.
- (7) The State requires the retention of Video Visitation Sessions online for a minimum of ninety (90) calendar days. After ninety (90) days, the sessions shall be archived by the Contractor on a CD or DVD and retained by the Contractor and made available to the State upon request in accordance with **RFP Attachment 6.6., Section D.11.**
- (8) The VVS shall store the last ninety (90) calendar days of Video Visitation Sessions offline for a minimum of ninety (90) calendar days after the termination of the contract. After 90 days, the sessions shall be archived by the Contractor on CD or DVD and retained by the Contractor and made available to the State upon request in accordance with **RFP Attachment 6.6., Section D.11.**

A.12. Kiosk Requirements. The Contractor shall ensure that:

a) Kiosk Specific Installation Requirements. The Contractor shall ensure that:

- (1) The Contractor completes the initial installations within one hundred twenty (120) calendar days of the effective date of the Contract and as detailed in the Implementation Plan. The Kiosk Services shall include but are not limited to the following:
 - (a) Trust Account Look-Up;
 - (b) Inbound Electronic Messaging with Attachments;
 - (c) Outbound Electronic Messaging with Attachments;
 - (d) Video messages;
 - (e) ITS Debit Account Purchases and account balance;
 - (f) Vendor Forms including Inmate Grievance Requests;

- (g) Electronic Calling List Submissions; and
- (h) Electronic Media Account Purchases.

- (2) The Contractor shall be responsible for providing and installing tamper-resistant and hard- shelled durable Kiosks suitable for a correctional environment. Each Kiosk, at a minimum, shall be equipped with a monitor with tempered glass and a built-in keyboard and mouse or touch screen, at no cost to the State.
- (3) The Contractor shall install the quantity of Kiosks specified in **RFP Exhibit A - Institution Specifications**.
- (4) The Contractor shall install, repair and maintain all Contractor-provided equipment at no cost to the State. All Contractor provided equipment, installation, maintenance, and repair costs as well as costs or losses due to normal wear and tear and/or vandalism shall be the total responsibility of the Contractor.
- (5) The Contractor shall install Kiosks within each Institution and ensure that the average Inmate to Kiosk ratio of forty-five (45) to fifty (50) Inmates to one (1) Kiosk is continuously maintained throughout the life of the Contract.
- (6) The Contractor agrees to obtain the State's written permission before proceeding with any work that requires cutting into or through beams, concrete or tile floors, partitions or ceilings, or any work that may impair fireproofing or moisture proofing, or potentially cause any structural damage.
- (7) Ownership of any Wiring or conduit placed at the Institutions by Contractor shall become the State's property upon the termination and/or expiration of the Contract. Contractor agrees that if any cabling work is required, all new cables shall be used and marked clearly and legibly at both ends and must meet all applicable EIA/TIA Wiring standards for commercial buildings.
- (8) Installation of all equipment shall be accomplished during normal business hours at each Institution or as directed by the individual Institution's Warden.
- (9) The Contractor shall clean and remove all debris and packaging material resulting from work performed.
- (10) Contractor shall restore to original condition any damage to the State's property caused by maintenance or installation by personnel associated with the Contractor, including repairs to walls, floors, ceilings, etc., reasonable wear and tear excepted.
- (11) Upon the completion of the initial installation and ongoing installations, the Contractor must provide the State with a list of all serial numbers, locations and identifiers for each installed Kiosk.

b) Kiosk Services and User Application Specifications. The Contractor shall ensure that:

- (1) Kiosk Services are configured to only allow Inmates access to the Applications approved by the State. Additional Applications shall be decided upon at the sole discretion of the State. Inmates shall be prohibited from having any access to the internet or any external Applications. Kiosk Services shall communicate with pre-approved Applications and servers only.
- (2) Kiosk Services shall not compromise the State's local area Network or security. Kiosk Services are to be placed on a separate Network with port locks and firewall rules in place.

- (3) The Kiosks shall be configurable relative to the number of login sessions per Inmate, per Kiosk or group of Kiosks. The duration for each session shall be configurable and shall be designated by the State.
- (4) The Kiosks shall be configurable relative to the number of login sessions per day, week, month or year.
- (5) The Kiosks shall be configurable relative to discontinuing an Inmate's session due to inactivity during and after login while utilizing the Application. The inactivity length shall be determined by the State.
- (6) The Kiosks shall be configured with an automatic schedule dictating the time of day the Kiosks are available for use. The schedule shall be configurable per Kiosk or group of Kiosks.
- (7) The Kiosks shall have the capability to allow inbound and outbound Electronic Messaging.
- (8) Electronic messages shall be configurable to limit the number of allowed characters.
- (9) Inbound electronic messages from the general public (party) may include photos or videos. Each electronic message shall be limited to a maximum of five (5) photos or videos. The duration of the video message shall be configurable.
- (10) The party sending an Inmate an electronic message may be provided the opportunity to pre-pay for the Inmate's response to the electronic message being sent.
- (11) Inmates shall be allowed to send an electronic invitation to a party from the Kiosks requesting electronic communication with the party. To submit the invitation, the Inmate must be required to include the full email address of the party.
- (12) Invitations shall not contain any personal messages and shall be in a generic format from the named Inmate.
- (13) The invitation shall clearly state that it is from a correctional facility and provide instructions on how the recipient may refuse the invitation and how to notify the State if they do not wish to receive invitations from Inmates in the State Institutions.
- (14) Invitations shall not be sent to any given email address more than twice.
- (15) Contractor's system shall have the capability to globally block invitations by domain.
- (16) Contractor's system shall have the capability to block specific email addresses from receiving an invitation from all the State Inmates.
- (17) Inmates shall be limited to responding to received electronic messages and writing new electronic messages only to a party from which an Inmate has previously received an electronic message or from a party which accepted an invitation from an Inmate.
- (18) Inmates shall be prohibited from initiating an electronic message to a party from which the Inmate has never received an electronic message.
- (19) Kiosk Services shall allow for electronic messages to be sent from the State staff to the Inmates or a group of Inmates as designated by the State. Groups shall be configurable ranging from Inmates in a particular cell house or living unit, a specific

security perimeter of a facility, an individual facility or selection of Institutions, or all Inmates within the State Institutions.

- (20) The kiosks shall be capable of allowing Inmates to initiate an electronic message or reply/respond to the State staff electronic messages via the kiosks.
- (21) The kiosks shall allow the Inmate to staff messaging capability to be disabled by the State approved users on an individual basis without impacting an Inmate's ability to correspond with family/friends.
- (22) The kiosks shall allow Inmates at the Institutions to retain an inbox of received electronic messages.
- (23) The inbox limit for read and unread electronic messages shall be configurable and designated by the State.
- (24) Upon an Inmate's release or transfer out of the State custody, the Inmate's account must be deactivated. However, the Inmate's activity and data shall be stored online for the term of the Contract after deactivation to allow for monitoring and administration by the State.
- (25) The kiosks shall allow Inmates at the Institutions to retain a draft folder of electronic messages. The State shall have access to view an Inmate's draft folder.
- (26) The Contractor shall provide a chart of all transaction fees and post by each kiosk or group of kiosks.
- (27)** The State shall supply Contractor a daily file four (4) times a day and identify the Inmate housing locations as one of the data fields included in the file. The purpose of which is to provide up to date housing information for all inmates at each institution. **Inmates that are in segregation for disciplinary infractions would have limited/restricted access to Kiosk Services per department policy.**
- (28) Kiosks shall be capable of restricting access to Inmates based on housing location as identified in the daily file.
- (29) Kiosks shall be capable of restricting/suspending an Inmate's access for a period of time as designated by the State.
- (30) The Contractor's kiosk Application shall be capable of allowing Inmates to purchase, at a minimum, electronic messages, photos, video messages, games, movies, music/songs, E-Books, Tablets, etc. The cost of each item is specified in **RFP Attachment 6.3. Revenue Proposal and Scoring Guide.**
- (31) The Contractor shall work with the contracted Inmate telephone provider to allow Inmates to purchase debit telephone purchases using Contractor's Kiosk Services at no cost to the Inmate or the State.
- (32) The Contractor shall send a file each business day to the State to validate funds in the Inmate Trust Fund Accounts. The State shall validate the purchases and send a return file to Contractor containing validated purchases. The Contractor shall send the Inmate notification if the purchase was not validated. The Contractor shall then ensure the file is uploaded each business day to the ITS with the Inmate debit purchases.
- (33) The Contractor shall provide a method for Inmates to submit a telephone calling list through the Contractor's kiosk Application at no cost to the State and as directed by the State.

- (34) The Contractor's kiosk Application shall allow an Inmate to view their current calling list via the Kiosk Services.
- (35) The Contractor's Application shall allow an Inmate to submit an initial calling list as well as make changes to an existing calling list.
- (36) The Contractor's Application shall have the capability to allow designated users to approve the calling lists. Once calling lists are approved, the Contractor shall submit the calling lists to the Inmate telephone provider.
- (37) The Contractor shall interface with the State's banking system for the purpose of validating trust account balances, at no cost to the State.
- (38) The kiosk, upon each login, shall provide the Inmate with an option to obtain his/her trust account balance. The State shall provide the Contractor a direct link to the State banking Application allowing Inmates access to their trust account balance using Contractor's kiosk Application.
- (39) If an Inmate does not have sufficient funds to process a transaction, the kiosk shall provide the Inmate with a decline message stating there are insufficient funds in the account to process a transaction.

c) Kiosk Services User Application. The Contractor shall ensure that:

- (1) The Contractor shall provide the State and its Designated Agents with remote access to its web-based user Application for the purpose of administering, monitoring, overseeing and reviewing transactions associated with the Applications/services provided by the Contractor. Access levels per user shall be configurable at the direction of the State. Remote access shall be provided by Contractor at no cost to the State or its Designated Agents.
- (2) Access to the Contractor's system shall require the use of a username and password. The access levels shall be designated by the State.
- (3) The kiosk shall have the capability to record all activity of the user in an auditable format which may be tracked through the Contractor's system.
- (4) Kiosk shall be capable of taking a photo of the Inmate utilizing the kiosk, minimally at the beginning of the session and preferably at subsequent times throughout the session.
- (5) The Contractor shall store all messages, reports and Data online for the life of the Contract and any extensions. Contractor shall store all messages, reports and Data online for the life of the Agreement and for five (5) years beyond the final payment under the Agreement and any extensions. Archived and/or offline messages, reports and Data shall be retrieved and provided by Contractor to the State within two (2) business days upon receipt of the requested messages, reports and/or Data.
- (6) The Contractor shall ensure that no messages can be viewed by the Inmates prior to approval by the State. Contractor's system shall identify, or group electronic messages based on the status of the messages for staff to easily identify messages that require further attention.
- (7) Should the State reject a message, the Contractor's system shall transmit a notification message to the party initiating the message and to the Inmate in which the electronic message was addressed indicating that the message has not been approved for delivery as well as the reason for which the message was not approved.

- (8) The Contractor's system shall allow users to select the reason for censoring the electronic message using a drop-down box, as specified by the State.
- (9) The Contractor's system shall have the capability for the State to view all stored passwords for Inmate kiosks accounts as well as the capability to reset an individual password.
- (10) The Contractor's system shall have the capability for the State to allow the State to query all messages, attachments and Data stored for the Institutions.
- (11) The Contractor's system shall have the capability to alert the State personnel of specific activity based on pre-set criteria in Contractor's system, through email.
- (12) The Contractor's system shall have the capability to translate messages. The required languages are Spanish and English. The Contractor shall be capable of accommodating the translation of additional languages at no cost to the State.
- (13) The Contractor's system shall have the capability to disable and/or shut off service to a kiosk or group of kiosks based on the user level and password.
- (14) The Contractor's system shall have the capability to track certain activities and patterns. The following reports (at a minimum) shall be made available for monitoring and investigative purposes. New reports, as requested by the State, shall be produced by Contractor at no cost to the State.
 - (a) Messages by Inmates;
 - (b) Messages by sender;
 - (c) Messages by kiosk or group of kiosks;
 - (d) Daily, weekly and monthly statistics;
 - (e) Totals by Inmate; Totals by kiosk;
 - (f) Totals by Institution; and
 - (g) Totals by transaction type.

A.13. Electronic Trust Account Deposits. The Contractor shall ensure that the Electronic Trust Account Deposits meet the following requirements:

a). Electronic Trust Account Deposit Specific Installation Requirements.

- (1) The Contractor agrees to interface with the State's Inmate Offender Management System and central banking system to facilitate and complete Electronic Trust Account Deposits to Inmate Trust Fund Accounts.
- (2) The Contractor agrees to comply with federal law 18 US Code § 1960 and maintain all proper licensing for money transmitter/money transfer services.
- (3) The Contractor shall facilitate money order payments to allow the general public to submit deposits to Inmate accounts at no cost to the general public and at no cost to the State.
- (4) The Contractor shall ensure all funds from Facility visitors or end users through lobby kiosks at the State's Institutions or retail locations electronically deposited into Inmate Trust Fund Accounts during a twenty-four (24) hour period are initiated via ACH to the State's banking Institution within one (1) banking day of Contractor's receipt of said funds and at no cost to the State.
- (5) Contractor shall provide the State with a daily report identifying all funds that were deposited. The name and billing address, including the zip code, of the person making the deposit as well as the name of the Inmate and corresponding state

issued identification number receiving the deposit shall be provided by the Contractor, at a minimum, in the report to the State. Other specific information included in the daily report shall be agreed upon by Contractor and the State.

- (6) The Contractor shall be responsible for all funds deposited by the general public. The State shall not be held responsible for any chargebacks or fraud.
 - (7) The Contractor shall configure its electronic deposit Application in accordance with the State's deposit/banking rules and regulations.
 - (8) At a minimum, the Contractor shall be responsible for obtaining and validating the name and full billing address, including the zip code, of the party depositing the funds as well as the name and the state issued identification number of the Inmate for which the general public is depositing funds.
 - (9) The Electronic Trust Account Deposits shall have the capability to allow smart phone deposits.
 - (10) The transaction fees for the Application, charged to the general public, are outlined in **RFP Attachment 6.3. Revenue Proposal and Scoring Guide**.
 - (11) The Contractor shall provide one lobby kiosk as identified in **RFP Exhibit A - Institution Specifications** which shall allow electronic deposits to trust accounts at any Institution of the State.
 - (12) The Contractor shall to accept deposits from the general public via:
 - (a) Walk-in cash locations available nationally; Telephone (Live Operator); Lobby kiosk; Online; and money orders mailed to a lock box, as designated by the State, to be deposited into the Inmate's trust account.
 - (13) The Contractor shall work with the State to identify and resolve all misidentified and/or misappropriated funds.
- b). Electronic Trust Account Deposit User Application. The Contractor shall ensure that:
- (1) The Contractor shall provide the State with remote access to its web-based user Application for the purpose of administering, monitoring, overseeing and reviewing transactions associated with the Applications/services provided in the Contract. Remote access shall be provided by Contractor at no cost to the State.
 - (2) The Contractor shall provide analytical features for investigative staff across each topic area (searchable to see relationships of all "linked" people making similar transactions) at no cost to the State.
 - (3) Access to the Contractor's system shall require the use of a username and password. The access levels shall be designated by the State.
 - (4) The lobby kiosk shall have the capability to record all activity of the user in an auditable format which may be tracked by the State through the Contractor's system.
 - (5) The Contractor shall store all reports and Data online for the life of the Contract. A copy of all reports and Data shall be stored offline by the Contractor for a minimum period of five (5) years following the expiration of the Contract. Archival and/or offline transactions, reports, and Data shall be retrieved and provided by the Contractor to the State within two (2) business day upon receipt of the requested transactions, reports, and/or Data.

- (6) The Contractor's system shall have capability to allow the State to query all transactions and Data stored.
- (7) The Contractor's system shall have the capability to alert the State staff of specific activity based on pre-set criteria in the Contractor's system via email.
- (8) The Contractor's system shall have the capability to track certain activities and patterns. The following reports (at a minimum) shall be made available as applicable for monitoring and investigative purposes. New reports, as requested by the State, shall be produced by Contractor at no cost to the State.
 - (a) Deposits by Inmate;
 - (b) Deposits by sender;
 - (c) Daily, weekly, and monthly statistics;
 - (d) Totals by Inmate;
 - (e) Totals by kiosk;
 - (f) Totals by Institution; and
 - (g) Totals by transaction type.
- (9) The Contractor's system shall have the ability to capture all activity and tasks performed by each system user.
- (10) The services in **Section A.13.** of this Contract shall be provided to the State at no cost.

A.14. Tablet Services Requirements.

a). Inmate Tablet Service Specifications. The Contractor shall ensure that:

- (1) Tablets interface with the State's ITS, VVS, and any other Application the State requests, at no cost to the State, allowing Inmates to access Tablet Services. The State prefers the same Inmate identifier is used for tablets as the Inmate identifier for ITS, VVS and Kiosk Services. The State shall not be responsible for paying any amount(s) associated with the required interface(s).
- (2) Tablets shall be configured to only allow Inmates access to the services and Applications approved by the State. Additional Applications shall be decided upon at the sole discretion of the State. Inmates shall be prohibited from having any access to any external Applications. Tablets must communicate with pre-approved Applications and servers only.
- (3) Tablets shall be restricted to Contractor wireless access points only and shall be unable to connect to other wireless Network access points.
- (4) Tablets shall have the capability to process Inmate telephone calls through the ITS.
- (5) The Contractor shall provide the State with remote access to Tablet Services at no cost to the State for the purpose of administering, monitoring, overseeing and reviewing transactions and activity associated with the Applications and services offered. The following reports shall be made available for each Institution as applicable for monitoring and investigative purposes. New reports, as requested by the State, shall be developed and provided by Contractor at no cost to the State:
 - (a) Transactions by Inmate;
 - (b) Application usage by Inmate;
 - (c) Totals by Inmate;
 - (d) Totals by tablet; and
 - (e) Daily, weekly and monthly statistics.

- (6) The Contractor's user Application for the Tablet Services shall provide the capability to export the reports in a format dictated by the State.
- (7) The Contractor shall have the capability to disable and/or shut off services to a single tablet or group of tablets based on the user level and password, and not interrupt other tablets.
- (8) Tablets shall be provided to the State pre-loaded with the State approved Applications offering a variety of games, music and entertainment, as well as free Applications / services.
- (9) Tablets provided by the Contractor shall be configured to provide certain "free" services to the Inmate population at no charge. Such "free" services shall include:
 - (a) Clock;
 - (b) Calendar;
 - (c) Dictionary;
 - (d) Calculator;
 - (e) PDF documents approved by the State;
 - (f) Electronic submission of Inmate requests;
 - (g) Debit purchases;
 - (h) Trust account look-up;
 - (i) Inmate handbook; and
 - (j) Inmate notices/bulletins.
- (10) The reports shall be available to the State and its agency partners from all control workstations and remote access computers depending on the user's access level.

b). Training Academy Tablet Service Specifications. The Contractor shall ensure that:

- (1) Contractor shall replace the State's current Windows based LMS that supports Applications to supplement traditional classroom instruction and deliver totally online courses and programs.
- (2) Contractor's LMS shall be installed on the **one thousand (1,000) tablets provided by the Contractor for use at the State's Training Academy.** ~~State's current Training Academy Android Tablets.~~ The tablet specifications are identified in **RFP Exhibit A - Institution Specifications.**
- (3) Contractor's LMS shall include an easy to understand GUI to allow the State's LMS administrators access to load or modify content.
- (4) Contractor shall be responsible for converting **all existing** ~~the fifty (50)~~ State developed and owned courses in the State's current LMS to the Contractor's LMS, at no cost to the State.
- (5) Contractor shall be responsible for converting **as many** additional ~~an additional fifteen (15)~~ State developed and owned courses as determined necessary by the State to the Contractor's LMS, at no cost to the State.
- (6) Contractor shall be responsible for providing licensing for three thousand to three thousand five hundred (3,000 to 3,500) users in year one (1) of the Agreement, and licensing for two thousand (2,000) additional users for each additional year of the Agreement to accommodate new hires.
- (7) Contractor's LMS shall provide real time tracking and control of usage and content.

- (8) The State shall provide use of the existing Infrastructure and wireless connectivity for the tablets at the Training Academy.
- (9) Contractor's LMS shall be cloud based and have a daily backup procedure in place. Contractor shall store all Data for the life of the Contract and for five (5) years after the termination date of the Contract. Upon termination, Contractor shall provide the State access to all stored Data, at no cost to the State.
- (10) Contractor shall provide reports at the course-level and user level, along with administrative level global reports for the State's LMS administrators to identify the success of the curriculum and the Inmates chosen to participate in the program.
- (11) Contractor shall provide initial and periodic on-site training of the LMS, as well as provide full documentation of the LMS features, at no cost to the State.
- (12) The Contractor's LMS must interface with **Vant4ge Evolve**, ~~a component of the STRONG-R Validated Risk Needs Assessment System.~~

A.15. Warranty. Contractor represents and warrants that the term of the warranty ("Warranty Period") shall be the greater of the Term of this Contract or any other warranty generally offered by Contractor, its suppliers, or manufacturers to customers of its goods or services. The goods or services provided under this Contract shall conform to the terms and conditions of this Contract throughout the Warranty Period. Any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a "Defect" and shall be considered "Defective." If Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect, at no additional charge.

Contractor represents and warrants that the State is authorized to possess and use all equipment, materials, software, and deliverables provided under this Contract.

Contractor represents and warrants that all goods or services provided under this Contract shall be provided in a timely and professional manner, by qualified and skilled individuals, and in conformity with standards generally accepted in Contractor's industry.

If Contractor fails to provide the goods or services as warranted, then Contractor will re-provide the goods or services at no additional charge. If Contractor is unable or unwilling to re-provide the goods or services as warranted, then the State shall be entitled to recover the fees paid to Contractor for the Defective goods or services. Any exercise of the State's rights under this Section shall not prejudice the State's rights to seek any other remedies available under this Contract or applicable law.

A.16. 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) calendar days following delivery of goods or performance of services the State does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the State.

B. TERM OF CONTRACT:

B.1. This Contract shall be effective on **January 1, 2022** ~~DATE~~ ("Effective Date") and extend for a period of sixty (60) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

B.2. Term Extension. The State may extend the Term an additional period of time, not to exceed one hundred-eighty (180) days beyond the expiration date of this Contract, under the same terms and conditions, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months."

C. PAYMENT TERMS AND CONDITIONS:

C.1. Contractor, on a monthly basis, shall remit to the State a Revenue Share payment as set forth in; Section C.6 – ITS; Section C.7 – VVS; Section C.9 – Electronic Trust Accounts; and C.10 – Tablet Services.

C.2. If the Contractor receives Revenue or compensation, notwithstanding the source, from any Third Party related to goods or services in this Contract, such Revenue shall be included in Gross Revenue and Revenue Share shall be payable to the State. Contractor shall pay Revenue Share on each completed transaction before any deductions are made for unbillable transactions, bad debt, rejected transactions, uncollectible transactions, fraudulent transactions, merchant adjustments, or any other Contractor expenses.

C.3. There shall be no cost to the State for the performance of services or delivery of goods. 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.6.

C.4. Revenue Share payments and reports are due to the State on or before the twentieth (20th) day of the month following the traffic month. All late Revenue Share payments and reports are subject to the penalties identified in the **RFP Attachment 6.8, Liquidated Damages**.

C.5. Reconciliation:

a) The State, or its Designated Agent, shall have the right from the Effective Date of this Contract and for a period of five (5) years after the termination date of this Contract, upon ten (10) business days' written notice, to fully reconcile or examine any and all of the State information pertaining to this Contract. The State retains the right to have another independent Agency of the State's exclusive choice, perform any or all reconciliations and examinations pertaining to this Contract.

b) Contractor shall maintain accurate, complete and reconcilable records, in an electronic format, detailing all of the Gross Revenues from which Revenue Share payments can be determined. The records shall include all records of the following reports provided throughout the life of the contract:

- (1) Traffic Detail Reports;
- (2) Transaction Detail (VVS, Tablet Services, and Kiosk Services) Reports;
- (3) Deposit and Transfer Detail Reports;
- (4) Tablet Purchase Reports and Associated Invoices;
- (5) CDRs;
- (6) Miscellaneous Fees/Charges Reports;
- (7) Pre-paid card sales and associated invoices;
- (8) Debit Purchase or Usage Reports and associated invoices; and
- (9) Revenue Share reports.

C.6. ITS Reporting and Payments

a) Contractor shall remit to the State a Revenue Share for the ITS which would be the greater of a) ___% Revenue Share to the State on all Gross Revenue and as defined in the Scope or b) a Monthly Minimum Guarantee ("MMG") of \$_____per month. The MMG shall continue through any renewal/extension's periods without regard to any other modifications to the Contract. The Revenue Share payment, whether ___% Revenue Share or the MMG, shall be calculated and paid on a monthly basis with no regard to the Revenues generated in any other month or year. Any new or additional fees and/or charges proposed by Contractor must be approved in advance by the State. The State and Contractor shall mutually agree on the Revenue Share to the State relative to the new or additional fees added to each of the services/Applications.

- b) Gross Revenue generated by and through the proposed ITS consists of all compensation, earnings, gain, income, generated Revenue, payment, proceeds or receipts paid to or received by Contractor that are in any way connected to the provision of ITS service pursuant to this RFP and Contract. Gross Revenue includes, by way of example and not limitation, all the following: all surcharges; per minute fees and any additional fees and/or charges generated by the completion of all calls (including any combination of free, collect (if applicable) debit, and pre-paid Local, Intralata/Intrastate, Intralata/Interstate, Interlata/Intrastate, Interlata/Interstate and International calls); additional fees and/or charges added to the total cost of a call or added to the called party's bill; or any other compensation received by Contractor.
- c) Contractor shall not reduce total Gross Revenue for any deductions associated with fees, adjusted durations, unbillable calls, bad debt, uncollectible calls, taxes, fraudulent calls, LEC adjustments or any other Contractor expense.
- d) Any additional fees to be added to the called party's bill or paid by the Inmate or called party (including those associated with establishing/funding pre-paid collect accounts) for Inmate telephone calls from the Institutions must be approved by the State prior to implementation.
- e) The State shall notify Contractor of any unapproved additional fees and/or charges of which the State becomes aware. Any unapproved charges/fees added to the called party's bill may be subject to Liquidated Damages as outlined in **RFP Attachment 6.8, Liquidated Damages**.
- f) The Contractor shall refund each called party for the unapproved charges/fees from the date the charges/fees were implemented until the date the charges/fees were discontinued.
- g) Notwithstanding the foregoing, Gross Revenue does not include the following items:
 - (1) Required regulatory charges and taxes that are intended to be paid by the called party or Inmate and then remitted one hundred percent (100%) by the billing party to the appropriate governmental agency.
 - (2) Calls to telephone numbers that appear on the Free Call list supplied by the State or from Inmate telephones approved by the State to process Free Calls shall not generate Revenue or compensation for the Contractor and shall not be eligible for Revenue-share to the State. Only those numbers designated by the State on the Free Call list and Inmate telephones approved by the State to process Free Calls shall be marked as "Free" in the ITS and designated as such in the Call Detail Records. Unauthorized Free Calls are subject to liquidated damages as specified in the **RFP Attachment 6.8, Liquidated Damages**.
 - (3) Complimentary Calls associated with Contractor's pre-paid collect program are not included in Gross Revenue and Revenue Share is not payable by Contractor to the State.
 - (4) The Pre-Paid Collect Funding Fee shall not be applied on a per-call basis. All Pre-Paid Collect Funding fees must be approved by the State and are subject to liquidated damages as specified in the **RFP Attachment 6.8, Liquidated Damages**.
 - (5) The Collect Billing Fee shall not be applied on a per-call basis. All Collect Billing Fees must be approved by the State and are subject to liquidated damages as specified in the **RFP Attachment 6.8, Liquidated Damages**.
- h) A call is deemed complete, and considered part of Gross Revenue, when a connection is made between the Inmate and the called party, whether such connection is established by Positive Acceptance or by live or automated machine pick-up (e.g. when the ITS considers a tone from an answering machine, Voicemail as acceptance). The call shall be deemed complete and eligible for Revenue Share regardless if Contractor can bill or collect Revenue on the call.

- i) Contractor agrees that it is entirely responsible for calculating, collecting and remitting all fees and taxes, including sales tax where applicable, on all services and items provided to the Inmates, including but not limited to any and all taxes as applicable for the ITS services such as collect, debit, pre-paid and any other calls.
- j) Revenue Share for Debit Calls shall be based upon total Gross Revenues generated from Debit Call purchase or usage and is payable as described in this Contract.
- k) On the fifth (5th) day of the month following the month of traffic, Contractor shall submit a monthly invoice and corresponding debit purchase or usage report to the State for the full amount of the debit purchased or used (less any issued refunds) for the prior traffic month.
- l) Payments and reports for ITS are due to the State on or before the twentieth (20th) day of the month following the traffic month.
- m) Contractor shall provide monthly Revenue Share payments and Traffic Detail Reports to the State via these methods:
 - (1) All payments shall be sent via wire transfer to the State or its Designated Agent; and
 - (2) Traffic Detail Reports shall be sent electronically in Comma Separated Values (“CSV”) format.
- n) ITS Traffic Detail Reports shall include a detailed breakdown of all ITS activity, including but not limited to all collect, pre-paid and Debit Calls for each Inmate telephone at the Institutions:
 - (1) Institution Name;
 - (2) Institution Identification Number;
 - (3) Institution Address (Street, City, State and Zip);
 - (4) Automatic Number Identifier;
 - (5) Inmate Telephone Station Port/Identifier;
 - (6) Inmate Telephone Location Name;
 - (7) Local Calls, Minutes, Gross Revenue (Per Inmate Telephone);
 - (8) Intralata/Intrastate Calls, Minutes, Gross Revenue (Per Inmate Telephone);
 - (9) Interlata/Intrastate Calls, Minutes, Gross Revenue (Per Inmate Telephone);
 - (10) Intralata/Interstate Calls, Minutes, Gross Revenue (Per Inmate Telephone);
 - (11) Interlata/Interstate Calls, Minutes, Gross Revenue (Per Inmate Telephone);
 - (12) International Calls, Minutes Gross Revenue (Per Inmate Telephone);
 - (13) Revenue Share Rate (%);
 - (14) Total Calls, Minutes, Gross Revenue and Revenue Share Amount (Per Inmate Telephone); and
 - (15) Traffic Period and Dates.
- o) Contractor shall provide daily raw Call Detail Records (“CDRs”) the next business day following the day of traffic and monthly billing files to the State on or before the twentieth (20th) day of the month following the month of traffic.
- p) Billing files shall be provided in an Exchange Message Interface (“EMI”) format and contain all fields which are legally permitted to be released, with the contents of said fields in the exact format and content as those files prepared and submitted for billing to Contractor’s billing company and ultimately delivered to the called party. The billing files shall be accompanied by a complete file map and complete field legend. The billing files shall include at a minimum the following information:
 - (1) Record Identifier;
 - (2) Institution Name;
 - (3) Institution Identification Number;
 - (4) From ANI;

- (5) To ANI;
- (6) Seconds;
- (7) Date (yy/mm/dd);
- (8) Connect Time (hh/mm/ss);
- (9) Billable Time (hh/mm/ss);
- (10) Personal Identification
- (11) Number Digits;
- (12) Originating City;
- (13) Originating State;
- (14) Bill City;
- (15) Bill State;
- (16) Bill Number;
- (17) Settlement Code;
- (18) Charge Amount;
- (19) Additional Fees and Line Surcharges;
- (20) Rate Period; and
- (21) Rate Class.

q) The Raw Daily CDRs shall be in a CSV format and contain all calls (both attempted and completed) which originate from the Institutions for each day and each time of the day for the period said raw CDRs are requested. The raw CDRs shall contain the unedited Data including all fields and all field content which is legally permitted to be released. The CDRs shall be accompanied with a complete file map and complete file legend. The raw CDRs shall include (without limitation) the following fields:

- (1) Institution Name;
- (2) Institution Identification Number;
- (3) From ANI;
- (4) To ANI;
- (5) Batch Number / ID; From City;
- (6) From State;
- (7) To City;
- (8) To State;
- (9) Station Port/Identifier; Phone Name or Location;
- (10) Inmate Name;
- (11) Inmate Identification Number;
- (12) Personal Identification Number;
- (13) Pre-Paid Card Identification Number;
- (14) Revenue Period;
- (15) Call Start (yy/mm/dd; mm/ss);
- (16) Call End (yy/mm/dd; mm/ss);
- (17) Seconds;
- (18) Call Type (e.g. local, etc.);
- (19) Bill Type (e.g. free, pre-paid collect, etc.);
- (20) Call Cost;
- (21) Tax;
- (22) Validation Result;
- (23) Termination Reason;
- (24) LIDB Status/Code;
- (25) Free Reason Code; and
- (26) Completion/Accept Indicator.

r) Contractor shall provide a Miscellaneous Charges/Fees Report in a CSD format and shall include a breakdown of all charges and fees applied to (without limitation) calls, transactions and accounts from the Institutions, including but not limited to: Single Call Fee(s) as determined by the system's Single Call Feature, Pre-Paid Funding Fee(s), Monthly Billing Fee(s), Regulatory Cost Recovery Fee(s), Validation Fee(s), Tablet Services Transaction Fees, Kiosk Services Transaction Fees, VVS Fees, regardless of whether the charge/fee was assessed

directly by Contractor or a Third Party. The Miscellaneous Charges/Fees report shall contain (without limitation) the following information:

- (1) Institution Identification Number;
- (2) Date;
- (3) The State Identification Number;
- (4) To ANI;
- (5) Billed Account;
- (6) Transaction Type;
- (7) Bill Type
- (8) Fee Type;
- (9) Instance Type; and
- (10) Fee Amount.

- s) Revenue Share/cost recoupment payments, usage detail reports, or reports not containing the required fields, received by the State after the date specified above are subject to liquidated damages as specified in the **RFP Attachment 6.8, Liquidated Damages**.

C.7. VVS Payment and Reporting

- b) Contractor shall remit to the State a Revenue Share for the VVS of ___% Revenue on all Gross Revenue and as defined in the Scope.
- c) VVS Gross Revenue consists of all compensation, earning, gain, income, generated Revenue, payment, proceeds or receipts paid to or received by Contractor and in any way connected to the provision of video visitation service pursuant to this Contract. Gross Revenue includes, by way of example and not limitation, the following: all costs, charges, and fees added to the total cost to visitors or Inmates for the completion/scheduling of all Remote Video Visitation Sessions, from any video visitation station whether on a Kiosk or a Tablet Services, or any other compensation received by Contractor for the completion of all Remote Video Visitation Sessions. Notwithstanding the foregoing, Gross Revenue does not include the following items:
- (1) Approved Video Visitation Sessions included on the Free Video Visitation list shall not generate any Revenue or compensation for Contractor and shall not be eligible for Revenue Share to the State. Only those visitors or Inmates designated by the State to process "free" Video Visitation Sessions shall be marked as "Free" in the VVS and designated as such in the VVS detail records. Unauthorized Free Video Visitation Sessions are subject to liquidated damages as specified in the **RFP Attachment 6.8, Liquidated Damages**.
 - (2) Required regulatory charges and taxes that are intended to be paid by the visitor or Inmate and then remitted one hundred percent (100%) by the billing party to the appropriate governmental agency.
- d) The State shall notify Contractor of any unapproved fees and/or charges associated with the VVS of which the State becomes aware. Any unapproved charges/fees added to the VVS recipient's bill may be subject to Liquidated Damages as outlined in **RFP Attachment 6.8, Liquidated Damages**.
- e) A Video Visitation Session is deemed complete and considered part of Gross Revenue when the Video Visitation Session is scheduled, and a connection is made by both parties.
- f) Payments and reports for Video Visitation Sessions are due to the State on or before the twentieth (20th) day of the month following the activity/session month.
- g) Contractor shall provide a Monthly Video Visitation Transaction Summary Report in CSV format which shall include a detailed breakdown of activity for all Video Visitation Sessions per video visitation station, including but not limited to:

- (1) Institution Name;
 - (2) Institution Identification Number/Site Identification Number;
 - (3) Video Visitation Station Identifier;
 - (4) Video Visitation Station Location Name;
 - (5) Number of Free Video Visitation Sessions and Minutes Per Video Visitation Station;
 - (6) Number of Remote Video Visitation Sessions, Minutes and Gross Revenue Per Video Visitation Station;
 - (7) Revenue Share Rate (%) Per Video Visitation Station;
 - (8) Total Video Visitation Sessions, Minutes, Gross Revenue and Revenue Share; and
 - (9) Traffic Period and Dates.
- h) Contractor shall provide a Monthly Video Visitation Transaction Detail Report in CSV format which shall include a detailed breakdown of activity for all Video Visitation Sessions, including but not limited to:
- (1) Institution Name;
 - (2) Institution Identification Number/Site Identification Number;
 - (3) Institution Address (Street, City, State and Zip);
 - (4) Video Visitation Station Identifier;
 - (5) Video Visitation Station Location Name;
 - (6) Video Visitation Session Date;
 - (7) Video Visitation Identification Number;
 - (8) Inmate Identification Number;
 - (9) Inmate First and Last Name;
 - (10) Visitor First and Last Name;
 - (11) Visitor Address (Street, City, State and Zip);
 - (12) Visitor Telephone Number;
 - (13) Start Time;
 - (14) End Time;
 - (15) Duration in Minutes; and
 - (16) Cost.

C.8. Inmate Kiosk Services Payment and Reporting

- a) Kiosk Services Gross Revenue consists of all compensation, earnings, gain, income, generated Revenue, payment, proceeds or receipts paid to or received by Contractor and in any way connected to the provision of service pursuant to this RFP. Gross Revenue includes, by way of example and not limitation, the following: all transaction fees and/or charges generated by incoming messages, outgoing messages, additional fees and/or charges added to the total cost of a completed transaction or any other compensation received by Contractor. A completed transaction shall be defined as the transfer of funds by the Inmate or general public to the Contractor, receipt of incoming messages, outbound messages Inmate photos, a completed Remote Video Visitation Session, and media purchases for games, movies and songs.
- b) Electronic messages to or from the State staff and the Inmate or group of Inmates shall not be charged a fee and shall not be eligible for Revenue Share.
- c) Reports due to the State or its Designated Agent hereunder shall be received by the State and/or its Designated Agent no later than the twentieth (20th) day of the month following the month of activity. Revenue Share payments shall be sent via wire transfer and transaction detail reports shall be sent via electronic format to the State or its Designated Agent. The State or its Designated Agent shall receive Revenue Share payments directly from the Contractor.
- d) Contractor shall provide a monthly Kiosk Services transaction summary report in CSV format including a detailed breakdown of the activity for all transaction types, including but not limited to, inbound messages, outbound message Inmate, photos, Inmate completed Remote Video Visitation Session, and media purchases for games, movies and songs for each Kiosk.

Transaction detail summary reports shall include, at a minimum, each of the following items for each kiosk and/or each transaction type:

- (1) Institution Name;
 - (2) Institution Identification Number;
 - (3) Institution Street Address, City, State, and Zip Code;
 - (4) Kiosk Identification Number (where applicable);
 - (5) Revenue Reporting Period Dates;
 - (6) Gross Revenue Per Transaction Type, Per Inmate, Per Kiosk;
 - (7) Revenue Share;
 - (8) Total Revenue Share Amount per Transaction Type, Per Kiosk; and
 - (9) Total Number of Transactions per Transaction Type, Per Kiosk.
- e) Contractor shall provide a monthly Kiosk Services Transaction Detail Report in CSV format which shall include a detailed breakdown of the activity for all transaction types, including but not limited to, electronic messages, Remote Video Visitation Sessions, and media purchases for games, movies and songs, etc. for each Kiosk. At the sole discretion of the State, on the fifth (5th) day of the month following the month of traffic Contractor shall submit a monthly Invoice and Corresponding Inmate Purchases or Usage Report to the State for the full amount of the debit purchased or used (less any issued refunds) for the prior traffic month. Transaction detail reports shall include, at a minimum, each of the following items for each Kiosk and/or each transaction type:
- (1) Institution Name;
 - (2) Institution Identification Number;
 - (3) Institution Street Address, City, State, and Zip Code;
 - (4) Kiosk Identification Number; Transaction Date;
 - (5) Transaction Identification Number;
 - (6) Inmate Identification Number;
 - (7) Inmate Name;
 - (8) Item Purchased;
 - (9) Quantity; and
 - (10) Cost.
- f) Revenue Share, invoicing for transactions and/or reporting discrepancies must be resolved by Contractor, and to the State's reasonable satisfaction, within thirty (30) calendar days of receipt of discrepancy notification from the State or its Designated Agent. If not resolved satisfactorily, such discrepancy shall be subject to liquidated damages specified in the **RFP Attachment 6.8, Liquidated Damages**.
- g) Payments and/or transaction detail reports received by the State or its Designated Agent after the due date specified above shall be subject to liquidated damages as specified in this Contract.

C.9. Electronic Trust Account Deposits Payment and Reporting

- a) Contractor shall remit to the State a Revenue Share for the Electronic Trust Account Deposits of ___% Revenue on all Gross Revenue and as defined in the Scope.
- b) Payments and reports due to the State or its Designated Agent hereunder shall be received by the State and/or its Designated Agent no later than the twentieth (20th) day of the month following the month of activity. Revenue Share payments shall be sent via wire transfer and transaction detail reports shall be sent via electronic format to the State and/or its Designated Agent.
- c) Contractor shall provide a monthly Electronic Trust Account deposit transaction summary report in CSV format and include a detailed breakdown of the activity for all transaction types, including but not limited to, electronic deposits. Transaction detail shall include, at a minimum, each of the following items:

- (1) Institution Name;
 - (2) Institution Identification Number;
 - (3) Institution Street Address, City, State, and Zip Code;
 - (4) Transaction Period Dates;
 - (5) Gross Revenue Per Transaction Type Per Inmate;
 - (6) Revenue Share Rate;
 - (7) Total Revenue Share Amount Per Transaction Type Per Inmate; and
 - (8) Total Number of Transactions Per Transaction Type Per Inmate.
- d) Contractor shall provide a monthly Electronic Trust Account deposit transaction detail report in CSV format which shall include a detailed breakdown of the activity for all transaction types, including but not limited to, electronic deposits. Transaction detail reports shall include, at a minimum, each of the following items for each transaction:
- (1) Institution Name;
 - (2) Institution Identification Number;
 - (3) Institution Street Address, City, State, and Zip Code;
 - (4) Transaction Date;
 - (5) Transaction Identification Number;
 - (6) Account Depositor Identification Number;
 - (7) Account Depositor First and Last Name;
 - (8) Account Depositor Telephone Number;
 - (9) Account Depositor Street Address;
 - (10) Account Depositor City;
 - (11) Account Depositor State;
 - (12) Account Depositor Zip Code;
 - (13) Account Depositor Email Address;
 - (14) Inmate Identification Number;
 - (15) Inmate Name;
 - (16) Amount Deposited; and
 - (17) Transaction Type.
- e) Payments and/or transaction detail reports received by the State and/or its Designated Agent after the due date specified above shall be subject to liquidated damages specified in the **RFP Attachment 6.8, Liquidated Damages**.

C.10. Tablet Services Payment and Reporting

- a) Contractor shall remit to the State a Revenue Share for Tablet Services of ___% of Revenue on all Gross Revenue and as defined in the Scope.
- b) Gross Revenue generated by and through the proposed Tablet Service solution consists of all compensation, earning, gain, income, generated Revenue, payment, proceeds or receipts paid to or received by Contractor in any way connected to the provision of Tablet Services pursuant to the services identified in this RFP including but not limited to, electronic messages, photos, videos, video visitation, media, Application usage, for each tablet. Gross Revenue includes, by way of example and not limitation, all of the following: all per minute fees, Application charges, equipment costs and any additional fees/charges generated by the accessibility of Tablet Services and all additional fees charged to the end-user or Inmate and any other compensation received by Contractor. Notwithstanding the foregoing, Gross Revenue does not include the following items:
 - (1) A "Free" transaction or Application defined as a transaction or Application not generating any Revenue or compensation for Contractor. Approved Tablet Services transactions or Applications shall not generate any Revenue or compensation for Contractor and shall not be eligible for Revenue Share to the State. Only those transactions or Applications

designated by the State as "free" shall be marked as "free" in the Tablet Service solution and designated as such in the Tablet Service detail records.

- c) Required regulatory charges and taxes that are intended to be paid by the end-user or Inmate and then remitted one hundred percent (100%) by the billing party to the appropriate governmental agency.
- d) The Contractor shall ensure the security of the Tablets are not compromised by allowing Inmates access to any Applications or the internet which is not approved by the State. Liquidated Damages may be assessed, as referenced in RFP Attachment 6.8, Liquidated Damages, from the first date the Tablets were compromised through the date in which the Contractor has resolved the security breach.
- e) The State shall notify Contractor of any unapproved additional fees and/or charges associated with the use of Tablet Services of which the State becomes aware are as specified in the **RFP Attachment 6.8, Liquidated Damages**.
- f) Payments and reports for Tablet Services are due to the State on or before the twentieth (20th) day of the month following the month of activity.
- g) Contractor shall provide a monthly Tablet Services transaction summary report in CSV format, which shall include a detailed breakdown of the activity for all transaction types, including but not limited to, electronic messages, photos, videos, video visitation, media, Application usage, for each tablet. Tablet Service detail records shall include, at a minimum, each of the following items for each Tablet Service and each transaction or Application type:
 - (1) Institution Name;
 - (2) Institution Identification Number/Site Identification Number;
 - (3) Institution Address, Street, City, State, and Zip;
 - (4) Tablet Identifier (where applicable);
 - (5) Number of Transactions for Each Transaction Type (Per tablet);
 - (6) Minutes of Usage for Each Application Type (Per tablet) if applicable;
 - (7) Gross Revenue for Each Transaction / Application (Per tablet);
 - (8) Revenue Share Rate;
 - (9) Total Revenue Share (Per tablet);
 - (10) Total Transactions/Applications, Minutes of Usage, Gross Revenue and Revenue Share; and
 - (11) Traffic Period and Dates.
- h) Contractor shall provide a monthly Tablet Services transaction detail report in CSV format, which shall include a detailed breakdown of the activity for all transaction types, including but not limited to, electronic messages, photos, videos, video visitation, media, Application usage, for each tablet. Tablet Service detail records shall include, at a minimum, each of the following items for each Tablet Service and each transaction or Application type:
 - a) Institution Name;
 - b) Institution Identification Number;
 - c) Institution Street Address, City, State, and Zip Code;
 - d) Transaction Date;
 - e) Transaction Identification Number;
 - f) Tablet Identifier (where applicable);
 - g) Inmate Identification Number;
 - h) Inmate Name;
 - i) Transaction Type;
 - j) Start Time (if applicable);
 - k) End Time (if applicable);
 - l) Quantity (if applicable); and
 - m) Cost.

- i) Payments and/or transaction detail reports received by the State and/or its Designated Agent after the due date specified above shall be subject to liquidated damages specified in the **RFP Attachment 6.8, Liquidated Damages**.

C.11. Rate Requirements

- a. Contractor shall provide the required Calling Rates, video visitation rates, Kiosk rates, and Tablet Service rates and fees ("Rates") specified in **RFP Attachment 6.3. Revenue Proposal and Scoring Guide** and must be in compliance with the State of Tennessee laws and applicable regulations.
- b. Before any new Rate increases or decreases are implemented for any of the services required in this RFP, Contractor must submit a written request to receive approval from the State. The State shall respond in writing to Contractor's request. Unapproved adjustments implemented without the prior written approval from the State are subject to liquidated damages as specified in the **RFP Attachment 6.8, Liquidated Damages**.
- c. In the event Contractor increases the Rates without written approved of the State, Contractor must issue refunds to all overcharged end-users or Inmates within five (5) business days; a list of the issued credits must be provided to the State as documentation. The State shall not issue a refund of Revenue Share or cost recoupment for unapproved rate increases.
- d. Contractor shall implement any rate adjustments requested by the State within ten (10) calendar days of said request, subject to regulatory approval, as applicable.
- e. Contractor's ITS shall rate all calls to U.S. Territories including Puerto Rico, U.S. Virgin Islands, Guam, American Samoa and Saipan/Mariana Islands as Domestic International or Interlata/Interstate. Calls to all other countries shall be rated as International. The Calling Rates for both Domestic International, Interlata/Interstate and International calls are specified in **RFP Attachment 6.3. Revenue Proposal and Scoring Guide**.
- f. Contractor shall calculate the Raw Duration of each Inmate telephone call in seconds based on the time the call is accepted and the time the call is accepted, Video Visitation Session or tablet usage begins and the time the call, session or usage is terminated by the ITS, VVS or Tablet Services respectively. For calls, Video Visitation Sessions or tablet usage where the duration is at least ten (10) seconds, the duration, in seconds, shall be rounded up to the next whole minute increment and shall be converted from rounded seconds to minutes before the rates are applied.
- g. During the Call Rating process, Contractor shall round the raw calculated call amount to the nearest hundredth decimal place (up or down) using normal accounting practices.

C.12. User Billing and Payments

- a) Pre-Paid & Debit Applications:
 - (1) The pre-paid and/or debit Application shall allow for pre-payment to a specific telephone number or an Inmate.
 - (2) The State requires that Contractor issue refunds to end-users for any pre-paid funds remaining in any pre-paid account upon the end-user's request whether the account is active or inactive. Should an account be deactivated by Contractor and the end-user requests to reactivate the account and receive calls from the Institutions, the funds shall be made available to the end-user by Contractor. No fees shall be charged to the end-user for refunds or reactivation of funds associated with a pre-paid account.
 - (3) Should Contractor adjust the rates in order to complete a call, Contractor shall incur liquidated damages as specified in the **RFP Attachment 6.8. Liquidated**

Damages. The State shall notify Contractor of any approved adjustments in the rates of which the State becomes aware.

- (4) Contractor shall not prevent the completion of a Pre-Paid Collect Call if the end-user's pre-paid collect balance is less than the average cost of a call (regardless of call type) from the Institutions.
- (5) The pre-paid and/or debit Application shall be internal to Contractor's ITS.
- (6) The ITS shall provide the Inmate with the balance of the pre-paid or debit account at the time of the call.
- (7) The ITS shall provide the called party with the balance of their Pre-Paid Collect Account at the time of the call.
- (8) The pre-paid and/or debit Application shall allow international calls.
- (9) The ITS shall be capable of interfacing and transferring money from the Inmate's trust fund to the ITS debit account as well as refunding any unused funds to the trust fund account upon the Inmate's release.
- (10) Contractor shall supply, at the State's request, signage, brochures, flyers regarding the ITS and/or Contractor's pre-paid and debit programs at no cost to the State.

b) Payments for VVS Sessions

- (1) Contractor shall refund all visitation fees if the Video Visitation Session is dropped due to Contractor related issues (i.e. Video Visitation Session disconnected, VVS goes down).
- (2) Contractor shall provide an option for an itemized receipt for all transactions, charges and fees for all Video Visitation Sessions.

c) Contractor Retention of End-User Account Information

- (1) For the purpose of aiding in investigations, Contractor must retain information pertaining to an end-user's pre-paid collect, direct bill, trust funding, VVS and similar accounts for a period of five (5) years after the expiration/termination of the Contract. The information shall include, but not be limited to, the end-user's billing name, address and telephone number.
- (2) The State shall have access to such account information through the ITS, VVS, Tablet Services or Kiosk Services.

C.13. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following, properly completed documentation. At the State's option, it may make payments to Contractor by Automated Clearing House ("ACH") or the State Purchasing Card ("P-Card").

a. The Contractor shall complete, sign, and present to the State:

- (1) An "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and
- (2) An "Authorization to Receive Payments by Purchasing Card Form" provided by the State. By doing so, the Contractor agrees that payments to the Contractor

under this Contract may be made using the State P-Card and Contractor will provide level III data reporting information.

- b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

- C.14. The Contractor shall remit to the State a one-time payment, the Upfront Financial Incentive as detailed in RFP Attachment 6.3., Revenue Proposal & Scoring Guide, and shall be incorporated into to this Contract, in the amount of \$_____ within ten (10) business days upon contract execution. The payment shall be in the form of a check made payable to the State of Tennessee, Department of Correction. The check should be sent to the below contact or as otherwise directed by the State:

Fiscal Services
Department of Correction
State of Tennessee
3rd Floor
Rachel Jackson Building
Nashville, Tennessee 37243

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:

Steve Westerman, Director of Facilities Planning & Construction
Tennessee Department of Correction
320 Sixth Avenue North
Nashville, TN 37243
Steve.Westerman@tn.gov
Telephone # 615-253-8101

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

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

- D.9. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds

of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal or state law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

- D.10. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment 6.6.1., semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.
 - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.
 - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
 - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.
- D.11. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.12. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.13. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.14. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall

not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.

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

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

- D.20. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations

regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Contract.

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

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

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

- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaroud plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor's performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees for the affected obligations until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.
- D.25. State and Federal Compliance. The Contractor shall comply with all State and federal laws and regulations applicable to Contractor in the Contractor's performance of this Contract.
- D.26. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 408.
- D.27. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.
- D.28. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.
- D.29. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.30. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:

- a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
- b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below), which includes [Exhibit A and Exhibit B];
- c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
- d. the State solicitation, as may be amended, requesting responses in competition for this Contract;
- e. any technical specifications provided to proposers during the procurement process to award this Contract; and
- f. the Contractor's response seeking this Contract.

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

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

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

Contractor shall provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified in this Section. The COI must be on a form approved by the TDCI (standard ACORD form preferred). The COI must list each insurer's National Association of Insurance Commissioners (NAIC) number and be signed by an authorized representative of the insurer. The COI must list the State of Tennessee – CPO Risk Manager, 312 Rosa L. Parks Ave., 3rd floor Central Procurement Office, Nashville, TN 37243 as the certificate holder. Contractor shall provide the COI ten (10) business days prior to the Effective Date and again thirty (30) calendar days before renewal or replacement of coverage. Contractor shall provide the State evidence

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

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

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

a. Commercial General Liability ("CGL") Insurance

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

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

b. Workers' Compensation and Employer Liability Insurance

- 1) For Contractors statutorily required to carry workers' compensation and employer liability insurance, the Contractor shall maintain:
 - i. Workers' compensation in an amount not less than **one million dollars (\$1,000,000)** including employer liability of one million dollars **(\$1,000,000)** per accident for bodily injury by accident, **one million dollars (\$1,000,000)** policy limit by disease, and **one million dollars (\$1,000,000)** per employee for bodily injury by disease.
- 2) If the Contractor certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Contractor shall furnish written proof of such exemption for one or more of the following reasons:

- i. The Contractor employs fewer than five (5) employees;
- ii. The Contractor is a sole proprietor;
- iii. The Contractor is in the construction business or trades with no employees;
- iv. The Contractor is in the coal mining industry with no employees;
- v. The Contractor is a state or local government; or
- vi. The Contractor self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

c. Automobile Liability Insurance

- 1) The Contractor shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles).
- 2) The Contractor shall maintain bodily injury/property damage with a limit not less than **one million dollars (\$1,000,000)** per occurrence or combined single limit.

d) Technology Professional Liability (Errors & Omissions)/Cyber Liability Insurance

- 1) The Contractor shall maintain technology professional liability (errors & omissions)/cyber liability insurance appropriate to the Contractor's profession in an amount not less than **ten million dollars (\$10,000,000)** per occurrence or claim and **ten million dollars (\$10,000,000)** annual aggregate, covering all acts, claims, errors, omissions, negligence, ~~infringement of intellectual property (including copyright, patent and trade secret)~~; network security and privacy risks, including but not limited to unauthorized access, failure of security, information theft, damage to destruction of or alteration of electronic information, breach of privacy perils, wrongful disclosure and release of private information, collection, or other negligence in the handling of confidential information, and including coverage for related regulatory fines, defenses, and penalties.
- 2) Such coverage shall include data breach response expenses, in an amount not less than **ten million dollars (\$10,000,000)** and payable whether incurred by the State or Contractor, including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services and expenses in the performance of services for the State or on behalf of the State hereunder.

e) Crime Insurance

- 1) The Contractor shall maintain crime insurance, which shall be written on a "loss sustained form" or "loss discovered form" providing coverage for third party fidelity, including cyber theft and extortion. The policy must

allow for reporting of circumstances or incidents that may give rise to future claims, include an extended reporting period of no less than two (2) years with respect to events which occurred but were not reported during the term of the policy, and not contain a condition requiring an arrest or conviction.

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

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

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

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

E. SPECIAL TERMS AND CONDITIONS:

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

E.2. 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.3. 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.4. Software Support and Maintenance Warranty. Contractor shall provide to the State all software upgrades, modifications, bug fixes, or other improvements in its software that it makes generally available to its customers.

E.5. Contractor Hosted Services Confidential Data, Audit, and Other Requirements.

a) "Confidential State Data" is defined as data deemed confidential by State or Federal statute or regulation. The Contractor shall protect Confidential State Data as follows:

(1) The Contractor shall ensure that all Confidential State Data is housed in the continental United States, inclusive of backup data.

- (2) The Contractor shall encrypt Confidential State Data at rest and in transit using the current version of Federal Information Processing Standard (“FIPS”) 140-2 validated encryption technologies.
- (3) The Contractor and the Contractor’s processing environment containing Confidential State Data shall either (1) be in accordance with at least one of the following security standards: (i) International Standards Organization (“ISO”) 27001; (ii) Federal Risk and Authorization Management Program (“FedRAMP”); or (2) be subject to an annual engagement by a CPA firm in accordance with the standards of the American Institute of Certified Public Accountants (“AICPA”) for a System and Organization Controls for service organizations (“SOC”) Type II audit. The State shall approve the SOC audit control objectives. The Contractor shall provide proof of current ISO certification or FedRAMP authorization for the Contractor and Subcontractor(s), or provide the State with the Contractor’s and Subcontractor’s annual SOC Type II audit report within 30 days from when the CPA firm provides the audit report to the Contractor or Subcontractor. The Contractor shall submit corrective action plans to the State for any issues included in the audit report within thirty (30) calendar days after the CPA firm provides the audit report to the Contractor or Subcontractor.

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

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

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

b) Minimum Requirements

- (1) The Contractor and all data centers used by the Contractor to host State data, including those of all Subcontractors, must comply with the State's Enterprise Information Security Policies as amended periodically. The State's Enterprise Information Security Policies document is found at the following URL:
<https://www.tn.gov/finance/strategic-technology-solutions/strategic-technology-solutions/sts-security-policies.html>.
- (2) The Contractor agrees to maintain the Application so that it will run on a current, manufacturer-supported Operating System. "Operating System" shall mean the software that supports a computer's basic functions, such as scheduling tasks, executing Applications, and controlling peripherals.
- (3) If the Application requires middleware or database software, Contractor shall maintain middleware and database software versions that are at all times fully compatible with current versions of the Operating System and Application to ensure that security vulnerabilities are not introduced.

c) Comptroller Audit Requirements

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

The information technology control audit may include a review of general controls and Application controls. General controls are the policies and procedures that apply to all or a large segment of the Contractor's or Subcontractor's information systems and Applications and include controls over security management, access controls, Configuration management, segregation of duties, and contingency planning. Application controls are directly related to the Application and help ensure that transactions are complete, accurate, valid, confidential, and available. The audit shall include the Contractor's and Subcontractor's compliance with the State's Enterprise Information Security Policies and all applicable requirements, laws, regulations or policies. The Contractor's failure to adhere to these requirements may render the assessment of Liquidated Damages as specified in RFP Attachment 6.8, Liquidated Damages.

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 thirty (30) calendar days from the Contractor or Subcontractor receiving the audit report.

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

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

its key operations ("Business Continuity Requirements"). Business Continuity Requirements shall include:

- (1) "Disaster Recovery Capabilities" refer to the actions the Contractor takes to meet the Recovery Point and Recovery Time Objectives defined below. Disaster Recovery Capabilities shall meet the following objectives:
- (2) 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: Seventy-two (72) hours
- (3) 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: Twenty-four (24) hours.]

e) 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.6. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible personal property furnished by the State for the Contractor's use under this Contract. Upon termination of this Contract, all property furnished by the State shall be returned to the State in the same condition as when received, less ordinary wear and tear. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the fair market value of the property at the time of loss.

E.7. Public Accountability. If the Contractor is subject to Tenn. Code Ann. §§ 8-4-401, *et seq.*, or if this Contract involves the provision of services to citizens by the Contractor on behalf of the State, the Contractor agrees to establish a system through which recipients of services may present grievances about Contractor's operation of the service program. The Contractor shall also display in a prominent place, located near the passageway through which the public enters in order to receive contract-supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating the following:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY THAT YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454

The sign shall be of the form prescribed by the Comptroller of the Treasury. The contracting state agency shall request copies of the sign from the Comptroller of the Treasury and provide signs to contractors.

E.8. 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.9. 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.10. Additional lines, items, or options. At its sole discretion, the State may make written requests to the Contractor to add lines, items, or options that are needed and within the Scope but were not included in the original Contract. Such lines, items, or options will be added to the Contract through a Memorandum of Understanding ("MOU"), not an amendment.
- a. After the Contractor receives a written request to add lines, items, or options, the Contractor shall have ten (10) business days to respond with a written proposal. The Contractor's written proposal shall include:
 - (1) The effect, if any, of adding the lines, items, or options on the other goods or services required under the Contract;
 - (2) Any pricing related to the new lines, items, or options;
 - (3) The expected effective date for the availability of the new lines, items, or options; and
 - (4) Any additional information requested by the State.
 - b. The State may negotiate the terms of the Contractor's proposal by requesting revisions to the proposal.
 - c. To indicate acceptance of a proposal, the State will sign it. The signed proposal shall constitute a MOU between the Parties, and the lines, items, or options shall be incorporated into the Contract as if set forth verbatim.

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

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

Tennessee Department of Correction:

Tony Parker, Commissioner

DATE

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

| | |
|---|--|
| SUBJECT CONTRACT NUMBER: | |
| CONTRACTOR LEGAL ENTITY NAME: | |
| EDISON VENDOR IDENTIFICATION NUMBER: | |

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

CONTRACTOR SIGNATURE

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

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION

**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 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 and 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 and 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:

COVERED ENTITY NAME

NAME AND TITLE

ADDRESS

Telephone: **NUMBER**

Fax: **NUMBER**

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

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

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,

COVERED ENTITY LEGAL ENTITY NAME:

NAME AND TITLE
BUSINESS ASSOCIATE LEGAL ENTITY NAME:

Date:

NAME AND TITLE

Date:

DETENTION PROJECT PROCEDURES

PART 1 - GENERAL

1.01 SECTION INCLUDES:

General administrative, security procedural requirements and restrictions for Contractors regarding access to and use of the Tennessee Department of Correction project site and surrounding areas; and security procedures for Contractor tools, materials, and individuals.

1.02 DEFINITIONS:

- A. Lockdown – A condition within the Department of Correction that ALL (except emergency) movement ceases; an Institutional count time is the most frequent use.
- B. Owner – State of Tennessee, Department of General Services for the Department of Correction.
- C. Owner’s Construction Representative – For SBC Projects the Representative will be the Project Manager assigned by STREAM (State of Tennessee Real Estate Asset Management). For non-SBC Projects the Representative will be the Project Manager assigned by FPC (Facilities Planning & Construction).
- D. State of Emergency – Event or condition impacting the security of the Facility or safety of staff, Inmates or Contractors.
- E. TDOC – Tennessee Department of Correction.

1.03 SUPERVISION:

- A. Contractor shall provide on-site supervision of construction personnel at all times.
- B. Contractor shall at all times have a minimum of one person at each separate work site or work crew capable of communication in English with the Facility staff.

1.04 PROJECT/SITE CONDITIONS/REQUIREMENTS:

- A. Prior to mobilization of construction personnel to the site, Contractor shall ensure that personnel, sub-Contractors, material suppliers, etc. review the requirements of this Section.
- B. The Contractor shall require that all personnel, sub-Contractors, material suppliers, etc. who will enter TDOC property certify their awareness of and familiarity with the requirements of this Section during orientation to the Institution.
- C. The Warden/Superintendent is the chief administrator of the TDOC Institution and the project site. The Warden/Superintendent has full and final supervision over all Institution operations and the Contractor usage of the site. The Warden/Superintendent may delegate certain responsibilities held, as presented in this Section, to one or more designees identified by the Warden/Superintendent.
- D. The Warden/Superintendent/designee may provide the Contractor's Superintendent with an Institutional radio for communication. Superintendent shall turn in radio to designated staff upon leaving the premises each day.
- E. The Warden/Superintendent/designee may approve the use of a single cellular telephone by the Contractor's Superintendent only.
- F. The Contractor shall provide to the Warden/Superintendent, primary and alternate emergency contact information of individuals (Superintendent and/or foreman) to be notified during non-working hours if an event impacting the Institution has occurred which warrants their notification.
- G. Security Procedures Orientation:
 - 1. Each individual who enters the site on behalf of the Contractor, including but not limited to subcontractors and material suppliers, shall have received a Security Procedure Orientation for the project. The Warden/Superintendent/designee will provide orientation. Prior orientation in the course of another project cannot substitute for orientation for this project.
 - 2. Contractor shall coordinate scheduling individuals for orientation.
 - 3. Warden/Superintendent will determine duration of the orientation and its agenda.
 - 4. Contractor shall provide an interpreter, if required.
 - 5. The Institution will provide three (3) Security Procedure Orientations at no charge to the Contractor. Each Orientation meeting may accommodate as many employees as requested by the Contractor. Orientations in excess of the three (3) meetings will be charged to the Contractor at a rate of three hundred dollars (\$300.00) per session.
- H. Contractor shall not request direction, project document clarifications, or approval from Institution staff, security escorts or other on-site personnel. The Owner's Construction Representative is the Owner's designated on-site representative during construction and is the only party authorized to direct changes to the scope, cost or contract time of the project.

1.05 SURROUNDING SITE CONDITION SURVEY:

- A. Prior to commencing the Work, the Contractor and TDOC representatives shall tour the Project site and surrounding areas together to examine and record existing conditions of adjacent buildings, roadways and other applicable areas. The Contractor shall photograph and videotape in sufficient detail the existing interior and/or exterior building conditions and grounds of all areas that will be affected by construction and access routes to substantiate existing conditions that might otherwise be construed as damage caused by the Contractor. Date all material and deliver a copy to the Owner and TDOC within seven (7) business days following the Notice to Proceed. This record shall serve as a basis for determination of subsequent damage due to Contractor's operations. Any cracks, sags, or damage to the adjacent buildings and improvements not noted in the original survey, but subsequently discovered, shall be reported to Owner's Construction Representative and TDOC.
- B. The Contractor shall be responsible for any construction related damage, required repair and/or replacement to existing facilities or property including landscaping, paving, security systems (including but not limited to fencing and fiber optics), roads and sidewalks unless it is verified that the damage was a previously existing condition. Any damages shall be repaired or replaced with materials equivalent to the original work and is subject to the satisfaction of the Owner's Construction Representative and TDOC.
- C. Photo-documentation of special, secure areas may require special handling and storage. TDOC will identify when these circumstances are present and how the photo-documentation will be handled (Also see Section 1.10.H).

1.06 EMERGENCIES:

- A. If the Warden/Superintendent declares a State of Emergency, Contractor may be:
 - 1. Required to leave premises.
 - 2. Confined to a specific area for duration of emergency.
- B. Emergencies that may impact access to the Institution or limit access within the secure perimeter include, but not limited to:
 - 1. Fog, inclement weather or natural disaster;
 - 2. Food, medical, or transportation emergencies;
 - 3. Disturbance, Inmate work stoppage, Inmate escape, Inmate hunger strike or hostage situation; and
 - 4. Bomb threat, chemical spill, fire, or Institution evacuation.
- C. At the Warden/Superintendent's discretion and depending on the level of emergency, the Contractor may be permitted to work at the job-site trailer/staging area(s) or other Institution areas outside the secure perimeter.
- D. Any incident requiring police or ambulance service should be reported to the Warden/Superintendent/designee immediately following the notification of emergency responders.

1.07 ACCESS TO SITE:

- A. Access is normally restricted to the period from 7:00 AM to 7:00 PM every weekday during daylight hours only. The Warden/Superintendent may vary these hours at their discretion. Contractor shall provide the Warden/Superintendent a minimum of forty-eight (48) hours' notice before working on Saturdays, Sundays or State of Tennessee holidays. If the Institution is officially closed due to an emergency condition or other State of Tennessee requirement, the Contractor will not be allowed to work.
- B. During Institution "Inmate Count Times", the Contractor will not be allowed to move construction employees between Inmate secure zones within the Institution's secure perimeter or be allowed access to the Sallyport/Vehicle Gate area(s).
- C. Contractor shall access site through a single point designated by the Warden/Superintendent. Random access to and from the project site will not be permitted. Fixed times for arrival and departure of most construction forces, as a group, should be established by mutual agreement between Contractor and the Warden/Superintendent. Changes and additions to normal working schedules shall be communicated to the Warden/Superintendent a minimum of 48 hours in advance.
- D. Sallyport/Vehicle Gate Access Procedures:
 - 1. During the pre-bid/construction conferences the Warden/Superintendent may identify specific windows of time that would be the least disruptive to the Institution for the movement of workers and/or materials through the Sallyport/Vehicle Gate in order to best accommodate the Contractor. Additional security staff may be assigned to assist with the processing procedures during the designated times.
 - 2. The Contractor shall provide legibly written inventories of all tools entering the Sallyport/Vehicle Gate. Documentation shall be by storage box and vehicle. See Section 1.11 Tools & Materials.
 - 3. The Contractor shall provide all required vehicle information in written form to the Sallyport officer. All vehicles will be searched. This search shall include all compartments, under the hood, and in other areas where contraband is likely to be hidden.
 - 4. Construction workers attempting to enter the Sallyport/Vehicle Gate without an approved background check will not be permitted access to the site.
- E. The Warden/Superintendent/designee will endeavor to notify the Contractor as soon as possible if a situation exists which may preclude timely access to or use of the project site.

1.08 SECURITY:

A. Security Officer Escort:

The Warden/Superintendent may establish a Construction Security point of contact to work with the Contractor and provide liaison between the construction project and the Facility. This staff security officer, if assigned, will be provided for normal Contractor work hours.

- 1. Normal Schedule – A block of hours scheduled between the hours of 7:00 AM to 7:00 PM during daylight hours as approved by the Warden/Superintendent. Up to Two (2) security officer escorts will be provided for normal Contractor work hours. Two (2) additional security officers may be provided (for limited duration) during normal work hours for vehicle escort when concrete placement or other intensive sally port

traffic operations take place. The Contractor shall submit a written request to the Warden/Superintendent or designee for use of these additional officers a minimum of 48-hours prior to their intended use. The project scope will dictate Contractor access and restrictions. At the Warden/Superintendent's discretion, additional security escorts may be provided when additional staff is available.

As directed by the Institutional Warden/Superintendent, the Contractor will make written notice to the Warden/Superintendent/designee of the planned escort requirements for the next week. This written notice will provide the Warden/Superintendent sufficient time to make the necessary schedule modifications to ensure that the appropriate numbers of escorts are available. For project accountability, escort officers scheduled will be required to report to the Institutional project assigned liaison (Cpl. or Maintenance Supervisor or above) for assignment. The Institutional project assigned liaison is responsible for ensuring that Institutional staff assigned is utilized appropriately. Should the Contractor's scheduled work for the day reduce the need for scheduled escorts, those escorts in excess of the need will be released from the detail for the day and report to the on duty shift commander unless otherwise directed by the Warden/Superintendent. The Institutional project assigned liaison will notify the Contractor and the Warden/Superintendent of this action. Should the Contractor determine that previously scheduled escorts will exceed his need for the next day's work; the Contractor is responsible for notifying the Warden/Superintendent prior to 4:00 PM on the day preceding the scheduled work to allow the Warden/Superintendent sufficient time to adjust schedules as necessary. Failure to notify the Warden/Superintendent in a timely manner to reschedule the escort staff may result in charges to the Contractor for previously scheduled time.

2. Normal Work Hours – Security escorts shall be provided for five 8-hour shifts per workweek. Additional escorts and/or overtime hours for security escorts may be provided at the discretion of the Warden/Superintendent. Costs for additional escorts and overtime hours shall be charged to the Contractor by the Institution.
3. Extended Schedule – All hours requested by the Contractor and approved by the Warden/Superintendent to extend work during hours of darkness or on weekends or holidays. During extended hours only two (2) security escort officers (one per crew) may be made available. The Contractor shall submit a written request to the Warden/Superintendent or designee for use of additional staff a minimum of 48 hours prior to their intended use.
4. The Contractor can purchase a limited quantity of additional security escorts in the following time increments in compliance with the following:
 - a. The dates and times that additional security escorts are available, and the quantities of escorts that are available are at the sole discretion of the Warden/Superintendent. The requirements of the Facility will not be superseded by the needs of the Contractor.
 - b. Payment(s) for additional escorts shall be made directly to the Institution by the Contractor on a monthly basis at the following rates per escort:

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| 4 hours = | \$95.00 |
| 8 hours = | \$189.00 |
| 10 hours = | \$237.00 |
 - c. Payments shall be made monthly to the Institution. Payments over thirty (30) calendar days past due shall incur interest per the General Conditions.
 - d. Security escorts required for non-conforming contract corrective work will not be provided at no-cost to the Contractor. The Contractor shall be responsible for all escort costs in blocks of time as per 1.08.4.b above.

5. Contractor shall endeavor to notify the Warden/Superintendent of non-workdays. Failure to provide notification within 8 hours of a scheduled work assignment/work day or failure to fully utilize the staffing scheduled may result in overtime costs incurred by the Institution to be charged to the Contractor.
 6. The correctional officer(s) assigned as a security escort has specific TDOC responsibilities to include (but not limited to):
 - a. Accountability and security of civilian workers within the Institution;
 - b. Accountability of tools and equipment introduced into the Institution;
 - c. Security of all vehicles and fuels (escort may hold the keys or install a disabling Device to the vehicle);
 - d. Separation of the Inmate general population should workers require access to Inmate accessible areas; and
 - e. Maintaining communication with Central Control.
 7. Security escorts shall not participate in construction activities, receive construction materials or remove construction materials, either demolished or surplus, from the project site. Specifically, this means that any services, parts, pieces, construction materials, supplies, or other goods purchased with State of Tennessee funds, whether directly or indirectly; whether removed from the project site or unused in the completion of the project, are to be disposed of in a manner acceptable to the State of Tennessee and SHALL NOT be diverted to the personal use of ANY persons whether they be a State Employee or not. Any such diversion of State purchased property or State funded services to personal use will be treated as theft in accordance with TCA 39-14-103 or TCA 39-14-104).
- B. The Contractor shall restrict the access of all persons entering upon the Owner's property in connection with the Work to the agreed upon access route, procedures and to the actual site of the Work.
 - C. The Contractor shall restrict activities of employees to authorized areas. Contractor employees shall not enter other Institution buildings unless it is directly related to the Work of this project.
 - D. The Warden/Superintendent may conduct random vehicle searches on all vehicles entering TDOC property. Institutional entrances are posted with prohibited items, i.e., weapons, drugs, alcohol, cell phones, tobacco products, etc. Vehicle searches may be conducted with the use of detection dogs. If weapons, drugs, ammunition, or alcohol are found in a construction worker's vehicle, the Owner operator is subject to arrest by local authorities and may be restricted from return to TDOC property. Persons with valid handgun carry permits may have their weapon on the TDOC property provided the weapon(s) are securely stored and out of sight in the employee's vehicle.
 - E. Individuals, vehicles, and construction facilities are subject to search at discretion of the Warden/Superintendent/designee. Searches of individuals may include strip search at the discretion of the Warden/Superintendent.
 - F. The Contractor shall, at the direction of the Warden/Superintendent, be required to make available keys for any on-site job trailers, storage boxes, equipment containers, etc. The Warden/Superintendent may require searches of these items or facilities at any time.
 - G. All Institutional areas are subject to video and audio surveillance at the direction and discretion of the Warden/Superintendent.

1.09 IDENTIFICATION OF CONTRACTOR'S PERSONNEL:

- A. All personnel shall be subject to a fingerprint background check conducted by the Institution prior to being permitted to enter the Institution. The Contractor/employee shall complete a Contractor Pre-Access Questionnaire form completing all indicated background check information. Additionally, the Contractor/employee will be available to the Institution to be fingerprinted as scheduled by the Institution. Background check forms provided by the Warden/Superintendent/designee must be completed prior to Contractor's mobilization to the site. Fingerprint background checks will be performed on employees, delivery drivers and vehicle operators employed by the Contractor, sub-Contractors and vendors. Any consistent driver that frequents the project site will require a background check. Contractor should assume that background checks will take a minimum of 7 business days to complete. The Contractor shall notify the Warden/Superintendent and complete the background check forms for all replacement and/or new employees, drivers, etc. not identified in the initial list of site personnel. Background checks may be repeated on any employee at any time. Any subsequent information, such as a recent arrest, may result in denial of access.
- B. A valid driver's license number, social security number, date of birth and/or other similar information is required for a background check. Background information will not be disclosed to or discussed with the Contractor. Per applicable laws and TDOC policy, background information will remain confidential.
- C. The Contractor shall identify for the Warden/Superintendent, promptly upon their employ, persons who have been previously convicted of a felony, incarcerated, or who have a family member currently incarcerated at the Institution. Warden/Superintendent may require such persons to be excluded from working on the premises.
- D. Denial of access decisions by the Warden/Superintendent will be final and non-negotiable.
- E. The Contractor shall notify the Warden/Superintendent immediately upon dismissal or arrest of an employee, but no later than 48-hours from the time the Contractor is informed. The Warden/Superintendent shall determine whether the employee may continue to have access to Institutional property.
- F. An identification card (or pass) may be provided to each construction worker who enters the secure confines of the Institution. Workers will be required to show a valid government issued photo identification card in order for a card to be issued. Identification cards shall be worn in plain sight at all times. If lost or stolen, report to the Warden/Superintendent for issuance of a new card. Identification cards shall be returned to the Warden/Superintendent upon completion of work or termination of employment. The cost of replacement cards/ID shall be the Contractor's responsibility.
- G. Construction Worker Apparel:
 - 1. Construction workers may be required to wear appropriate identification and clothing inside correctional facilities, which may consist of or be limited by:
 - a. Headwear of a specific color.
 - b. Shirt and/or vest of a specific color.
 - c. Other appropriate apparel as designated by the Warden/Superintendent/designee.
 - d. Wearing of camouflaged clothing is not allowed.
 - 2. Apparel depicting gang colors or symbols, contraband or inappropriate activity is not permitted. (An example would be a shirt or hat advertising beer or drug paraphernalia, etc.)

H. Construction workers shall be required to receive an ultraviolet ink stamp to facilitate processing egress.

1.10 JOB CONDITIONS:

A. Items that are not required for performance of work are not permitted. All unnecessary items must be removed from vehicles so that searches may proceed quickly.

B. The Contractor shall maintain safe, clean and ADA compliant fire exit paths of travel for building occupants, visitors, and staff at all times.

C. Association with Inmates:

1. Interaction with Inmates is not permitted.

2. Trafficking or trading in goods and other items as listed in sub-paragraph 1.10.D below with Inmates is not permitted.

3. The Department of Correction adheres to a policy of Zero Tolerance regarding workplace relationships with Inmates; see TN Code Annotated 41-21-241.

D. Tobacco Products, Alcoholic Beverages, Cell Phones, Weapons, Cash and Drugs:

1. All areas within the TDOC site are designated as NO SMOKING/TOBACCO FREE areas. The Contractor shall not allow any workers to use or to have in their possession tobacco products or tobacco related paraphernalia within the secure perimeter of the Institution. All tobacco related items must remain locked in the workers vehicle while on TDOC property.

2. Alcoholic beverages, non-permitted weapons, and illegal drugs are not allowed on TDOC property. Persons caught introducing illegal or banned items onto the grounds of a TDOC Institution are subject to confiscation of the disallowed items, removal from the site, termination of site access privileges and prosecution.

3. Individuals requiring prescription medications during the workday shall be required to produce the medication in the original packaging from the pharmacy with the prescription name and dosage (see TCA 39-16-201) and fill out a form, suitable to Warden/Superintendent, identifying them and their medication(s). The Contractor's Superintendent shall maintain a copy of the form(s) on file. Approval from the Warden/Superintendent /designee must be received before the medication(s) are allowed on site. Warden/Superintendent may require verification of prescription(s)/ medication(s). Warden/Superintendent may refuse to permit prescription/medications on site. Only enough medication for one day may be brought on site. It is highly encouraged, if possible, that medications be taken at a time that allows for meds to be left outside the secure perimeter. Narcotic meds will not be allowed on the secure compound.

4. All TDOC facilities are cashless, i.e., money in any denomination is identified as a contraband item. Contractor's employees are required to leave all cash/change, etc. outside of the secure perimeter.

E. Meals:

- f) Workers may be required to leave the Institution facilities to obtain meals. On-site meals may be allowed to enter the Institution at the Warden/Superintendent's discretion and if in compliance with TDOC and Institutional policies. Food service for construction workers is not available at the Facility unless so modified by the Warden/Superintendent during the Pre-Bid Conference and noted in a follow-up addendum.
 - 2. No food or beverages will be allowed through the checkpoint. Workers may purchase food and beverages from vending machines in the visitation area.
 - 3. If vending machines are available, they will be identified at the Pre-construction meeting. Vending Machines are generally cashless. Purchase cards may be purchased from the Institution.
- F. No cell phones (except as noted above), beepers, or other telecommunication Devices as defined by TCA Section 39-16-201, as amended, will be allowed through building checkpoints without approval of the Warden/Superintendent or designee.
- G. Without the Warden/Superintendent's prior written approval, no computers, laptops, PDA's, cameras or other similar computer electronic Devices will be allowed inside the Security Perimeters or through building and site checkpoints.
- H. Contractor required construction photographs, digital or otherwise, taken inside TDOC facilities or of the project site and buildings shall become the property of TDOC and shall not be used for purposes other than as progress photos and other than construction related reports without the express written permission of the Warden/Superintendent and the TDOC Director of Facilities, Planning & Construction. Any photographs, digital and print that include Inmate faces shall be immediately destroyed and not used or printed for any purpose. These requirements shall include photographs taken or construction photos used by the Contractor's sub-Contractors, vendors, etc. Use of finished construction photographs, to include web-based use, will not be allowed unless approved in advance by the TDOC Director of Facilities, Planning & Construction.

1.11 TOOLS AND MATERIALS:

- A. A Class A tool is defined as any instrument that could be utilized:
- 1. To attempt an escape,
 - 2. As a weapon,
 - 3. To fabricate other materials into a weapon
- B. Contractor shall make a concerted effort to introduce only necessary Class A tools into the Facility, and in the least possible number. Each toolbox and tool pouch entering the Facility shall have a pre-written inventory provided by the Contractor for its contents. TDOC staff will check tool, equipment and material inventories at all egress and exit control points. Lack of tool accountability and tool inventory is the primary cause for delay when processing through control points.
- C. Tools shall be kept in a secure (locked) toolbox when not in use and shall be inventoried on a twice daily basis to insure complete and total accountability. The Warden/Superintendent/designee may conduct an inventory of storage containers at any time as determined necessary.

- D. Hand tools shall be kept in Contractor's possession at all times when not properly stored. Tools shall be removed or placed in a locked toolbox, shed, trailer, or similar tool storage area outside the secure perimeter at the end of each workday. While the tools are being used, they shall be kept in view or on person. Broken or non-usable tools are to be disposed of away from Institutional property. Any missing tools, Devices, cellphones, radios, etc. are to be reported promptly to the Sallyport Officer and security escorts.
- E. Ramset tools may be stored on site; however, "shots" shall be removed daily from the TDOC site and all spent shot accounted for by the Contractor. Special procedures will be developed with the Institution concerning cutting pliers, bolt cutters, hacksaws and welding or cutting equipment.
- F. Storage of hand tools within the Security Perimeter is NOT permitted. Warden/Superintendent/ designee will designate an area for tool storage. Contractor shall provide a tool storage container and lock, a tool inventory, and provide a key to the Warden/Superintendent/designee until removal of container. The Warden/Superintendent/designee may conduct an inventory of storage containers at any time as determined necessary. The Warden/Superintendent may determine that a TDOC padlock and key controlled by the escort officer be required. The Contractor must maintain a complete and accurate list of all of the tools. Tools in locked tool storage containers shall be stored and organized in such a manner acceptable to the Warden/Superintendent/designee to facilitate ease of inventory, i.e. shadow boards or other acceptable method of tool storage. If at any time the Contractor fails to maintain acceptable organization of any tool storage container, the Contractor may be required to remove the tool storage container from the site. If tools are removed from the storage container for any reason (maintenance, repair, removal from the site, etc.), the tool inventory list for the specific storage container must be immediately updated to indicate that the tool is no longer part of the inventory.
- G. Workers shall not accept anything from an Inmate or provide any tools or supplies to an Inmate. Inmates are not permitted access to construction documents and related papers. Any theft should be reported immediately.
- H. Immediately report lost tools to the Warden/Superintendent/designee. If a tool is lost, the Contractor and all workers will not be allowed to leave the compound until the tool is accounted for or recovered. Example: A declaration that a tool is under a concrete pour or went out with a load of construction debris is NOT acceptable methods of accountability.
- I. All ladders shall be removed from inside the secure perimeter on a daily basis.
 - 1. Any ladder not in use within the secure perimeter shall be stored and secured to a fixed object with a chain and padlock. The security escort may ask to control the padlock key.
 - 2. No ladder shall be left unattended at any time within the secure perimeter. Security escorts shall not be utilized to monitor ladder access or use.
 - 3. All portable man-lift equipment shall be secured outside the Security Perimeter when not in use.
- J. Contractor shall be required to submit Safety Data Sheets (SDS) to the Facility Safety Officer (FSO) for any product, chemicals, and materials brought onto TDOC property. Contractor shall review SDS information and requirements for SDS Data submittal to the Institution's Facility Safety Officer prior to the start of Work.

1.12 CONTRACTOR USE OF PREMISES AND PRISON OCCUPANCY:

- A. Use of the premises by Contractor will be limited to the 'Site/Project Boundaries' as identified in the Contract Documents to include temporary facilities, and reasonable access thereto. Space for staging work, employee parking and related operations of Contractor and Contractor's employees may be provided, subject to availability. Coordinate use of premises under direction of the Warden/Superintendent.
- B. The Contractor is advised that the project site(s) are or will be active correctional facilities or other prison related areas, and they shall take all necessary precautions to assure the safety of the staff and Inmates, State of Tennessee employees, visitors and other Contractors day and night. The Contractor shall at all times conduct operations as to insure the least inconvenience and the greatest amount of safety and security for the State's use of other nearby areas by Inmates, State of Tennessee employees and the general public. The Contractor acknowledges that there are inherent dangers involved while working at a prison and TDOC will use ordinary care to keep the premises reasonably safe during the Contractor's access to the work site.
- C. The Contractor shall coordinate their work with the Institution's routine daily schedule (counts, meals, work call, etc.), and shall schedule and carry out its work such that the normal operations of the Facility are given first priority. This applies particularly to noise, utility, and security systems outages and restriction of access. Such construction operations shall frequently be carried on outside of the normal Contractor's working hours, and by overtime, weekend, and holiday work.
- D. Coordinate the performance of structural demolition or other noisy operations in or adjacent to occupied areas with the Warden/Superintendent to potentially exclude the hours between 8:00 AM and 4:00 PM, dependent upon accessibility and ongoing Institutional operations.
- E. For renovation projects, if the site is within a secure perimeter of an operational Institution, job trailers and storage trailers/units shall be located outside the secured perimeter of the Institution Facility as directed by the Warden/Superintendent. With the Warden/Superintendent's approval, job trailers may be located within the secure perimeter of the Institution if they are enclosed by a separate fence and are capable of being fully locked. The Warden/Superintendent shall approve all fencing details.
- F. Temporary Fire protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage the fire prevention program, associated fire watch plan, and communicate and coordinate site impact(s) with the Institutional Facility Safety Officer ("FSO").
- G. Provide and erect before any work begins, and maintain during the progress of the Work, all necessary dust partitions, protective and security barriers, warning signals, exit and directional signage and lighting. The extent of this work and details of construction shall be in accordance with the requirements of all Federal, State, and local ordinances, codes and requirements; and shall meet the approval of all authorities having jurisdiction and the Warden/Superintendent.
- H. Provide isolation of project work areas from occupied area(s) with barricades, plastic sheeting, plywood security walls, or temporary dust partition walls. The Contractor shall provide and maintain necessary barriers and protective Devices to control access to the work areas and to contain all work and storage areas such that adjoining building spaces, including walkways, corridors, stairs and doorways, remain accessible for the Institution's use but not accessible to the Inmate population.

- I. For renovation projects or other work that may impact adjacent occupied areas, the Contractor must take steps to protect existing equipment and materials and to minimize the infiltration of construction debris and dust into adjacent compartments. Barriers are classified as Non-Security Rated Areas and Security Rated Areas.
 1. Security-Rated Areas apply to all areas of the project that are considered Inmate accessible. The barrier applies to any surface or joint located within the confines of Security-Related Areas, including walls, floors, ceilings, accessories, furnishings, plumbing fixtures, sprinkler heads, electrical fixtures and Devices. On vertical surfaces, security rating generally ends ten (10) feet above any floor surfaces, or at ceiling or roof line lower than ten (10) feet. Anything above this level would be considered non-security rated unless noted otherwise.
 - a) Security Barriers: minimum 3-5/8-inch 20 ga. metal studs 16-inch on center with minimum sixteen (16) gauge security mesh and 3/4-inch fire-treated plywood on side accessible to Inmates.
 - b) Dust barriers: minimum 3-5/8-inch 20 ga. metal studs 16-inch on center with minimum 6 mil polyethylene and 5/8-inch gypsum board on one side.
 - c) Cover and protect existing light fixtures, HVAC supply and return grilles, electrical Devices/panels, etc. during the Work.
 2. Non-Security Rated Areas apply to any surface or joint located outside the confines of the Security-Rated areas, as follows:
 - a) Public lobbies, reception, waiting rooms and public toilets.
 - b) Staff corridors, staff locker rooms, staff training rooms and administrative offices.
 - c) Interior Control Rooms, equipment rooms, mechanical rooms, or vaults.
 - d) Areas above suspended ceilings when ceilings are at least 10-feet AFF, behind access panels, and within plumbing chases.
 - e) Roofs and equipment thereon.
 - f) Parking lots and all areas outside the secure perimeter fence.
- J. Control traffic to/from the work area(s) and occupied area(s) to prevent disruptions to the normal Facility operation.
- K. Modify HVAC equipment to pressurize occupied non-construction work area(s) to prevent the migration of offensive materials and odors from work area(s). Blank-off outside air intakes and/or return air grilles to prevent distribution of offensive materials and odors into occupied non-work areas. Contractor shall confirm design CFM for all spaces affected by modifications and adjustments made to existing systems, and re-balance HVAC system(s) for all systems modified during construction.

- L. The use of any “air hammers” or other impact equipment that will cause excessive noise or vibration shall be strictly prohibited during normal operational hours. Except for special situations where prior approval from the Warden/Superintendent/designee has been granted, the use of power impact tools for demolition is strictly prohibited inside occupied buildings.
- M. The use of any gasoline/kerosene/diesel-powered equipment inside occupied buildings shall be strictly prohibited, unless authorized by the Warden/Superintendent/designee.
- N. Exercise the utmost care to protect existing security systems, equipment, furniture, building finishes, site features and landscaping etc. from damage. Contractor shall report damage immediately, but no later than the end of the workday, to the Warden/Superintendent. Repair of security system cabling and cameras, lighting systems, fiber optic cabling and other critical systems shall be made immediately, and the costs of temporary replacement systems and TDOC labor, as needed, shall be the responsibility of the Contractor.
- O. Any portion of the existing buildings, furniture, equipment, etc. or existing utility and security services not included as part of the Work of this Contract or any portion of the Work damaged because of failure to provide the protection required, shall be removed and replaced with new materials and construction at the Contractor's expense. The work shall be accomplished subject to the Warden/Superintendent's approval.
- P. If the Contractor makes arrangements for closure of a corridor, hallway, egress routes, sidewalks, streets, etc. which provides access to other parts of the Institution's, building or office areas; the Contractor shall make provisions for alternative access to such other nearby areas. These proposed arrangements shall be acceptable to all authorities having jurisdiction and the Warden/Superintendent.
- Q. Institutional staff shall not receive deliveries for the Contractor or for the project. The Contractor shall receive all project related materials at their job site office or off-site, as required. Schedule deliveries to minimize use of site driveways and entrances.
- R. The Contractor, Sub-Contractors or their employees shall not use TDOC equipment or tools.

1.13 TRANSPORTATION FACILITIES:

- A. Provide adequate protection for lawns, curbs, and sidewalks over which trucks and equipment pass to reach the project site(s). Repair and replace all damaged lawns, curbs, sidewalks, and roadways at no cost to the Owner.
- B. Contractor shall provide flagmen and traffic control management while using areas of the project site or outside the project limits. The Contractor shall be responsible for maintaining pedestrian and vehicular traffic on local roads adjacent to and directly leading to and/or through the areas that are affected by the construction project. Prior to changing any traffic patterns, the Contractor shall submit a Maintenance-of-Traffic Plan identifying how the vehicular and pedestrian traffic flows will be modified, subject to the review and approval by the Warden/Superintendent, TDOC and authorities having jurisdiction. The Contractor shall provide proper signage and personnel to identify and manage temporary roadway relocations or locations where traffic may be impacted.
- C. Contractor's Vehicles

1. Personal vehicles for Contractor's employees shall be parked outside the secure perimeter of the Facility or to an off-site area as designated by the Warden/Superintendent. Parking permits may be required for all construction personnel and business vehicles. For any vehicles that are to be left overnight, the license number and numbers of vehicles must be reported to the Warden/Superintendent/designee on a daily basis. All vehicles left overnight shall be made inoperable.
2. Do not permit Contractor related vehicles to park on any street or other area of the Owner's property except in the area(s) so designated by the Warden/Superintendent/designee.
3. Vehicles and/or equipment, which cannot be taken outside the perimeter for refueling, will be refueled using gas cans. Once the refueling is completed the gas cans are to be removed from inside the Security Perimeter. No fuel tanks are permitted to be stored inside the Security Perimeter.
4. Work trucks, with logos and company names clearly visible, necessary to the progress of the project (as determined by the Warden/Superintendent) will be permitted on-site (within the secured perimeter) as needed if they are capable of being fully locked, including fuel tanks and tool compartments.
5. Vehicles entering the Security Perimeter site will be required to await an escort and remain in the company of the escort.
6. All vehicles shall be locked at all times. Any vehicle determined by the Warden/Superintendent to be a security threat, or represents what could be a threat, will not be allowed on state property.
7. All drivers shall have a valid driver's license. Vehicle drivers without a valid driver's license will not be granted access to TDOC property and may be banned from the site and subject to arrest by local authorities.

D. Construction Equipment:

1. "Street worthy" vehicles, such as automobiles or trucks, may not be stored within the secure perimeter during extended hours. Material delivery vehicles shall enter the compound, be unloaded, and depart the compound immediately after completion of the delivery. Tractors such as farm tractors and flatbed wagons are preferred for hauling materials from the staging area to the work area inside the secure perimeter.
2. Pending Warden/Superintendent's approval, during normal work hours the Contractor's superintendent may park one "street worthy" truck inside the Security Perimeter near the work area. The vehicle shall be locked, and the ignition key held by the security officer during the time the vehicle is parked. The vehicle shall have a locking gas cap.

1.14 WORK SEQUENCE:

- A. The Work shall be executed to minimize disruption of activities at the project site(s) or buildings. Contractor shall submit a written and graphic plan for staging of demolition work, staging of work, layout and location of material staging areas, location of dust prevention partitions, security and any required system outages within seven (7) calendar days from the Notice to Proceed date. The Plan shall be reviewed, revised as required and approved prior to initiation of Work at site.

- B. The Warden/Superintendent shall be notified in writing seventy-two (72) hours prior to any utility, communication, electronic security Device(s) and systems, or HVAC system cut-off. The required notification of a cut-off or interruptions shall include, but not be limited to, service(s) to be cut-off, the expected impact on the Facility, the date and time of the cut-off and the anticipated duration of the cut-off. Notification shall pertain to all or any portion of the project site(s), Institution buildings, adjacent State of Tennessee sites, or private properties required by the progress of the Work. The Warden/Superintendent shall have final approval of the exact time for and duration of any proposed shutdown.
1. Utility shutdowns or cut-offs impacting Central Control, medical and kitchen areas shall require a minimum of five (5) business days' notice and approval of the Warden/Superintendent.
 2. The Facility Safety Officer (FSO) and Facility Manager shall be notified to inspect and to determine that normal fire protection and utilities have been restored.
 3. Excessive scheduling of utility shutdowns or repeated requests to schedule and subsequent cancellation or re-scheduling of shutdowns may be subject to back-charges to the Contractor by the Institution.
 4. Utility disruptions will be allowed only when essential to the performance of the work, not for the convenience of the Contractor.
- C. Contractor shall not close-up, conceal or seal above ceiling spaces, utility chases or wall cavities without inspection and sign-off by the Warden/Superintendent or their designee. Provide the Warden/Superintendent a minimum of 24-hour notice of all required inspections. Failure to receive approval prior to concealment shall require the Contractor to provide adequate, as defined by the Warden/Superintendent, "open space" to inspect the concealed area before further work can proceed. Costs to repair/patch "open space" inspection holes shall be the Contractor's responsibility.

1.15 JOB SIGNS AND PUBLICITY RELEASES:

- A. Advertising Signage: The use or installation of Contractor or subcontractor advertising signage is prohibited. Do not display such advertising or job signs except as may be required for identification and deliveries.
- B. Owner-Furnished Warning Signs: Whenever required by the TDOC On-site Representative, TDOC furnished warning signs shall be posted in areas as directed.
- C. The Contractor, sub-Contractors, vendors, material suppliers, etc. shall not release any information, story, photograph, plan or drawing relating information about the project to anyone, including the press or other public communications mediums.

1.16 CARE OF EXISTING FACILITIES:

- A. The Contractor shall be responsible for repair or replacement of existing facilities including any landscaping, paving, security and fencing systems, roads and sidewalks, and building contents damaged as a result of the performance of the work. Any facilities, contents or finishes damaged shall be repaired or replaced with materials and workmanship equivalent to that employed in executing the original work, or replace with new products of equal or better quality and to the satisfaction of TDOC and Owner's Representative.

- B. The Contractor shall take care not to overload the existing structure by storing material, erecting shoring, placing equipment or other materials upon or against the building.
- C. Maintain portions of the existing buildings affected by construction operation in a weather-tight and physically secure condition throughout the construction period.

1.17 PRISON RAPE ELIMINATION ACT – PREA

- A. TDOC follows PREA's zero tolerance for sexual contact or sexual misconduct. If the Contractor's employee(s) engage in sexual contact or sexual misconduct with staff or Inmates, they will be referred for criminal prosecution when applicable.
- B. If a Contractor's employees witness sexual contact and/or sexual misconduct, they are required to report such incident immediately to the on-duty TDOC Shift Commander or the Warden/Superintendent

1.18 SPECIAL PAYMENT APPLICATION REQUIREMENTS:

- A. Refer to Section 01 29 73 – Schedule of Values, sub-paragraph 1.02.D; the Contractor's payment Application's Schedule of Values shall be subdivided and sub-totaled for each individual or distinct project work area or building as necessary for TDOC accounting or grant reporting.

RFP ATTACHMENT 6.8. Liquidated Damages Schedule

The State shall provide the Contractor with an invoice containing the Liquidated Damages that have been assessed for which the Contractor shall remit payment to the State within thirty (30) calendar days if said Liquidated Damages below are incurred.

| LIQUIDATED DAMAGES | |
|---|---|
| Description of Liquidated Damages Event | Amount |
| The Contractor applies unapproved charges/fees to a call and/or video visitation recipient's bill as identified in RFP Attachment 6.6., Pro Forma Contract Sections C.6. and C.7. | Five hundred dollars (\$500.00) per day from the date the additional charges/fees were first added to the called party's bill until the date the charges/fees are discontinued and each called party is refunded as referenced in RFP Attachment 6.6 Pro Forma Contract Sections C.6. and C.7. |
| The Contractor fails to install and/or maintain the required General Controls and/or Application Controls described in RFP Attachment 6.6. Pro Forma Contract, Section E.5. to prevent unauthorized access to the wireless network or an unauthorized wireless Network resulting in Free Calls, VVS Sessions and/or Tablet Service Transactions. | Two dollars (\$2.00) per completed, unauthorized Free Call, VVS Session, or Tablet Service Transaction until the breach is resolved. |
| The Contractor fails to implement and/or maintain the Single-Call feature in which the end-user is required to pay the per-minute Calling Rate plus an additional fee per call identified in RFP Attachment 6.6., Pro Forma Contract Section C.6.r. | Five hundred dollars (\$500.00) per day from the day the single-call feature was activated through the day the single-call feature is deactivated. |

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| <p>The Contractor fails to provide the State with Revenue Share payments, Traffic Detail Reports, Transaction Detail Reports, usage reports, Deposit and Transfer Detail Reports, billing files, CDRs and/or reports not containing the required fields, received by the State after the date specified as identified in RFP Attachment 6.6., Pro Forma Contract, Sections C.5. through C.10.</p> | <p>Five percent (5%) per month of the Revenue Share amount due the State until the Revenue Share Report is provided to the State in accordance with the requirements outlined in the Contract.</p> <p>Seven hundred fifty dollars (\$750.00) per month for each report not received by the due date specified or for each report that does not contain all of the fields and information as required.</p> <p>One hundred dollars (\$100.00) per day for any daily CDR report that is not submitted to the State by Contractor and for each day the CDR report does not contain all of the required fields and information.</p> |
| <p>Before any new Rate increases or decreases are implemented for any of the services required in this RFP, Contractor must submit a written request to receive approval from the State. The State shall respond in writing to Contractor's request. Unapproved adjustments implemented without the prior written approval from the State are subject to liquidated damages as specified in RFP Attachment 6.6., Pro Forma Contract, Section C.11.b.</p> | <p>Two dollars (\$2.00) per completed call in which unauthorized rates were applied.</p> |
| <p>The Contractor fails to secure the express written consent of the State before implementing or removing the bill processing type and/or the completion of inmate telephone calls as detailed in RFP Attachment 6.6 Pro Forma Contract Section C.6.</p> | <p>Five hundred dollars (\$500.00) per day for each day the bill type is implemented or removed.</p> |
| <p>The Contractor fails to install the initial and/or additional requested telephones and communication equipment as specified in the Implementation Plan and RFP Attachment 6.6 Pro Forma Contract Sections A.3., A.9., and A.12.</p> | <p>Five hundred dollars (\$500.00) per day for each day the after the agreed-upon date outlined in the Contract until the installation is complete.</p> |

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| <p>The Contractor fails to resolve any reported repairs or replacements within ten (10) calendar days of Contractor receiving notice of the problem from the State, the Contractor may be liable for Liquidated Damages as specified in RFP Attachment 6.6. Pro Forma Contract Section A.8.a.7.</p> | <p>Five hundred dollars (\$500.00) for each day beyond the required timeframe in which the Contractor fails to resolve the reported repair or replacement.</p> |
| <p>The Contractor fails to properly save recordings from ITS, visitation telephones, VVS and Tablet Services as required and referenced in RFP Attachment 6.6., Pro Forma Contract, Sections A.9.d.10., A.10.b.13., A.10.f.9., A.10.f.16., and A.11.d.3.a.</p> | <p>One thousand dollars (\$1,000.00) per occurrence in which the Contractor fails to provide the saved recordings for State inspection or investigation purposes.</p> |
| <p>The Contractor fails to adhere to the State's performance process when upgrading the ITS, VVS, Kiosk Services, Tablet Services, software, equipment, or performing any changes impact the delivery of services as required and referenced under RFP Attachment 6.6., Pro Forma Contract Section A.9.g.</p> | <p>Five hundred dollars (\$500.00) per occurrence in which the Contractor fails to adhere to these performance guidelines.</p> |
| <p>The Contractor fails to make certain that the security of the Kiosk Services is free from compromise and prevents Inmates from gaining unauthorized access to applications or to the internet as set forth in RFP Attachment 6.6., Pro Forma Contract Section A.12.</p> | <p>Three hundred and fifty dollars (\$350.00) per day from the first date the Kiosk Services were compromised through the date in which the Contractor resolved the security breach.</p> |
| <p>The Contractor fails to make certain that the security of the Tablet Services is free from compromise and prevents Inmates from gaining unauthorized access to applications or to the internet as set forth in RFP Attachment 6.6., Pro Forma Contract Section A.14.</p> | <p>Five hundred dollars (\$500.00) per day from the first date the Tablet Services were compromised through the date the security breach is resolved.</p> |
| <p>The Contractor fails to issue refunds to all overcharged end-users or Inmates, within five (5) business days who were overcharged for services specified in RFP Attachment 6.6., Pro Forma Contract, Section C.11.c.</p> | <p>Three hundred and fifty dollars (\$350.00) per day from the first date the Applications, Kiosk Services or Tablet Services were charged incorrectly through the date the Contractor discontinues the unapproved fees or charges.</p> |