



STATE OF TENNESSEE
DEPARTMENT OF COMMERCE AND INSURANCE
TENNESSEE EMERGENCY COMMUNICATIONS BOARD

**REQUEST FOR PROPOSALS
FOR
NEXT GENERATION 911
EMERGENCY COMMUNICATION SERVICES**

RFP # 33501-215002

RELEASE #2

1. INTRODUCTION

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

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

1.1. Statement of Procurement Purpose

Please see Pro Forma Attachment A for all solicitation definitions.

TECB is a nine-member board administratively attached to the Tennessee Department of Commerce and Insurance. It is responsible for assisting each of the one hundred (100) emergency communications districts (ECDs) with management, operations and accountability as well as establishing emergency communications for all of the State’s residents and visitors. This includes providing the network and call-routing infrastructure that supports the delivery of requests for 911 assistance to each of the public safety answering points (PSAPs) within the ECDs.

TECB has led the way concerning Next Generation 911 (NG911) and has been recognized as a national leader¹ and early adopter of NG911 through the implementation of an Emergency Services Internet Protocol Network (ESInet) and a transitional Internet Protocol Selective Router (IPSR) solution. This RFP seeks to advance the infrastructure to account for the evolution of standards, technology, and services taking place in the public safety community. In doing so, TECB will further enhance the capabilities of 911 services and evolving technologies for both the individuals needing emergency assistance and the PSAPs responding to those in need of help.

1.1.1. Current Environment:

The State has a population of more than six million, six hundred thousand (6,600,000) people, with one hundred (100) ECDs serving one hundred nineteen (119) primary, sixteen (16) secondary, and twenty-nine (29) backup PSAPs. While the majority of the ECDs have a single PSAP, several serve multiple PSAPs in their districts. A full list of PSAPs with addresses, position counts, call volumes, and populations are attached hereto as Attachment A. The State network processes an average of three million, two hundred sixty thousand (3,260,000) calls per year.

The State is in the process of transitioning from the original IPSR solution, which utilizes Network Tennessee (NetTN) as the ESInet, to the nationwide AT&T ESInet service. The State anticipates that this process will be complete by March 2021. The State aggregation sites for NetTN and AT&T’s ESInet are located in Memphis, Nashville, Chattanooga, and Knoxville. Originating service provider (OSP) traffic is aggregated to two of the four locations. With approximately 2900 (+/- 10 percent) circuits terminating to each pair. There are approximately forty-one (41) total wireline carriers, twenty-two (22) competitive local exchange carriers (CLECs) and nineteen (19) incumbent local exchange carriers (ILECs) in the state.

Since the implementation of NG911, the State and PSAPs have worked to enhance capabilities and advance the infrastructure needed as technologies evolve, including geographic information systems (GIS), operations, text-to-911, location accuracy, call handling, and Emergency Call Tracking System (ECaTS).

¹ NG911 Institute 2017 Outstanding 911 Call Center/Program

Geographic Information System:

While the current solution does not utilize geospatial routing, the State and PSAPs have expended considerable effort in developing the GIS datasets necessary for the implementation of geospatial routing. Among the State's 911 authorities, approximately 96 percent have achieved an 89 percent or better match between their site/structure address point (SSAP) and road centerline (RCL) datasets, with 65 percent achieving 98 percent SSAP-to-RCL match.

Operations:

The network includes a single Internet Protocol (IP) connection into each PSAP. The PSAPs have worked to identify routing rules in the event of outages or other issues concerning the network and/or PSAP operations.

Text-to-911:

A handful of PSAPs have deployed text-to-911 service, with approximately twenty (20) that have deployments in progress. For the many that have not initiated deployments, they are awaiting integrated text-to-911 capabilities via the NG911 network.

Location Accuracy:

Three Tennessee PSAPs supported RapidSOS trials in 2017. This generated great interest throughout the State, leading to several PSAPs integrating the RapidSOS Portal, formerly known as RapidLite, which provides web access to data stored in the company's public safety clearinghouse.

Call Handling:

The State enables the PSAPs to deploy an Intrado VIPER® call-handling-as-a-service (CHaaS) solution that utilizes the current IPSR and NetTN ESInet. There are approximately twenty-eight (28) PSAPs with one hundred six (106) positions that have deployed, and another thirteen (13) PSAPs that anticipate deployment over the next year.

Emergency Call Tracking System (ECaTS):

TECB is in the process of implementing a statewide dashboard that provides visibility into the network availability of each PSAP. More than seventy (70) PSAPs have implemented the platform in their facilities and approximately another thirty (30) are in progress. This tool provides visibility regarding the status of PSAPs across the State and offers PSAPs a similar view. Some PSAPs have taken advantage of ECaTS' additional reporting capabilities.

1.1.2. Summary of Requirements:

This procurement is of great importance to TECB and PSAPs in Tennessee. The State expects enhanced capabilities, functionalities, and services to be available to all PSAPs through the completion of NG911 service transition prior to expiration of the State's current ESInet/IPSR contract in June 2023. In addition to meeting the transition timeline, key elements for this service must include the following as detailed in the pro forma contract:

- An ESInet and National Emergency Number Association (NENA) i3-conformant Next Generation Core Services (NGCS) solution that is secure, reliable, resilient, redundant, and diverse
- An open-vendor ecosystem that provides quick implementation of new integrated services as public safety technologies and capabilities advance

- Use of the state’s existing GIS data for address validation at the SSAP level; address validation with centerline ranges is not acceptable
- Integrated text-to-911
- Integrated real-time text-to-911
- CHaaS – optional service for PSAPs
- Integration with third-party commercial location information servers (LIS)
- Integration with third-party commercial additional data repositories (ADR)
- Use of the industry’s PSAP Credentialing Agency (PCA)
- Exceptional network operation center (NOC) and technical support
- Timely communication from the NOC and project management
- Dedicated client manager
- Flexible dashboards and analytics
- Voice and data interoperability with neighboring ESInets
- User training regarding transition requirements, processes, and tools available with the service
- Execution and verification of NENA i3 conformance testing

1.1.3. For the proposed contract, the estimated range for the contract is between Seventy-Five Million Dollars and Zero cents (\$75,000,000.00) and Ninety-Three Million Five Hundred Thousand Dollars and Zero Cents (\$93,500,000.00).

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

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

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

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

1.3. Nondiscrimination

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

1.4. RFP Communications

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

RFP # 33501-215002

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

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

Kayla Cook, Sourcing Account Specialist
Tennessee Department of General Services
Central Procurement Office
WRS Tennessee Tower, 3rd Floor
312 Rosa L. Parks Avenue
Nashville, Tennessee 37243
E-mail Address: kayla.r.cook@tn.gov
Telephone (615) 741-9496

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

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

Maliaka Bass, Deputy General Counsel
Department of Commerce and Insurance
500 James Robertson Parkway
Nashville, Tennessee 37243
maliaka.bass@tn.gov
Telephone (615) 741-2199

- 1.4.3. Only the State's official, written responses and communications with Respondents are binding with regard to this RFP. Oral communications between a State official and one or more Respondents are unofficial and non-binding.
- 1.4.4. Potential Respondents must ensure that the State receives all written questions and comments, including questions and requests for clarification, no later than the Written Questions & Comments Deadline detailed in the RFP Section 2, Schedule of Events.
- 1.4.5. Respondents must assume the risk of the method of dispatching any communication or response to the State. The State assumes no responsibility for delays or delivery failures resulting from the Respondent's method of dispatch. It is encouraged for suppliers to submit bids digitally.
- 1.4.6. The State will convey all official responses and communications related to this RFP to the prospective Respondents from whom the State has received a Notice of Intent to Respond (refer to RFP Section 1.7).
- 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](https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/supplier-information/request-for-proposals--rfp--opportunities1.html) to the following:
<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.

All statistical or fiscal data or information provided by the State in conjunction with this RFP, whether by way of exhibits, amendments or modifications to this RFP, are provided by the State "as is." The State expressly disclaims any warranty as to the accuracy or the adequacy of any statistical or fiscal data that it provides to Respondents. A Respondent's reliance upon the accuracy or adequacy of such data shall not be the basis of relief from contract performance or recovery of actual, consequential or punitive damages from the State.

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

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

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

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

1.7. **Notice of Intent to Respond**

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

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

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

1.8. Response Deadline

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

1.9. Performance Bond

The State shall require a performance bond upon approval of a contract pursuant to this RFP. The amount of the performance bond shall be an annual sum equal to twenty-five percent (25%) of the Maximum Liability of the contract and, thereafter, a new performance bond in an amount of one hundred percent (100%) of the Maximum Liability of the contract, and said amount shall not be reduced at any time during the period of the contract:

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

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

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

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

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

2. RFP SCHEDULE OF EVENTS

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

EVENT	TIME (central time zone)	DATE
1. RFP Issued		March 22, 2021
2. Disability Accommodation Request Deadline	2:00 p.m.	March 25, 2021
3. Notice of Intent to Respond Deadline	2:00 p.m.	March 26, 2021
4. Written "Questions & Comments" Deadline	2:00 p.m.	April 5, 2021
5. State Response to Written "Questions & Comments"		April 26, 2021
6. Response Deadline	12:00 p.m.	July 12, 2021
7. State Completion of Technical Response Evaluations		August 3, 2021
8. State Opening & Scoring of Cost Proposals	9:00 a.m.	August 4, 2021
9. Negotiations (Optional)		August 5 – 16, 2021
10. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	August 17, 2021
11. End of Open File Period		August 24, 2021
12. State sends contract to Contractor for signature		August 25, 2021
13. Contractor Signature Deadline	2:00 p.m.	August 27, 2021

2.2. **The State reserves the right, at its sole discretion, to adjust the RFP Schedule of Events as it deems necessary.** Any adjustment of the Schedule of Events shall constitute an RFP amendment, and the State will communicate such to prospective Respondents from whom the State has received a Notice of Intent to Respond (refer to section 1.7).

3. RESPONSE REQUIREMENTS

3.1. Response Form

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

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

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

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

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

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

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

3.2. Response Delivery

3.2.1. A Respondent must ensure that both the Technical Response and Cost Proposal files meet all form and content requirements, including all required signatures, as detailed within this RFP, as may be amended.

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

3.2.2.1. Digital Media Submission

3.2.2.1.1. Technical Response

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

"RFP # 33501-215002 TECHNICAL RESPONSE ORIGINAL"

and twelve (12) digital copies of the Technical Response each in the form of one (1) digital document in "PDF" format properly recorded on its own otherwise blank, standard CD-R recordable disc or USB flash drive clearly labeled:

"RFP # 33501-215002 TECHNICAL RESPONSE COPY"

The customer references should be delivered by each reference in accordance with RFP Attachment 6.2, Section B.17.

"RFP # 33501-215002 TECHNICAL RESPONSE COPY"

3.2.2.1.2. Cost Proposal:

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

"RFP # 33501-215002 COST PROPOSAL"

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

3.2.2.2. E-Mail Submission

3.2.2.2.1. Technical Response

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

“RFP #33501-215002 TECHNICAL RESPONSE”

The customer references should be delivered by each reference in accordance with RFP Attachment 6.2, Section B.17.

3.2.2.2.2. Cost Proposal

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

“RFP #33501-215002 COST PROPOSAL”

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

- 3.2.3. For e-mail submissions, the Technical Response and Cost Proposal documents must be dispatched to the Solicitation Coordinator in separate e-mail messages. For digital media submissions, a Respondent must separate, seal, package, and label the documents and copies for delivery as follows:
- 3.2.3.1. The Technical Response and copies must be placed in a sealed package that is clearly labeled:
- “DO NOT OPEN... RFP # 33501-215002 TECHNICAL RESPONSE FROM [RESPONDENT LEGAL ENTITY NAME]”**
- 3.2.3.2. The Cost Proposal must be placed in a separate, sealed package that is clearly labeled:
- “DO NOT OPEN... RFP # 33501-215002 COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]”**
- 3.2.3.3. The separately, sealed Technical Response and Cost Proposal components may be enclosed in a larger package for mailing or delivery, provided that the outermost package is clearly labeled:
- “RFP # 33501-215002 SEALED TECHNICAL RESPONSE & SEALED COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]”**
- 3.2.3.4. Any Respondent wishing to submit a Response in a format other than digital may do so by contacting the Solicitation Coordinator.
- 3.2.4. A Respondent must ensure that the State receives a response no later than the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events at the following address:

Kayla Cook, Sourcing Account Specialist
Tennessee Department of General Services
Central Procurement Office
WRS Tennessee Tower, 3rd Floor
312 Rosa L. Parks Avenue
Nashville, Tennessee 37243
E-mail Address: kayla.r.cook@tn.gov
Telephone (615) 741-9496

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 Respondent shall not include in its response, or after contract award, any end-user license agreement, manufacturer's terms and conditions, service guide, clickwrap agreement, shrinkwrap agreement, online terms and conditions, or other terms and conditions that supplement, modify, or contradict the terms set forth in the *pro forma* contract.
- 3.3.3. A response must not restrict the rights of the State or otherwise qualify either the offer to deliver goods or provide services as required by this RFP or the Cost Proposal. If a response restricts the rights of the State or otherwise qualifies either the offer to deliver goods or provide services as required by this RFP or the Cost Proposal, the State, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it.
- 3.3.4. 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.
- 3.3.5. A Cost Proposal must be prepared and arrived at independently and must not involve any collusion between Respondents. The State will reject any Cost Proposal that involves collusion, consultation, communication, or agreement between Respondents. Regardless of the time of detection, the State will consider any such actions to be grounds for response rejection or contract termination.
- 3.3.6. 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.
- 3.3.7. A Respondent must not submit more than one Technical Response and one Cost Proposal in response to this RFP, except as expressly requested by the State in this RFP. If a Respondent submits more than one Technical Response or more than one Cost Proposal, the State will deem all of the responses non-responsive and reject them.
- 3.3.8. A Respondent may 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.
- 3.3.9. 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:
 - 3.3.9.1. An individual shall be deemed a State employee until such time as all compensation for salary, termination pay, and annual leave has been paid;
 - 3.3.9.2. A contract with or a response from a company, corporation, or any other contracting entity in which a controlling interest is held by any State employee shall be considered to be a contract with or proposal from the employee; and
 - 3.3.9.3. A contract with or a response from a company, corporation, or any other contracting entity that employs an individual who is, or within the past six (6) months has been, a State employee shall not be considered a contract with or a proposal from the employee and shall not constitute a prohibited conflict of interest.
- 3.3.10. This RFP is also subject to Tenn. Code Ann. § 12-4-101—105.

3.4. **Response Errors & Revisions**

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

3.5. **Response Withdrawal**

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

3.6. **Additional Services**

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

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

3.7. **Response Preparation Costs**

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

4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS

4.1. RFP Amendment

The State at its sole discretion may amend this RFP, in writing, at any time prior to contract award. However, prior to any such amendment, the State will consider whether it would negatively impact the ability of potential Respondents to meet the response deadline and revise the RFP Schedule of Events if deemed appropriate. If an RFP amendment is issued, the State will convey it to potential Respondents who submitted a Notice of Intent to Respond (refer to RFP Section 1.7). A response must address the final RFP (including its attachments) as amended.

4.2. RFP Cancellation

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

4.3. State Right of Rejection

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

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

4.4. Assignment & Subcontracting

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

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

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

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

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

4.5. Right to Refuse Personnel or Subcontractors

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

4.6. **Insurance**

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

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

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

4.8. **Disclosure of Response Contents**

- 4.8.1. All materials submitted to the State in response to this RFP shall become the property of the State of Tennessee. Selection or rejection of a response does not affect this right. By submitting a response, a Respondent acknowledges and accepts that the full response contents and associated documents will become open to public inspection in accordance with the laws of the State of Tennessee.
- 4.8.2. The State will hold all response information, including both technical and cost information, in confidence during the evaluation process.
- 4.8.3. Upon completion of response evaluations, indicated by public release of a Notice of Intent to Award, the responses and associated materials will be open for review by the public in accordance with Tenn. Code Ann. § 10-7-504(a)(7).

4.9. **Contract Approval and Contract Payments**

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

- 4.9.3. No payment will be obligated or made until the relevant Contract is approved as required by applicable statutes and rules of the State of Tennessee.
- 4.9.3.1. The State shall not be liable for payment of any type associated with the Contract resulting from this RFP (or any amendment thereof) or responsible for any goods delivered or services rendered by the Contractor, even goods delivered or services rendered in good faith and even if the Contractor is orally directed to proceed with the delivery of goods or the rendering of services, if it occurs before the Contract Effective Date or after the Contract Term.
- 4.9.3.2. All payments relating to this procurement will be made in accordance with the Payment Terms and Conditions of the Contract resulting from this RFP (refer to RFP Attachment 6.6., *Pro Forma Contract*, Section C).
- 4.9.3.3. If any provision of the Contract provides direct funding or reimbursement for the competitive purchase of goods or services as a component of contract performance or otherwise provides for the reimbursement of specified, actual costs, the State will employ all reasonable means and will require all such documentation that it deems necessary to ensure that such purchases were competitive and costs were reasonable, necessary, and actual. The Contractor shall provide reasonable assistance and access related to such review. Further, the State shall not remit, as funding or reimbursement pursuant to such provisions, any amounts that it determines do not represent reasonable, necessary, and actual costs.

4.10. **Contractor Performance**

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

4.11. **Contract Amendment**

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

4.12. **Severability**

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

4.13. **Next Ranked Respondent**

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

5. EVALUATION & CONTRACT AWARD

5.1. Evaluation Categories & Maximum Points

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

EVALUATION CATEGORY	MAXIMUM POINTS POSSIBLE
General Qualifications & Experience (refer to RFP Attachment 6.2., Section B)	30
Technical Qualifications, Experience & Approach (refer to RFP Attachment 6.2., Section C)	50
Cost Proposal (refer to RFP Attachment 6.3.)	20

5.2. Evaluation Process

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

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

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

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

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

5.2.1.3. Proposal Evaluation Team members will independently evaluate each Technical Response (that is responsive to the RFP) against the evaluation criteria in this RFP,

and will score each in accordance with the RFP Attachment 6.2., Technical Response & Evaluation Guide.

- 5.2.1.4. For each response evaluated, the Solicitation Coordinator will calculate the average of the Proposal Evaluation Team member scores for RFP Attachment 6.2., Technical Response & Evaluation Guide, and record each average as the response score for the respective Technical Response section.
- 5.2.1.5. Before Cost Proposals are opened, the Proposal Evaluation Team will review the Technical Response Evaluation record and any other available information pertinent to whether or not each Respondent is responsive and responsible. If the Proposal Evaluation Team identifies any Respondent that does not meet the responsive and responsible thresholds such that the team would not recommend the Respondent for Cost Proposal Evaluation and potential contract award, the team members will fully document the determination.
- 5.2.2. **Cost Proposal Evaluation.** The Solicitation Coordinator will open for evaluation the Cost Proposal of each Respondent deemed by the State to be responsive and responsible and calculate and record each Cost Proposal score in accordance with the RFP Attachment 6.3., Cost Proposal & Scoring Guide.
- 5.2.3. **Clarifications and Negotiations:** The State reserves the right to award a contract on the basis of initial responses received, therefore, each response shall contain the Respondent's best terms and conditions from a technical and cost standpoint. The State reserves the right to conduct clarifications or negotiations with one or more Respondents. All communications, clarifications, and negotiations shall be conducted in a manner that supports fairness in response improvement.
 - 5.2.3.1. **Clarifications:** The State may identify areas of a response that may require further clarification or areas in which it is apparent that there may have been miscommunications or misunderstandings as to the State's specifications or requirements. The State may seek to clarify those issues identified during one or multiple clarification rounds. Each clarification sought by the State may be unique to an individual Respondent, provided that the process is conducted in a manner that supports fairness in response improvement.
 - 5.2.3.2. **Negotiations:** The State may elect to negotiate with one or more Respondents by requesting revised responses, negotiating costs, or finalizing contract terms and conditions. The State reserves the right to conduct multiple negotiation rounds or no negotiations at all.
 - 5.2.3.3. **Cost Negotiations:** All Respondents, selected for negotiation by the State, will be given equivalent information with respect to cost negotiations. All cost negotiations will be documented for the procurement file. Additionally, the State may conduct target pricing and other goods or services level negotiations. Target pricing may be based on considerations such as current pricing, market considerations, benchmarks, budget availability, or other methods that do not reveal individual Respondent pricing. During target price negotiations, Respondents are not obligated to reduce their pricing to target prices, but no Respondent is allowed to increase prices.
 - 5.2.3.4. If the State determines that it is unable to successfully negotiate terms and conditions of a contract with the apparent best evaluated Respondent, the State reserves the right to bypass the apparent best evaluated Respondent and enter into terms and conditions contract negotiations with the next apparent best evaluated Respondent.

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

5.3. Contract Award Process

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

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

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

RFP # 33501-215002 STATEMENT OF CERTIFICATIONS AND ASSURANCES

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

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

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

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

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

SIGNATURE:

PRINTED NAME & TITLE:

DATE:

**RESPONDENT LEGAL ENTITY
NAME:**

TECHNICAL RESPONSE & EVALUATION GUIDE

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

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

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		The Response must be delivered to the State no later than the Response Deadline specified in the RFP Section 2, Schedule of Events.	
		The Technical Response and the Cost Proposal documentation must be packaged separately as required (refer to RFP Section 3.2., <i>et. seq.</i>).	
		The Technical Response must NOT contain cost or pricing information of any type.	
		The Technical Response must NOT contain any restrictions of the rights of the State or other qualification of the response.	
		A Respondent must NOT submit alternate responses (refer to RFP Section 3.3.).	
		A Respondent may submit multiple responses in different forms (as a prime and a subcontractor) (refer to RFP Section 3.3.).	
	A.1.	Provide the Statement of Certifications and Assurances (RFP Attachment 6.1.) completed and signed by an individual empowered to bind the Respondent to the provisions of this RFP and any resulting contract. The document must be signed without exception or qualification.	
	A.2.	Provide a statement, based upon reasonable inquiry, of whether the Respondent or any individual who shall cause to deliver goods or perform services under the contract has a possible conflict of interest (<i>e.g.</i> , employment by the State of Tennessee) and, if so, the nature of that conflict. NOTE: Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to cancel any award.	
	A.3.	Provide 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.4.	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.	

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
	A.5.	<p>Provide a current credit rating from Moody's, Standard & Poor's, A.M. Best or Fitch Ratings, verified and dated within the last three (3) months and indicating a positive credit rating for the Respondent.</p> <p>OR, in lieu of the aforementioned credit rating, provide an official document or letter from an accredited credit bureau, verified and dated within the last three (3) months and indicating a satisfactory credit score for the Respondent (NOTE: A credit bureau report number without the full report is insufficient and will <u>not</u> be considered responsive.)</p>	
	A.6.	<p>Provide a confirmation statement that if awarded the contract, the Respondent will 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> <p>(a) Name of the Insurance Company</p> <p>(b) Respondent's Name and Address as the Insured</p> <p>(c) Policy Number</p> <p>(d) The following minimum insurance coverages:</p> <p>(i) Workers' Compensation/ Employers' Liability with a limit not less than the relevant statutory amount or WRITTEN AMOUNT Dollars (\$NUMBER AMOUNT) per occurrence for employers' liability;</p> <p>(ii) Comprehensive Commercial General Liability (including personal injury and property damage, premises/operations, independent contractor, contractual liability and completed operations/products) with a bodily injury/property damage combined single limit not less than WRITTEN AMOUNT Dollars (\$NUMBER AMOUNT) per occurrence and WRITTEN AMOUNT Dollars (\$NUMBER AMOUNT) aggregate;</p> <p>(iii) Automobile Coverage (including owned, leased, hired, and non-owned vehicles) with a bodily injury/property damage combined single limit not less than WRITTEN AMOUNT Dollars (\$NUMBER AMOUNT) per occurrence; and</p> <p>(iv) Professional Liability with a limit of not less than WRITTEN AMOUNT Dollars (\$NUMBER AMOUNT) per claim and WRITTEN AMOUNT Dollars (\$NUMBER AMOUNT) in the aggregate.</p> <p>(e) The following information applicable to each type of insurance coverage:</p> <p>(i) Coverage Description,</p> <p>(ii) Exceptions and Exclusions,</p> <p>(iii) Policy Effective Date,</p> <p>(iv) Policy Expiration Date, and</p> <p>(v) Limit(s) of Liability.</p>	
	A.7.	<p>Provide the Respondent's most recent independent audited financial statements. Said independent audited financial statements <u>must</u>:</p> <p>(1) reflect an audit period for a fiscal year ended within the last 36 months;</p> <p>(2) be prepared with all monetary amounts detailed in United States currency;</p> <p>(3) be prepared under United States Generally Accepted Accounting Principles (US GAAP);</p>	

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		<p>(4) include the auditor’s opinion letter; financial statements; and the notes to the financial statements; and</p> <p>(5) be deemed, in the sole discretion of the State to reflect sufficient financial stability to undertake the subject contract with the State if awarded pursuant to this RFP.</p> <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 that the person or entity who renders an opinion regarding the Respondent’s financial status is licensed, including the license number and state in which the person or entity is licensed.</p> <p>OR, in lieu of the aforementioned independent audited financial statements, provide a financial institution’s letter of commitment for a general Line of Credit in the amount of WRITTEN AMOUNT ≥ ONE MILLION DOLLARS (\$NUMBER AMOUNT), U.S. currency, available to the Respondent. Said letter <u>must</u> specify the Respondent’s name, be signed and dated within the past three (3) months by an authorized agent of the financial institution, and indicate that the Line of Credit shall be available for at least PERIOD ≥ 6 MONTHS.</p>	
	A.8.	Provide a statement confirming that, if awarded a contract pursuant to this RFP, the Respondent shall deliver a Performance Bond to the State in accordance with the requirements of this RFP. The statement must be signed by an individual with legal authority to bind the Respondent to the provisions of this RFP and any contract awarded pursuant to it.	
	A.9.	Provide a copy of Respondent's Acceptable Use Policy.	
	A.10.	Provide documentation of Respondent’s proposed billing escalation process in accordance with Section C.5. of the Pro Forma Contract.	
<p><i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i></p>			

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION B: GENERAL QUALIFICATIONS & EXPERIENCE. The Respondent must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below. 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>i.e.</i> , individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and business location (physical location or domicile).
	B.3.	Detail the number of years the Respondent has been in business.
	B.4.	Briefly describe how long the Respondent has been providing the goods or services required by this RFP.
	B.5.	Describe the Respondent's number of employees, client base, and location of offices.
	B.6.	Provide a statement of whether there have been any mergers, acquisitions, or change of control of the Respondent within the last ten (10) years. If so, include an explanation providing relevant details.
	B.7.	Provide a statement of whether the Respondent or, to the Respondent's knowledge, any of the Respondent's employees, agents, independent contractors, or subcontractors, involved in the delivery of goods or performance of services on a contract pursuant to this RFP, have been convicted of, pled guilty to, or pled <i>nolo contendere</i> to any felony. If so, include an explanation providing relevant details.
	B.8.	Provide a statement of whether, in the last ten (10) years, the Respondent has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors. If so, include an explanation providing relevant details.
	B.9.	Provide a statement of whether there is any material, pending litigation against the Respondent that the Respondent should reasonably believe could adversely affect its ability to meet contract requirements pursuant to this RFP or is likely to have a material adverse effect on the Respondent's financial condition. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it would impair the Respondent's performance in a contract pursuant to this RFP. NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of license for each person or entity that renders such opinions.
	B.10.	Provide a statement of whether there are any pending or in progress Securities Exchange Commission investigations involving the Respondent. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it will impair the Respondent's performance in a contract pursuant to this RFP.

RFP ATTACHMENT 6.2. — SECTION B (continued)

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

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<p>(iii) names and ownership characteristics (i.e., ethnicity, gender, service-disabled veterans, or disability) of anticipated subcontractors and supply contractors.</p> <p>NOTE: In order to claim status as a Diversity Business Enterprise under this contract, businesses must be certified by the Governor's Office of Diversity Business Enterprise (Go-DBE). Please visit the Go-DBE website at https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9810 for more information.</p> <p>(d) <u>Workforce</u>. Provide the percentage of the Respondent's total current employees by ethnicity and gender.</p> <p>NOTE: Respondents that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and subcontractors. Response evaluations will recognize the positive qualifications and experience of a Respondent that does business with enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises and who offer a diverse workforce.</p>
	B.16.	<p>Provide a statement of whether or not the Respondent has any current contracts with the State of Tennessee or has completed any contracts with the State of Tennessee within the previous five (5) year period. If so, provide the following information for all of the current and completed contracts:</p> <p>(a) the name, title, telephone number and e-mail address of the State contact knowledgeable about the contract;</p> <p>(b) the procuring State agency name;</p> <p>(c) a brief description of the contract's scope of services;</p> <p>(d) the contract period; and</p> <p>(e) the contract number.</p>
	B.17.	<p>Provide 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> <ul style="list-style-type: none"> ▪ two (2) accounts Respondent currently services that are similar in size to the State; <u>and</u> ▪ three (3) completed projects. <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 solely responsible for obtaining fully completed reference questionnaires and ensuring they are e-mailed to the solicitation coordinator or including them in the sealed Technical Response. In order to obtain and submit the completed reference questionnaires following one of the two processes below.</p> <p>Written:</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> <ul style="list-style-type: none"> (i) complete the reference questionnaire; (ii) sign and date the completed reference questionnaire; (iii) seal the completed, signed, and dated reference questionnaire within the envelope provided; (iv) sign his or her name in ink across the sealed portion of the envelope; and

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<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) Do NOT open the sealed references upon receipt.</p> <p>(e) Enclose all sealed reference envelopes within a larger, labeled envelope for inclusion in the Technical Response as required.</p> <p>E-mail:</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) E-mail the reference with a copy of the standard reference questionnaire.</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) E-mail the reference directly to the Solicitation Coordinator by the RFQ Technical Response Deadline with the Subject line of the e-mail as "[Respondent Name] Reference for RFP 33501-215002.</p> <p>NOTES:</p> <p>✦ The State will not accept late references or references submitted by any means other than the two which are described above, and each reference questionnaire submitted must be completed as required.</p> <p>✦ The State will not review more than the number of required references indicated above.</p> <p>✦ While the State will base its reference check on the contents of the reference e-mails or sealed reference envelopes included in the Technical Response package, the State reserves the right to confirm and clarify information detailed in the completed reference questionnaires, and may consider clarification responses in the evaluation of references.</p> <p>✦ The State is under no obligation to clarify any reference information.</p>
	B.18.	<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.19.	<p>Provide a narrative including NG911 accomplishments, company vision, examples of NG911 innovations, and distinguishing solution characteristics that differentiate the Respondent's solution from other companies' solutions.</p>

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
SCORE (for <u>all</u> Section B—Qualifications & Experience Items above): (maximum possible score = 30)		
<i>State Use – Evaluator Identification:</i>		

RFP ATTACHMENT 6.2. — SECTION C

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH. The Respondent must address all items (below) and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below. A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the response to each item. Each evaluator will use the following whole number, raw point scale for scoring each item:

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

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

Item Number	Requirements	Page Number
C.1	Requirements	
C.2	Scope of Services	
C.3	Project Management	
C.4 - C.6	ESInet	
C.7 - C.12	Security	
C.13 - C.17	Documentation	
C.18 - C.25	Monitoring/Alarming via NOC/SOC	
C.26 - C.32	Next Generation Core Services (NGCS)	
C.33 - C.36	Originating Service Providers	
C.37 - C.38	Automatic Location Identification (ALI)	
C.39	Text-to-911	
C.40	Text-from-911	
C.41 - C.46	Logging and Recording	
C.47	Conformance Testing	
C.48	Data Collection	
C.49 - C.52	Geographic Information Systems (GIS)	
C.53 - 57	Tools	
C.58	Migration Plan	
C.59	Implementation Project Management	
C.60	Use Cases	
C.61 - C.96	Call Handling-as-a-Service	
C.97 - C.99	Service Level Agreements	
C.100	Quality Management and Improvement Program	

RFP ATTACHMENT 6.2. — SECTION C (continued)

RESPONDENT LEGAL ENTITY NAME:		-			
Response Page # (Respondent completes)	Item Ref.	Section C — Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	C.1.	Provide a narrative that illustrates the Respondent's understanding of the State's requirements and project schedule.		5	
	C.2.	Provide a narrative that illustrates how the Respondent will complete the scope of services, accomplish required objectives, and meet the State's project schedule.		5	
	C.3.	Provide a narrative that illustrates how the Respondent will manage the project, ensure completion of the scope of services, and accomplish required objectives within the State's project schedule.		5	
	C.4.	Respondent shall describe its ESInet connectivity to each PSAP or locally hosted CHE location. The primary connection into each facility must be terrestrial (copper or optical circuit); secondary connection(s) may be wireless—e.g., Long-Term Evolution (LTE), microwave, etc. If wire center and physical path diversity is cost-prohibitive for specific sites, the Contractor and TECB will work to identify a mutually agreeable solution for that location. Respondent should design a solution that includes path diversity for at least 80% of all sites.		50	
	C.5.	Respondent shall describe its ability to offer optional network connectivity options to support call and data delivery to existing ECD mobile command center assets.		5	
	C.6.	The solution must allow for the TECB or ECDs to use the network for other public-safety and third-party application services. Respondent shall describe how requests for these applications and/or services, such as cloud-based computer-aided dispatch (CAD), could use the ESInet for transport.		10	
	C.7.	Respondent shall describe how its security-in-depth approach best secures the network, provides data integrity and prevents malicious attacks.		25	
	C.8.	Respondent shall describe its security response plan (physical, applications, and network) including detection, prevention, and notification to the TECB and PSAPs.		5	
	C.9.	Respondent shall describe its credentialing plan/process for external entities with staff members requiring access to ESInet elements or NGCS.		5	
	C.10.	Respondent shall provide a copy of the continuity of operations plan (COOP) and disaster recovery plans and describe how continuity of operations plan (COOP) and disaster recovery plans are maintained and exercised.		10	

RFP ATTACHMENT 6.2. — SECTION C (continued)

RESPONDENT LEGAL ENTITY NAME:		-			
Response Page # (Respondent completes)	Item Ref.	Section C — Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	C.11.	Respondent shall describe its security software update policy, frequency, and procedures.		5	
	C.12.	Respondent shall describe its plan/approach for adopting evolving security best practices.		5	
	C.13.	Respondent shall provide its proposed network design and supporting narrative (transitional and end state).		10	
	C.14.	Respondent shall provide a list of other NGCS, CHE, ADRs and related services (Respondent's or otherwise) to which operational interfaces have been successfully established related to the proposed services. Please include vendor model and software revision number, if applicable.		20	
	C.15.	Respondent shall describe its project implementation plan.		20	
	C.16.	Respondent shall provide a sample acceptance test plan (ATP) as an attachment to its proposal.		10	
	C.17.	Respondent shall describe its project staffing plan with defined roles and responsibilities.		10	
	C.18.	Respondent shall describe its ability to display — in real time or near real time — network node status, call-routing activity, and utilization versus capacity in a client-facing dashboard made available as a standalone application and through a Web Feature Service (WFS).		20	
	C.19.	Respondent shall describe its ability to replicate select alerts to a third-party monitoring/reporting system.		10	
	C.20.	Respondent shall describe its ability to support user-definable notification levels and recipients with text and email delivery options.		10	
	C.21.	Respondent shall describe its ability to provide an executive dashboard with near-real-time updates of tickets and network status.		20	
	C.22.	Respondent shall describe its ability for users to submit, track, and modify tickets by phone, email, and direct information technology (IT) service management (ITSM) user access for incidents, problems, and changes.		10	
	C.23.	Respondent shall describe its ability for NOC technicians to have full visibility into all segments of call and data delivery from network ingress point to call termination for CHaaS or terminating PSAP edge router.		10	
	C.24.	Respondent shall describe its ability to support of eBonding in the ITSM platform for potential integration with TECB's, ECD's, or their designee's ITSM platform.		10	

RFP ATTACHMENT 6.2. — SECTION C (continued)

RESPONDENT LEGAL ENTITY NAME:		-			
Response Page # (Respondent completes)	Item Ref.	Section C — Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	C.25.	Respondent shall describe their ability and commitment to support the troubleshooting of all service-affecting issues, even when it is determined that the root cause of the issue is outside the scope of the Respondent's solution or service. For example, provide call traces and log analysis to assist in troubleshooting a third-party CHE location display issue.		10	
	C.26.	Respondent shall describe its proposed NGCS solution that includes (at a minimum) the following functional elements: Legacy Network Gateway (LNG), Legacy Selective Router Gateway (LSRG), Legacy PSAP Gateway (LPG) - as applicable, Border Control Function (BCF), Emergency Services Routing Proxy (ESRP), Policy Routing Function (PRF), Location Validation Function (LVF), Emergency Call Routing Function (ECRF), Spatial Interface (SI), Location Database (LDB), Additional Data Repository (ADR), Identity Searchable-ADR (IS-ADR), and Incident Data Exchange (IDX). Each element must meet or exceed functionality defined in NENA-STA-010.2-2016 (or within 18 months of ratification of its successor).		20	
	C.27.	Respondent shall describe its Policy Routing Function (PRF) ability to support a map-based interface for the creation of geography-based policies by authorized and properly trained PSAP personnel. a. Support the prioritization of calls based on call type, location, and/or timeframe		10	
	C.28.	Respondent shall describe for the ability of its Emergency Call Routing Function (ECRF) to perform geospatial, location-based routing for all calls and text messages where location is received within a configurable timer.		10	
	C.29.	Respondent shall describe its functionality for the TECB, ECD, or PSAP to provision data related to callers or locations, the maintenance of such data, and the ability to provide this information through an ADR query during a call.		10	
	C.30.	Respondent shall describe the process for completing i3 interoperability testing with CHE to establish operational interfaces with Respondent's NGCS. Respondent shall provide a commitment with timeline for completing interoperability testing for CHE make/models listed in TECB's PSAP list for which Respondent has not yet completed such operational interfaces.		20	
	C.31.	Respondent shall describe its ability to set rules to send calls originating from abusive callers to an automated attendant, low-priority call queue, or a PSAP-designated Uniform Resource Identifier (URI).		10	

RFP ATTACHMENT 6.2. — SECTION C (continued)

RESPONDENT LEGAL ENTITY NAME:		-			
Response Page # (Respondent completes)	Item Ref.	Section C — Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	C.32.	<p>Respondent shall describe its:</p> <ul style="list-style-type: none"> a) artificial intelligence (AI) and machine-learning (ML) capabilities of the proposed solution. b) plans to introduce/enhance AI/ML capabilities of the proposed solution. c) opportunities for applying AI/ML technologies and techniques for intelligent, dynamic, and automatic call overflow and rerouting. d) ability to recognize TDoS/DDoS bad-actors and quarantine the unwanted traffic from the state's PSAP's call queues. e) ability for the TECB to integrate third-party AI/ML application providers into the service. 		10	
	C.33.	Respondent shall describe how it addresses the need to be a certificated CLEC in Tennessee to enable interconnection and direct delivery of 911 traffic from Originating Service Providers (OSPs).		10	
	C.34.	Respondent shall describe how it will provide for integration of all OSP interfaces for wireline, wireless, voice over IP (VoIP), and multiline telephone systems (MLTS) location data input and updates.		5	
	C.35.	Respondent shall describe its experience in migrating OSP traffic to ESInets via SIP call delivery from the originating networks to its NGCS. Respondents should provide details regarding the volume of OSPs that it has migrated to ingress SIP.		10	
	C.36.	Respondent shall describe its ability and commitment to transition all ingress traffic from TDM to SIP direct call delivery to the NGCS BCF by October 2024.		20	
	C.37.	Respondent shall describe the Master Street Address Guide (MSAG) conversion service (MCS) and UI for managing location data.		5	
	C.38.	Respondent shall describe its reporting for all data within the LDB via a web-based tool.		10	
	C.39.	Respondent shall describe its commitment on Day 1 to deliver SMS-based and RTT-based texts through the NGCS, make use of policy routing rules, and deliver texts to the appropriate destination via the ESInet (versus over-the-top or separate connectivity).		5	
	C.40.	Respondent shall describe its ability to provide text- from -911 services for outbound communication to abandoned callers or as needed by the telecommunicator.		20	
	C.41.	Respondent shall describe its commitment to support the implementation of EIDO and IDX (within 18 months of being ratified by NENA).		10	

RFP ATTACHMENT 6.2. — SECTION C (continued)

RESPONDENT LEGAL ENTITY NAME:		-			
Response Page # (Respondent completes)	Item Ref.	Section C — Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	C.42.	Respondent shall describe its discrepancy reporting via web service as described in NENA-STA-010.2-2016.		5	
	C.43.	Respondent shall describe its ability to capture any events related to external autonomous notifications or alerts (e.g., sensor, alarm systems, telematics) received by the NGCS functional elements.		10	
	C.44.	Respondent shall describe its ability to provide on-demand dynamic analytics of i3 call events.		20	
	C.45.	Respondent shall describe its application programming interfaces (APIs), integrations, and file formats supported for performing raw data export and import to allow data from NGCS and CHE to be merged in support of end-to-end call reporting.		10	
	C.46.	Respondent shall describe its ability to immediately bridge designated third-party logging service per PSAP to enable pre-answer logging in the SIP environment.		10	
	C.47.	Respondent shall describe its commitment to participating in industry standards conformance testing and sharing of results with TECB and its designee.		20	
	C.48.	Respondent shall describe its commitment to ensure that sufficient staffing is provided to perform data collection to meet the deployment schedule. Respondent should expect that TECB and PSAPs have minimal documentation regarding existing systems, which will require a significant level of effort to collect all information pertinent to prepare for the migration.		20	
	C.49.	Respondent shall describe its solution for performing secondary QA and coalescing of GIS data.		5	
	C.50.	Respondent shall describe its secure web interface and automated method to provision GIS data and updates by ECDs, or their third-party designee(s), to the SI. This must include the ability to upload individual PSAP's, ECD's, or the entire state's GIS data set as frequently as on a daily basis, if so desired.		20	
	C.51.	Respondent shall describe your process and considerations for TECB regarding turnaround time for integrating a new MSAG community name (MCN) or emergency service number (ESN).		5	
	C.52.	Districts maintain their ELTs as attributes in the ESN feature class. Respondent shall describe their ability to use and maintain these data in the NGCS via the ECD GIS edits.		5	
	C.53.	Respondent shall describe its web interface application for accessing the LDB to extract reports, view data,		10	

RFP ATTACHMENT 6.2. — SECTION C (continued)

RESPONDENT LEGAL ENTITY NAME:		-			
Response Page # (Respondent completes)	Item Ref.	Section C — Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
		and perform error correction as needed to support subscriber validation processes.			
	C.54.	Respondent shall describe its web interface application for viewing policy routing rules, and for authorized users, the ability to modify (or request changes to) the routing policy store and star code translations for sites not using i3 call delivery and transfer functionality.		5	
	C.55.	Respondent shall describe its UI or dashboard for monitoring (in real time or near real time) NGCS activity, utilization, and historical averages, configurable for individual PSAPs, ECDs, or the entire State, made available as a standalone application and through a WFS.		20	
	C.56.	Respondent shall describe its ability to provide for a monitoring dashboard that provides configurable alerting so that a PSAP may configure an alert to occur with their neighboring jurisdictions, or reach a configurable threshold of total provisioned call volume, e.g., PSAP A knows that neighboring PSAP B has reached 80 percent of provisioned call volume. This function can serve as an early indicator that alternate/overflow calls soon may be hitting their center. Also, it would serve as a potential early indicator of weather events heading their way.		10	
	C.57.	Respondent shall describe its ability to provide a monitoring application to the TECB, ECDs and PSAPs that provides <ul style="list-style-type: none"> a. A map-based dashboard representing NGCS core sites, call handling hosts, and PSAPs illustrating call ingress, routing, and delivery activity in near real time with role-based access for PSAPs, ECDs, and the State for a local, regional and State view. b. Ability to overlay a data layer on the map that shows location of open NOC tickets c. Dashboard ability to provide a WFS feed for authorized users to integrate into their existing situational awareness applications 		10	
	C.58.	Respondent shall provide a recommended transition plan considering the complexity of the State's current environment. Respondent's recommended transition plan should provide a suggested order for agency migration and provide projected time durations to complete migration of the specific site based on position count and other information the Respondent has learned of the State's configuration.		20	
	C.59.	Respondent shall provide a high-level project plan and timeline that shows the entire project beginning on the		20	

RFP ATTACHMENT 6.2. — SECTION C (continued)

RESPONDENT LEGAL ENTITY NAME:		-			
Response Page # (Respondent completes)	Item Ref.	Section C — Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
		date of contract execution including a task-oriented Gantt chart based on the project plan.			
	C.60.	<p>Respondent shall describe how it would address each of the following hypothetical use case scenarios:</p> <ul style="list-style-type: none"> a) A telecommunicator at a non-CHaaS site finds themselves in a situation that requires them to conference in multiple parties to support an ongoing issue. Respondent shall describe their capabilities and capacity for ESInet/IPSR-based simultaneous conferencing. b) A PSAP finds their facility temporarily unusable as a result of a tornado. Respondent shall describe their approach to supporting the activation of a temporary backup site (e.g., mobile PSAP) until such time as PSAP operations can continue in the primary facility. c) Multiple PSAPs are experiencing a scenario where a Non-Service Initiated (NSI) wireless phone is flooding their operations. Respondent shall describe their innovative capabilities for addressing this scenario. d) Multiple PSAPs are impacted by a fiber cut, some experiencing a full outage. Respondent shall describe their incident management methodology and process for ensuring no call goes unanswered or is dropped, and the approach to addressing the outage. e) The Contractor finds their organization will experience a nationwide labor strike in three business days. Respondent shall describe the mitigation steps it would take to ensure guaranteed level of service for the TECB and PSAPs. f) At some point during the service agreement, TECB may desire to integrate new requests for assistance (e.g., requests originating from social media) using an IoT gateway provider. Respondent shall describe how they would objectively assess TECB's request for this integration, the costs for integration testing, and Respondent's parameters for considering these requests. 		20	
	C.61.	Respondent shall describe its Call Handling as a Service (CHaaS) solution design, functionality, equipment manufacturer(s) and differentiating features.		20	
	C.62.	Respondent shall provide the number of their operational CHE installations that utilize Presence Information Data Format Location Object (PIDF-Lo), HTTP-enabled location delivery (HELD), Location-to-		10	

RFP ATTACHMENT 6.2. — SECTION C (continued)

RESPONDENT LEGAL ENTITY NAME:		-			
Response Page # (Respondent completes)	Item Ref.	Section C — Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
		Service Translation (LoST), ADR queries, and other i3 protocols.			
	C.63.	<p>Respondent shall describe the following functions are performed in its CHaaS for text-based requests for service:</p> <ul style="list-style-type: none"> a) Explain how texts are received, queued, answered, and tracked in the system. b) Explain the disposition of attached multimedia c) Explain how text calls are handled by the MIS. d) Explain how text calls are transferred and shared, as well as any limitations. e) Provide examples of the applicable UIs (e.g., screenshots). f) Describe its foreign language translation capability for text-based requests for assistance. 		2	
	C.64.	Respondent shall describe its current implementation of Real-Time Text (RTT), if applicable, and any current beta or field trials. If not currently developed, Respondent shall provide details of when this capability will be included in the proposed solution as a no-charge upgrade/deliverable.		2	
	C.65.	Respondent shall provide a detailed description of how the CHaaS solution achieves 99.999 percent availability.		10	
	C.66.	Respondent shall describe its solution's hot-seating capabilities, i.e., the ability for a telecommunicator from PSAP A to login at a workstation at PSAP B and have their "home" PSAP assets — e.g., trunks, lines, queues, speed dial lists, map — available from any workstation in the system.		2	
	C.67.	<p>Respondent shall detail how its solution addresses the requirements of the following sections of NENA 75-001.1, <i>Security for Next-Generation 9-1-1 Standard (NG-SEC)</i>:</p> <ul style="list-style-type: none"> a. Section 6 – General Security b. Section 7 – Safeguarding Information Access c. Section 9 – Network and Remote Access Security Guidelines 		2	
	C.68.	Respondent shall describe its CHE security software update policy, frequency, and procedures (include frequency of antivirus updates).		5	
	C.69.	Respondent shall describe its policy/approach to independent system security audits.		2	
	C.70.	Respondent shall describe how the proposed solution will address any transition period, during which both		5	

RFP ATTACHMENT 6.2. — SECTION C (continued)

RESPONDENT LEGAL ENTITY NAME:		-			
Response Page # (Respondent completes)	Item Ref.	Section C — Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
		legacy ALI services and i3-compliant LDB/LIS services may need to be supported by its CHaaS.			
	C.71.	Respondent shall describe its ability to work with interested PSAPs to interface/integrate CHaaS positions in their existing mobile command and control assets with wireless ESInet connectivity to the NGCS for call delivery.		5	
	C.72.	Respondent's CHaaS solution shall comply with NENA 54-750, <i>NENA/APCO Human Machine Interface & PSAP Display Requirements</i> , Version 1, October 20, 2010, and provide explanation of any areas of non-compliance with the standard.		2	
	C.73.	Respondent shall describe its options, or future plans, for supporting a call-monitoring-like functionality for text-to-911 sessions.		2	
	C.74.	Respondent shall describe options or future plans for supporting a barge-in-like capability for text-to-911 sessions.		2	
	C.75.	Respondent shall describe its ability for its CHaaS solution to specify whether the latest call from a repeat caller is routed to the same telecommunicator who handled previous call(s) from this callback number.		2	
	C.76.	Respondent shall describe its CHaaS capabilities for identifying and managing abusive repeat callers — e.g., NSI wireless phones, TDoS, location.		5	
	C.77.	Respondent shall describe its ability to support separate speed-dial lists for each of the following groups: <ul style="list-style-type: none"> a. Statewide (enterprise) b. PSAP (local operations) c. Personal 		2	
	C.78.	Respondent shall describe how additional information is entered and associated with a speed dial entry and its search functionality within the speed dial module.		2	
	C.79.	Respondent shall describe its ability to support the dynamic population of speed dial entries/buttons based on caller's location for agencies — e.g., law enforcement, fire/rescue, EMS ² , poison control, animal control — and services — e.g., towing, language translation.		2	
	C.80.	Respondent shall describe all methods to import and export speed-dial data — e.g., comma-separated values (CSV), comma-delineated file, Structured Query Language (SQL) import.		2	

² Emergency medical services.

RFP ATTACHMENT 6.2. — SECTION C (continued)

RESPONDENT LEGAL ENTITY NAME:		-			
Response Page # (Respondent completes)	Item Ref.	Section C — Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	C.81.	Respondent shall describe its ability for trained and authorized PSAP staff to provision ACD-related queues, routing, and telecommunicator skill settings, as needed.		2	
	C.82.	Respondents shall describe the capabilities of queuing calls in line prior to invoking an alternate route by the NGCS.		5	
	C.83.	Respondent shall describe its ability to provide technician certification training for interested ECDs whose staff could serve as local hands during emergent situations.		2	
	C.84.	Respondent shall describe its ability to provide a real-time or near-real-time dashboard showing system status and activity in a map-based view, presenting a graphical image of all CHaaS sites and showing call delivery activity in near-real-time. Dashboard visibility shall be configurable based on user roles and made available as a standalone application and through a WFS.		2	
	C.85.	Respondent shall describe its AI and ML capabilities of the proposed CHaaS system.		1	
	C.86.	Respondent shall describe its plans to introduce/enhance AI/ML capabilities of the proposed CHE solution.		1	
	C.87.	Respondent shall describe opportunities to apply AI/ML technologies and techniques to the analysis of multimedia content delivered to the PSAP.		1	
	C.88.	Respondent shall describe how it will implement precautions so that there are minimal interruptions to the normal business operations of the local PSAP during installation and cutover.		5	
	C.89.	Respondent shall state the length of time technical support staff will be onsite for each CHaaS cutover.		2	
	C.90.	Respondent shall describe the frequency of scheduled CHaaS software releases and the decision-making processes involved in choosing what features and defect resolutions to include in a scheduled release.		10	
	C.91.	Respondent shall describe the frequency of defect-resolution software releases and the decision-making process involved in selecting which software defects to fix.		2	
	C.92.	Respondent shall describe its procedure for managing and tracking changes made to the system. This is especially important when changes affect the performance of a particular device and it needs to be returned to its former configuration.		2	

RFP ATTACHMENT 6.2. — SECTION C (continued)

RESPONDENT LEGAL ENTITY NAME:		-			
Response Page # (Respondent completes)	Item Ref.	Section C — Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	C.93.	Respondent shall describe its CHaaS NOC services, including proactive and reactive maintenance plans. It is TECB's expectation that all hardware and software required for service delivery will be provided as part of the per-position CHaaS monthly fees. Respondent's response should include details regarding the number of certified technicians who will reside within a two (2)-hour drive time to each CHaaS site.		20	
	C.94.	Respondent shall describe the procedures involved for initiating, tracking, communicating status, and resolving trouble reports. The Respondent must describe all capabilities available with their solution, including remote monitoring, maintenance, troubleshooting, and repair.		7	
	C.95.	Following the solution cutover, TECB, ECDs, and/or PSAPs may require escalation of an issue for resolution. Respondent shall describe the escalation process related to CHaaS.		7	
	C.96.	Respondent shall describe its processes for performing automatic backups of software and databases, as well as configuration files for all network infrastructure.		5	
	C.97.	Respondent shall describe how the solution meets the Performance Standards included in Table 3, Table 4, Table 5, and Table 6 in Attachment C of the Pro Forma Contract.		50	
	C.98.	Respondent shall describe how it will meet and, as applicable, exceed the Service Level Agreement requirements detailed in Table 7 in Attachment C of the Pro Forma Contract.		50	
	C.99.	Respondent shall describe how its SLA reporting tool meets the SLA reporting requirements in Attachment C of the Pro Forma contract.		25	
	C.100.	Provide documentation of Respondent's proposed quality management and improvement program in accordance with Section A of the Pro Forma Contract.		10	
<p><i>The Solicitation Coordinator will use this sum and the formula below to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.</i></p>					<p>Total Raw Weighted Score: (sum of Raw Weighted Scores above)</p>

RFP ATTACHMENT 6.2. — SECTION C (continued)

RESPONDENT LEGAL ENTITY NAME:		-			
Response Page # (Respondent completes)	Item Ref.	Section C — Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
Total Raw Weighted Score Maximum Possible Raw Weighted Score <i>(i.e., 5 x the sum of item weights above)</i>					= SCORE:
X 50 <i>(maximum possible score)</i>					
<i>State Use – Evaluator Identification:</i>					
<i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i>					

RFP ATTACHMENT 6.3.

COST PROPOSAL & SCORING GUIDE

NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED

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

Respondent shall provide costs by completing all cells in the protected spreadsheet, Attachment B.

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

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

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

RESPONDENT SIGNATURE:			
PRINTED NAME & TITLE:			
DATE:			
RESPONDENT LEGAL ENTITY NAME:			
EVALUATION COST AMOUNT (sum of evaluation costs in Respondent's completed Attachment B):			
The Solicitation Coordinator will use this sum and the formula below to calculate the Cost Proposal Score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.			
lowest evaluation cost amount from <u>all</u> proposals	x 20	=	
<u>evaluation cost amount being evaluated</u>	(maximum section score)	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.17.), and for enclosing the sealed reference envelopes within the Respondent's Technical Response.

RFP # 33501-215002 REFERENCE QUESTIONNAIRE

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

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

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

- complete this questionnaire (either using the form provided or an exact duplicate of this document);
- sign and date the completed questionnaire; and follow either process outlined below:

Physical

- seal the completed, signed, and dated questionnaire in a new standard #10 envelope;
- sign in ink across the sealed portion of the envelope; and
- return the sealed envelope containing the completed questionnaire directly to the reference subject.

E-Mail

- email the completed Questionnaire to Kayla Cook, kayla.r.cook@tn.gov

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

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

NAME:	
TITLE:	
TELEPHONE #	
E-MAIL ADDRESS:	

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

(4) **What is the level of your overall satisfaction with the reference subject as a vendor of the goods or services described above?**

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

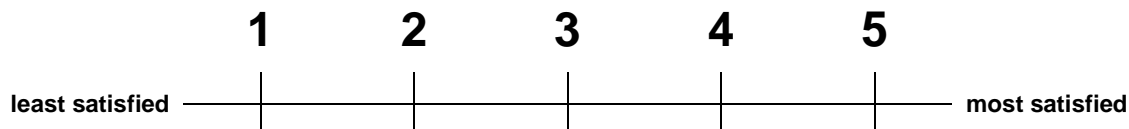
	1	2	3	4	5	
least satisfied						most satisfied

RFP # 33501-215002 REFERENCE QUESTIONNAIRE — PAGE 2

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

- (5) If the goods or services that the reference subject provided to your company or organization are completed, were the goods or services provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.
- (6) If the reference subject is still providing goods or services to your company or organization, are these goods or services being provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.
- (7) How satisfied are you with the reference subject's ability to perform based on your expectations and according to the contractual arrangements?
- (8) In what areas of goods or service delivery does/did the reference subject excel?
- (9) In what areas of goods or service delivery does/did the reference subject fall short?
- (10) 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.

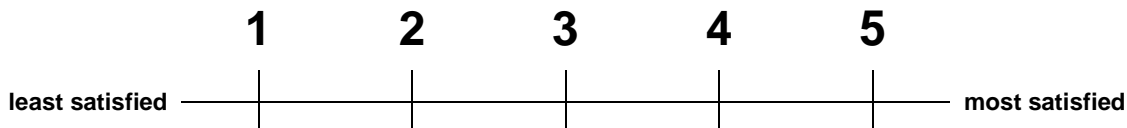


What, if any, comments do you have regarding the score selected above?

RFP # 33501-215002 REFERENCE QUESTIONNAIRE — PAGE 3

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

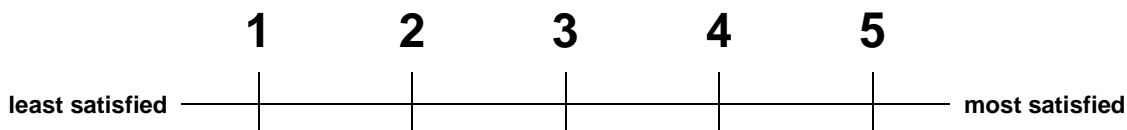
Please respond by circling the appropriate number on the scale below.



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

(12) Would you contract again with the reference subject for the same or similar goods or 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: 30)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	AVERAGE:		AVERAGE:		AVERAGE:	
TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH (maximum: 50)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	AVERAGE:		AVERAGE:		AVERAGE:	
COST PROPOSAL (maximum: 20)	SCORE:		SCORE:		SCORE:	
TOTAL RESPONSE EVALUATION SCORE: (maximum: 100)						
<i>Solicitation Coordinator Signature, Printed Name & Date:</i>						

RFP # 33501-215002 PRO FORMA CONTRACT

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