



STATE OF TENNESSEE
Department of Corrections

**REQUEST FOR PROPOSALS # 32901-31283
AMENDMENT # 7
FOR GPS Electronic Monitoring**

DATE: August 8, 2023

RFP # 32901-31283 IS AMENDED AS FOLLOWS:

1. This RFP Schedule of Events updates and confirms scheduled RFP dates. Any event, time, or date containing revised or new text is highlighted.

EVENT	TIME (central time zone)	DATE
1. RFP Issued		March 13, 2023
2. Disability Accommodation Request Deadline	2:00 p.m.	March 17, 2023
3. Pre-response Conference	1:00 p.m.	March 22, 2023
4. Notice of Intent to Respond Deadline	2:00 p.m.	March 29, 2023
5. Written "Questions & Comments" Deadline	2:00 p.m.	April 13, 2023
6. State Response to Written "Questions & Comments"		August 8, 2023
7. Additional Written "Questions & Comments" Deadline	2:00 p.m.	August 15, 2023
8. State Response to Additional Written "Questions & Comments"		September 6, 2026
9. Response Deadline	2:00 p.m.	September 29, 2023
10. State Schedules Respondent Oral Presentation		October 2, 2023
11. Respondent Oral Presentation	8 a.m.-4:30 p.m.	October 11, 2023
12. State Completion of Technical Response Evaluations (RFP Att.6.2., Sections B, C & D)		November 13, 2023
13. State Schedules Field Testing & Demonstrations		December 5, 2023

14. State Field Testing & Demonstrations		January 16-January 29, 2024 (Respondent 1) February 5-February 16, 2024 (Respondent 2) February 26-March 8, 2024 (Respondent 3)
15. State Completes Scoring of Field Testing Results (RFP Attachment 6.2., Section E)		March 18, 2024
16. State Opening & Scoring of Cost Proposals	2:00 p.m.	March 19, 2024
17. Cost Negotiations with the Central Procurement Office		March 20-28, 2024
18. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	March 29, 2024
19. End of Open File Period		April 9, 2024
20. State sends contract to Contractor for signature		April 10, 2024
21. Contractor Signature Deadline	2:00 p.m.	April 19, 2024

2. State responses to questions and comments in the table below amend and clarify this RFP.

Any restatement of RFP text in the Question/Comment column shall NOT be construed as a change in the actual wording of the RFP document.

RFP SECTION	PAGE #	QUESTION / COMMENT	STATE RESPONSE
		1. What are the company names who submitted questions on this RFP to date?	This information will be available during the Open File period, pursuant to Tenn. Code Ann. § 10-7-504(a)(7).

RFP SECTION	PAGE #	QUESTION / COMMENT	STATE RESPONSE
		<p>2. We have several questions regarding the RFP schedule:</p> <p>a) 2. RFP SCHEDULE OF EVENTS calls out “9 Response Deadline 2:00 p.m July 10, 2023” and “18. State Notice of Intent to Award Released and RFP Files Opened for Public Inspection 2:00 p.m. November 27, 2023” and “19. End of Open File Period Decembe 6, 2023.” Additionally, RFP ATTACHMENT 6.2.— TECHNICAL RESPONSE & EVALUATIC GUIDE SECTION D: ORAL PRESENTATION. calls out “All presentations will be recorder and will become property of the State available for inspection during the open file period.” We have several questions regarding the access to public records</p> <p>i. In lieu of attending the opening in person, are the names of Proposers accessible after opening via TN DGS web site (such as a bid tabulation) or via phone or via email request?</p> <p>ii. If not, when do Proposers company names become public record?</p> <p>iii. Are “Files Opened for Public Inspection” restricted exclusively to verified residents of Tennessee?</p> <p>iv. Is the first date that all Proposer pricing, technical Oral Presentations, Field Testing become available for public inspection on “18. State Notice of Intent to Award Released and RFP Files Opened for Public Inspection 2:00 p.m. November 27, 2023”</p> <p>v. If not, specifically when is the soonest that these all become public record?</p> <p>vi. Is the last date that all Proposer pricing, technical RFP responses, Oral Presentations, Field Testing become available for public inspection on “18. State Notice of Intent to Award Released and RFP Files Opened for Public Inspection 2:00 p.m. November 27, 2023”?</p> <p>vii. In lieu of appearing in person at TN DGS for “Public Inspection” are electronic</p>	<p>a.i.) There is no public bid opening. This will be made available in the Open File period of the solicitation.</p> <p>a.ii.) see response above</p> <p>a.iii.) No, this is available to all respondents but is specifically referring to the Open File period.</p> <p>a.iv.) Yes, pending any amendments changing the schedule of events.</p> <p>a.v.) see response above</p> <p>a.vi.) No, this information can be requested anytime from Nov. 27 through December 6 pending any change to the schedule of events.</p> <p>a.vii.) yes, electronic versions are available</p> <p>a.viii.) you can make this request via email to the Solicitation Coordinator (erik.busby@tn.gov)</p> <p>b.i.) This information will be provided to Respondents who will advance to the Field Testing period within a minimum of seven (7) calendar days prior to the start of the first day of the testing window.</p> <p>b.ii.) Respondents will be notified by the Solicitation Coordinator on whether or not they have been selected for field testing. This information will be made public during the designated Open File period.</p>

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		<p>versions accessible/available in response to an email request?</p> <p>viii. What is the TDOC's/TN DGS' preferred method for interested parties to request access to such public records and who is the contact person/contact's details to whom such requests should be submitted?</p> <p>b) Regarding 2. RFP SCHEDULE OF EVENTS:</p> <p>i. To enable Proposers to prepare in advance for the accurate volumes of equipment, tools and manuals and web-based software credentials in advance, will TDOC please confirm in advance within the "6. State Response to Written "Questions & Comments May 4, 2023"" both: (a) the total number of each type of equipment required for Field Testing plus (b) the total number of TDOC Proposal Evaluation Team members who will participate in Field Testing?</p> <p>ii. Will TDOC post the company names of the three (3) Respondents selected for Field Testing on the TN DGS website at the time of selection? If NOT on the website, will TDOC provide the company names of the three (3) Respondents selected for Field Testing in response to an email request to the Solicitation Coordinator?</p> <p>c) 2. RFP SCHEDULE OF EVENTS calls out "17. Cost Negotiations with the Central Procurement Office November 13-17, 2023"</p> <p>i. Will "Cost Negotiations" occur with: All Proposers? A group of Proposer finalists/all Respondents who participated in Field Testing? Only with the proposed awardee?</p> <p>ii. Will TDOC post the company names of the Respondent(s) selected for "Cost Negotiations" on the TN DGS website at the time of selection? If NOT on the website, will</p>	<p>c.i.) Negotiations will take place will all respondents who have participated in field testing and are responsive and responsible.</p> <p>c.ii.) This information will be available during the Open File period. Please see answer to c.i.</p> <p>c.iii.) please see response above to c.i.</p> <p>d) Yes, it will be sent to all respondents who sent in a response to the solicitation via email.</p>

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		<p>TDOC provide the company names of the Respondent(s) selected for “Cost Negotiations” in response to an email request to the Solicitation Coordinator?</p> <p>iii. Based on plural use of the word “Negotiations”, will TDOC engage in “Cost Negotiations” with multiple Proposers at the same time or only the proposed awardee?</p> <p>d) Will all Proposers be simultaneously advised of the intent to award and, if so, by what method (Email? Posting on TN DGS website? Other?)</p>	
		<p>3. At numerous points throughout the RFP it calls out the words “mandatory” “shall” and “must” indicative of mandatory requirements that must be met or the proposal will be rejected, while others call out “should” or “may” that would be preferred (not mandatory) and in their absence the proposal may be scored down. We have several questions here:</p> <p>a) Acknowledging that each manufacturer uses unique methodology to accomplish the overall</p>	<p>a. All proposals received will be evaluated and scored in accordance with the response of all requirements listed within the RFP.</p> <p>b. The Contractor has to meet all requirements within the scope of the contract.</p> <p>c. The Proposer would have to meet all requirements referenced in the RFP and performance requirements referenced in the Pro Forma contract.</p>

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		<p>objective, with regard to these sections' use of the words "mandatory", "shall" and "must", how will TDOC treat Proposer responses to such items that do not address such requirements as worded and/or offer advanced and/or alternate methodologies for accomplishing the same overall objectives? (Examples: Will TDOC reject the proposal for any such deviances? Will TDOC evaluate all proposals received and potentially score down those that do not address shall/must requirements as specifically as specified or use more advanced approaches?) Please define in detail.</p> <p>b) Is it mandatory that proposals meet all RFP requirements prefaced with "mandatory", "shall" and "must"?</p> <p>c) If so, will TDOC reject proposals that fail to meet the RFP requirements prefaced by "mandatory" "shall" and/or "must"?</p> <p>d) If NOT, how will TDOC determine compliance with the RFP and score proposals accordingly?</p> <p>e) If NOT, specifically which items in the RFP are mandatory and which are NOT mandatory?</p>	<p>d. Scoring will be based on the scoring methodology in its entirety as outlined in the RFP.</p> <p>e. All items in Attachment 6.2., Section A are mandatory. All items in Attachment 6.2., Sections B-C require a response. The pro forma serves as the performance requirements that the awarded respondent must follow.</p>
		<p>4. A.3. MANDATORY UNIT REQUIREMENTS, a...calls out "1. The one-piece EM unit shall function through an active cellular signal across major cellular carriers throughout the state on a minimum of a 4G network. The device shall be capable of switching between Active Monitoring, Passive Monitoring, and hybrid supervision levels, without State or Contractor staff seeing or touching the device."</p>	<p>a) As of June 1, 2023, there are a total of 798 participants on active GPS.</p> <p>b) As of June 1, 2023, of the total participants, 136 of them use an RF beacon in combination with the GPS unit.</p> <p>c) As of June 1, 2023, there are zero (0) offenders on passive GPS.</p>

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		<p>a) Approximately how many of the 1,000 participants specified by the RFP are on Active GPS?</p> <p>b) Approximately how many of these Active GPS one (1) piece GPS units are used in combination with a "RF Beacon"?</p> <p>c) Approximately how many of the 1,000 participants specified by the RFP are on Passive GPS?</p> <p>d) Approximately how many of these Passive GPS one (1) piece GPS units are used in combination with a "RF Beacon"?</p> <p>e) Upon the basis that Hybrid GPS is excluded from the RFP Definitions and that this is the only location within the RFP that refers to Hybrid GPS, is Hybrid GPS a requirement of this RFP/contract?</p> <p>f) If NOT, will you please amend this requirement accordingly?</p> <p>g) If so, specifically how does TDOC define Hybrid GPS regarding frequency of both GPS tracking and frequency of cellular reporting?</p> <p>h) If so, approximately how many of the 1,000 participants specified by the RFP are on Hybrid GPS?</p> <p>i) Approximately how many of these Hybrid GPS one (1) piece GPS units are used in combination with a "RF beacon"?</p> <p>j) Approximately how many victims are currently on the Victim Notification Solution?</p> <p>k) Active, Hybrid and Passive modes of GPS are commonly priced differently/separately from one another, thus Proposers responding to the RFP require the ability to quote three (3) separate GPS price line items for Active, Hybrid and Passive.</p>	<p>d) As of June 1, 2023, there are zero (0) units being used in combination with a home unit/beacon. The units in use are equipped with RF and will report the presence of a beacon.</p> <p>e) The term "Hybrid GPS" is not considered a form of GPS, but as a category of supervision as determined by the State in RFP Attachment Two, TDOC Policy #704.01, Standards of Supervision.</p> <p>f) "Hybrid GPS" is not considered a form of GPS and therefore, no technical requirements exist in relation to this form of GPS technology or monitoring.</p> <p>h) There are zero (0) offenders associated with "Hybrid GPS." As "Hybrid GPS" is not considered a form of GPS, but as a category of supervision as determined by the State in RFP Attachment Two, TDOC Policy #704.01, Standards of Supervision.</p> <p>i.) There are zero (0) offenders associated with "Hybrid GPS." As "Hybrid GPS" is not considered a form of GPS, but as a category of supervision as determined by the State in RFP Attachment Two, TDOC Policy #704.01, Standards of Supervision.</p>

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		<p>i. Should Attachment 6.3 Cost Proposal Scoring Guide be blank (as it is presently)?</p> <p>ii. Upon the basis that the RFP calls out three (3) modes of GPS (Active, Hybrid and Passive) should Attachment 6.3 Cost Proposal Scoring Guide also have three (3) separate GPS price line items for “Active GPS \$_____”, “Hybrid GPS \$_____”, “Passive GPS \$_____”?</p>	<p>k) The term “Hybrid” referenced within the RFP is not considered of form of GPS, but as a category of supervision as determined by the State in RFP Attachment Two, TDOC Policy #704.01, Standards of Supervision. Therefore, the per unit cost as listed in Attachment Three, “Cost Evaluation & Scoring Guide.” will stand as is.</p>
		<p>5. A.3. MANDATORY UNIT REQUIREMENTS, a...calls out “6. The unit shall contain Wi-Fi sniffing capability to ensure adequate tracking in remote areas where cellular reception is limited or nonexistent as determined by the State.” Additionally, RFP ATTACHMENT 6.2. — Section C-Technical Qualifications, Experience & Approach Items calls out “C.102. Provide a narrative that illustrates how the State will be able to offload GPS data through WiFi connectivity.”</p> <p>a) To our knowledge certain leading GPS manufacturers have integrated Wifi as a secondary tracking capability for use in locations where GPS reception is limited (NOT where cellular reception is limited) however, to our knowledge, very few leading GPS manufacturers have capability to utilize Wifi as a means to “offload GPS data through WiFi connectivity”. To enable competition in this RFP and enable TDOC to evaluate and score all leading approaches, will TDOC please amend both these requirements to read, as follows?</p>	<p>a) The State will make the requested revisions, however, Respondents proposed solutions must address tracking in remote areas where cellular or Wifi capabilities are not accessible.</p> <p>b) The State does not have this information.</p> <p>Wi-Fi connectivity allows access to data where cellular reception is poor.</p> <p>The State is revising RFP Attachment 6.2., Section C. 102. to state “Provide a narrative that illustrates how the State will be able to offload GPS data at a minimum using 2G-4G connectivity across the three (3) major carriers: AT&T, Verizon and T-Mobile with the option to utilize Wi-Fi.”</p>

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		<p>“6. The unit shall should contain Wi-Fi sniffing capability to ensure adequate tracking in remote areas where cellular GPS reception is limited or non-existent as determined by the State.”</p> <p>and “C.102. Provide a narrative that illustrates how the State will may be able to offload GPS data determine location through WiFi connectivity.”</p> <p>b) Approximately how many of the 1,000 participants specified by the RFP actually require “to offload GPS data through WiFi connectivity” and specifically why?</p>	
		<p>6. Victim Notification Solution calls out “C.103. Provide a narrative that describes how the unit will store and retain at a minimum of fifteen (15) days’ worth of tracking points for the Victim and associated Offender movements and how the data can be accessed by the State twenty-four (24) hours a day, seven (7) days a week.” Additionally, “E.27...must have sufficient storage intelligence to retain at a minimum of fifteen (15) days of tracking points for the client and associated Offender movements...” Additionally, “g. The Contractor shall ensure that the Victim Electronic Notification Solution has sufficient storage intelligence to retain at a minimum of fifteen (15) days of tracking points for the client and associated Offender movements to be accessed by the State on a twenty-four (24) hour a day, seven (7) day a week period.” Most GPS programs would never allow a participant’s, and definitely not a victim’s, tracking device to go without reporting for more than one (1) day without investigation/remedy/replacement. As such, most leading GPS manufacturers incorporate internal memory capable of</p>	<p>The State will make the requested revisions however, Respondents proposed solutions must address the solution’s ability to store up to more than ten (10) days’ worth of tracking points should the needs of the State change.</p>

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		<p>storing up to ten (10) days of tracking points which is more than sufficient. As presently written, the following requirements are prohibitive and inhibit competition in this RFP. To enable TDOC's evaluation and scoring of multiple latest generation GPS methodologies, will TDOC please amend these requirements to read, as follows? "C.103. Provide a narrative that describes how the unit will store and retain at a minimum of fifteen (15) up to ten (10) days' worth of tracking points for the Victim and associated Offender movements and how the data can be accessed by the State twenty-four (24) hours a day, seven (7) days a week." Additionally, "E.27...must have sufficient storage intelligence to retain at a minimum of fifteen (15) up to ten (10) days of tracking points for the client and associated Offender movements..." Additionally, "g. The Contractor shall ensure that the Victim Electronic Notification Solution has sufficient storage intelligence to retain at a minimum of fifteen (15) up to ten (10) days of tracking points for the client and associated Offender movements to be accessed by the State on a twenty-four (24) hour a day, seven (7) day a week period."</p>	
		<p>7. Does TDOC place participants on Radio Frequency (RF) as a standalone service (without GPS) and, if so, approximately how many of the 1,000 participants specified by the RFP are on RF-standalone?</p>	<p>As of June 1, 2023, the State has zero (0) participants on Radio Frequency (RF) as a standalone service (without GPS). However, the Respondent must address how the proposed solution will provide RF as a standalone service as State supervision or statute could change.</p>

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		8. What specific conditions/circumstances determine whether TDOC places a participant on RF-standalone versus GPS-standalone?	Offenders convicted of a non-sexual offense can be placed on RF as a standalone in the form of curfew as a condition of their supervision. TN State statute limits the usage of GPS on nonviolent offenders.
		9. Is a "Radio Frequency Beacon" used in combination with a GPS unit the only method of RF monitoring that TDOC utilizes?	Yes, the Radio Frequency Beacon in combination with a GPS unit the only method of RF monitoring being used by the State.
		10. Approximately how many of the 1,000 participants specified by the RFP are on GPS-standalone (without RF)?	As of June 1, 2023, 798 offenders are on GPS standalone.
		11. Approximately what percentage of all GPS participants also have a "Radio Frequency Beacon"?	As of June 1, 2023, seventeen percent (17%) also have a Radio Frequency Beacon.
		12. What specific conditions/circumstances determine whether TDOC places a participant on GPS with a "Radio Frequency Beacon" versus GPS without a "Radio Frequency Beacon"?	The beacon is used when the offender has an actual residential address. It is not used for offenders residing in hotels/motels, halfway houses, etc.
		13. Most leading GPS manufacturers offer two (2) separate devices; a one-piece GPS device plus a separate optional Beacon device. To enable competition in this RFP and enable TDOC to evaluate and score all leading approaches, will TDOC please amend the following to non-mandatory should/may requirements, as follows? SECTION A: MANDATORY REQUIREMENTS. A.8.9... "9. Confirmation that the Respondent's EM device can work as either both a GPS & RF in one (1) device, or in two (2) separate devices, and provide the make(s) and model number(s)."	The State will not make the requested revisions. The language will stand as it is written. All items contained within RFP Attachment 6.2., Section A remain as mandatory pass/fail requirements.
		14. To enable competition in this RFP and enable TDOC to evaluate and score all leading approaches, will TDOC please amend the following to non-mandatory should/may requirements, as follows?	The State will not make the requested revisions. The language will stand as it is written. All items contained within RFP Attachment 6.2.,

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		<p>“2. The device shall should incorporate a RF module that allows it to communicate with an RF beacon in the assigned offender residence, with a minimum range of two one hundred fifty (250150) feet.”</p> <p>And “E.5. The device shall should incorporate a RF module that allows it to communicate with an RF beacon in the assigned offender residence, with a minimum range of two one hundred fifty (250150) feet.”</p>	<p>Section A remain as mandatory pass/fail requirements.</p>
		<p>15. To enable competition in this RFP and enable TDOC to evaluate and score all leading approaches, will TDOC please amend the following to non-mandatory should/may requirements, as follows? “bbb. Untethered Charging. Charging of the electronic monitoring device may occur without the use of a cord/wire physically connected to the device and an electrical outlet at the same time, restricting the Offender’s mobility or, if via corded charger, please describe how the device provides extended battery life between charges to reduce the time and frequency of recharging.” And “4. The one-piece unit shall should contain Untethered Charging capabilities to prevent battery life interruptions or, if via corded charger, please describe how the device provides extended battery life between charges to reduce the time and frequency of recharging.”</p>	<p>The State will not make the requested revisions. The language will stand as it is written. All items contained within RFP Attachment 6.2., Section A remain as mandatory pass/fail requirements.</p>
		<p>16. FIELD TESTING EVALUATION GUIDE-PART 1 calls out “E.4. The Respondent’s EM system must be capable of differentiating tracking points for those identified as Homeless Sex Offenders.” Will you please define in detail specifically how this differentiation is presently accomplished?</p>	<p>The current collection rate and reporting intervals in use are defined as “Active” monitoring since the current software is designed to create tags for any specific monitoring type and the data is received in near real time and report immediately upon violation. Currently, the State utilizes the following levels for collection:</p>

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			<p>Standard: one (1) minute points/upload every two (2)hours but immediately on violation.</p> <p>Homeless: one (1) minute points/upload every six (6) hours but immediately on violation.</p> <p>Victim Concern: one (1) minute points/upload every ten (10) minutes but immediately on violation.</p>
		<p>17. CONTRACT BETWEEN THE STATE OF TENNESSEE, DEPARTMENT OF CORRECTION AND CONTRACTOR NAME calls out "A.3. MANDATORY UNIT REQUIREMENTS a...11. The device shall trigger notifications for the following events: device tamper, strap tamper, low battery, Jamming, motion in the absence of GPS, loss of cellular signal, and zone violation." As presently written, the detection and communication of "motion in the absence of GPS" is an outdated methodology that is needlessly restrictive to only one GPS manufacturer's approach. To enable TDOC's evaluation and scoring of multiple latest generation GPS methodologies, will TDOC please amend this requirement to read, as follows? "11. The device shall trigger notifications for the following events: device tamper, strap tamper, low battery, Jamming, motion in the absence of GPS or other reliable method – Define in detail the methodology proposed, loss of cellular signal, and zone violation."</p>	<p>The State will accept the proposed revisions to this requirement. All items contained within RFP Attachment 6.2., Section A remain as mandatory pass/fail requirements.</p>
		<p>18. CONTRACT BETWEEN THE STATE OF TENNESSEE, DEPARTMENT OF CORRECTION AND CONTRACTOR NAME calls out "A.5. MANDATORY FUNCTIONALITY REQUIREMENTS...b. The Contractor's monitoring and communication system shall be in compliance with the standards set by</p>	<p>The State works in conjunction with the Tennessee Bureau of Investigation's Sex Offender Registry (SOR) as it is defined by T.C.A. 40-39-202 (28); or has another qualifying conviction as defined by T.C.A. 40-39-202</p>

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		<p>Tennessee Bureau of Investigations’ SOR, the ACA standards for accreditation and the APPA supervision standards.” We are unable to locate the “monitoring and communication” “standards set by Tennessee Bureau of Investigations’ SOR” – Will you please include a complete copy with the answers to questions or provide a more specific website link to those specific standards?</p>	<p>(2). Details regarding TBI’s SOR can found utilizing the following link: https://www.tn.gov/tbi/general-information/tennessee-sex-offender-registry.html</p>
		<p>19. CONTRACT BETWEEN THE STATE OF TENNESSEE, DEPARTMENT OF CORRECTION AND CONTRACTOR NAME calls out “A.5. MANDATORY FUNCTIONALITY REQUIREMENTS...c. The electronic monitoring system shall provide a platform for the State and Contractor staff to enter narrative-style notes that can be utilized for documentation of steps taken to resolve offender alarms. The system shall integrate with the State’s OMS without an interruption in service.” Additionally, RFP ATTACHMENT 6.2. — Section C- Technical Qualifications, Experience & Approach Items calls out “C.14. Provide a narrative that illustrates how the Respondent will transmit data between the State’s Offender Management System (“OMS”) and the EM System in an encrypted format to meet all applicable state security requirements” and Item Ref C.73. through C.84. all refer to a “monitoring center interface” a) Are these integration & interface currently in place with the incumbent Contractor for both RF and GPS? B) What specific data elements are to be exchanged for each? C) What frequency are data elements exchanged for each? D) What direction is data pushed? – Is data pushed from the Contractor’s system to the OMS or from the OMS to the Contractor’s system?</p>	<p>a. The integration and interface referenced are not in place under the current contract for RF and GPS. b. There are no data elements being exchanged for RF and GPS. c. There are no data elements being exchanged for RF and GPS. d. Data is not being pushed from any system utilized by the current Contractor to the State’s OMS as the State’s current OMS does not possess the functionality to complete this requirement. However, the State reserves the right implement this functionality requirement upon the upgrade of the current system or implementation of a new OMS.</p>

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		<p>20. CONTRACT BETWEEN THE STATE OF TENNESSEE, DEPARTMENT OF CORRECTION AND CONTRACTOR NAME calls out "A.12. MANDATORY TRAINING...a. The Contractor shall provide a formal regional in-person training program for as many PSU staff, institutional staff, and monitoring center agents as deemed necessary by the State with fixed interval update training on a regional basis to ensure ongoing competency on new products and system features...b. The Contractor's training program shall be submitted to the State for approval forty-five (45) days prior to the initial rollout and the training shall occur thirty (30) days after contract execution..." a) May we please have a listing of all TDOC regional offices that defines the number of TDOC officers in each who will require training? B) Will you please confirm the total number of TDOC staff state-wide to be trained? C) Will TDOC provide a list of all TDOC facilities where the Contractor can perform initial onsite training in each of the TDOC regions? D) For follow-up training, is TDOC willing to accept the Contractor performing interactive remote webinar training with a live trainer?</p>	<p>a. The State is providing a list of all Community Supervision District Offices and Adult Correctional Institutions by region as Attachment Four to this RFP.</p> <p>b. The awarded Contractor should prepare to train at a minimum seventy-five to one hundred (75-100) State employees within the Community Supervision division plus all needed Adult Correctional Institutional Staff and all Central Communication Center (CCC) staff.</p> <p>c. The State will provide space for training to take place, however, the Respondent must advise the State of the city/cities within each region where they anticipate the training occurring.</p> <p>d. Remote training is only appropriate for training updates. The initial roll out would need to be in-person training in order for state staff to use and install the equipment. State staff will work under the advisement of the Chief Medical Officer to ensure that the in-person training is conducted within applicable local, state and federal health guidelines. The Respondent needs to have at least one (1) designated representative in each region that can respond within twenty-four (24) hours to any site within that specified region that is experiencing issues</p>

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			with installation or equipment as referenced in Pro Forma Contract Section A.13.a.
		<p>21. A.13. CONTRACT MANAGEMENT calls out “The Contractor shall retain, at a minimum, the following personnel on-site in Tennessee to coordinate and manage the scope of services of this Contract:</p> <p>a. Administrator(s). The Contractor shall designate one (1) or more employees to act as Administrators to be responsible for managing all operations of the Contract. The Contractor shall ensure that the Administrators individuals shall be responsible for working with the State to execute the transition plan, shall assist in staff training and shall manage daily operations as outlined in the Contract and as approved by the State. The Contractor’s assigned delegate(s) shall be available by telephone communication, email, and text.</p> <p>The Contractor shall be responsible for providing the necessary workspace, computer equipment, internet access, telephone, and all needed goods and products to provide contractually required goods and services at their expense; with the exception that the State will provide space for training needs only. “ Additionally, RFP ATTACHMENT 6.2. — Section B— General Qualifications & Experience Items calls out “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</p>	<p>a. None. The current Contractor’s designated account manager has to be able to be in Tennessee within one to two (1-2) days upon request in addition to meeting routinely with the State on-site. This language has been added to Pro Forma Contract Section A.13.a.</p> <p>b. The Respondent can indicate the intentions to hire an administrator/account manager and the minimum education and credentials required for the proposed position. The awarded Contractor must notify the State within thirty (30) days of contract signature of the hired administrator/account manager and must provide a resume/curriculum vitae of the hired employee. The State reserves the right to accept or deny the hiring decision of the awarded vendor. This language has been added to Pro Forma Contract Section A.13.a.</p> <p>c. The Contractor is only responsible for providing the required items for CONTRACTOR STAFF located in Tennessee. The Contractor is NOT REQUIRED to provide these resources for State employees as referenced in Pro Forma Contract Section A.13.a.</p>

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		<p>roster with position descriptions and minimal credentials for each of the people listed.”</p> <p>a) How many total “personnel on-site in Tennessee...administrator(s) or account manager(s)” does the incumbent Contractor have and in what Tennessee cities are they based?</p> <p>b) If the Proposer proposes to hire “an administrator(s) or account manager(s)”, is it acceptable to indicate so in their proposal and provide these following award/hire?</p> <p>c) Is the following paragraph applicable only for Contractor’s local Tennessee staff and, if NOT, will you please identify in detail the specific number of TDOC staff and the Tennessee city location of each, for whom Contractor is required to supply these? “The Contractor is responsible for providing the necessary workspace, computer equipment, internet access, telephone, and all needed goods and products to provide contractually required goods and services at their expense; with the exception that the State will provide space for training needs only.”</p>	
		<p>22. In the history of TDOC’s electronic monitoring program, has TDOC ever actually enforced upon and/or collected from any of its electronic monitoring Contractors, any of the Liquidated Damages as identified in RFP item “E.11 Liquidated Damages” and Attachment Three?</p>	<p>No, the current Contractor has not been assessed Liquidated Damages by the State of Tennessee over the course of the current contract term. The requirements outlined in the RFP do not mirror the requirements in the current contract.</p>
		<p>23. Comparing the RFP to Appendix 1 (Current Contract), the incumbent contract does NOT contain RFP item “E.11 Liquidated Damages” or refer to Attachment Three Liquidated Damages – Would TDOC please consider removing item E.11 and Attachment Three from the RFP in their entirety?</p>	<p>The requirements for this solicitation differ from the requirements of previous contracts and/or solicitations for Electronic Monitoring Services. The Liquidated Damages requirements specified in Pro Forma Contract Section E.9. and Attachment Three will not be</p>

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			deleted and will remain as stated.
		<p>24. 1.4. RFP Communications calls out “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-soffice-of-diversity-business-enterprise--godbe--/godbe-general-contacts.html for contact information);” Additionally, 5.1. Evaluation Categories & Maximum Points calls out “EVALUATION CATEGORY General Qualifications & Experience (refer to RFP Attachment 6.2., Section B), MAXIMUM POINTS POSSIBLE 25”. Additionally, RFP ATTACHMENT 6.2. — SECTION B Section B—General Qualifications & Experience Items calls out “B.15. Provide documentation of the Respondent’s commitment to diversity as represented by the following: 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>	<p>a) Respondents are not required to utilize diversity business enterprises as subcontractors. They may elect to do so if necessary to perform the scope of services.</p> <p>b) No, there is no minimal mandatory participation percentage</p> <p>c) Please see response above</p> <p>d) There is no associated individual score with items in section B as they are scored holistically. It is up to the discretion of the evaluators how many points the Respondent receives based on the response provided.</p> <p>d) Please see response above</p> <p>e) Please see response above</p> <p>f) Please see response above</p> <p>g) Please see response above</p>

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		<p>a) Does the RFP require a good faith effort?</p> <p>b) Does the RFP require a minimum mandatory participation percentage regarding 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/contract?</p> <p>c) If so, what is that minimum mandatory participation percentage?</p> <p>d) How many of the “MAXIMUM POINTS POSSIBLE 25” for RFP ATTACHMENT 6.2. — SECTION B Section B are attributed to “B.15. Provide documentation of the Respondent’s commitment to diversity as represented by the following: 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> <p>e) How many of the “MAXIMUM POINTS POSSIBLE 25” for RFP ATTACHMENT 6.2. — SECTION B Section B that are attributed to “B.15.” would be scored for a Proposer who has NOT completed a good faith effort and has NO minimum mandatory participation percentage regarding 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/contract and, if so,</p>	

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		<p>what is that minimum mandatory participation percentage? f) How many of the “MAXIMUM POINTS POSSIBLE 25” for RFP ATTACHMENT 6.2. — SECTION B Section B that are attributed to “B.15.” would be scored for a Proposer who has completed a good faith effort and has no minimum mandatory participation percentage regarding 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/contract and, if so, what is that minimum mandatory participation percentage? g) How many of the “MAXIMUM POINTS POSSIBLE 25” for RFP ATTACHMENT 6.2. — SECTION B Section B that are attributed to “B.15.” would be scored for a Proposer who has completed a good faith effort and has met/exceeded the minimum mandatory participation percentage regarding 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/contract and, if so, what is that minimum mandatory participation percentage?</p>	
		<p>25. 3.1.2. Cost Proposal calls out “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.” Additionally, 3.6. Additional Services calls out “NOTICE: If a Respondent fails to submit a Cost Proposal exactly as</p>	<p>a. All costs should be factored into the cost per offender/per day for the one-piece unit. This includes but is not limited to items such as insurance costs, unrecoverable costs, and replacement costs. b. Respondents should include the costs within the cost per offender/per day for the one-piece unit.</p>

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		<p>required, the State may deem the response non-responsive and reject it.” Additionally, Attachment Two (TDOC Policies), ADMINISTRATIVE POLICIES AND PROCEDURES State of Tennessee Department of Correction, VI. PROCEDURES: E. Lost or destroyed equipment calls out “1. Accidental destruction...c. The designee shall return the equipment to the vendor according to vendor instructions and request a completed invoice for the offender outlining the replacement cost of the equipment. Replacement cost is a civil debt between the offender and vendor and is not considered restitution or a condition of supervision.” and “2. Deliberate loss or destruction: Intentional tampering with, removal of, or vandalism to the device is a criminal offense (TCA 40-39-304)... e. Replacement costs may be added by the DA as restitution but are otherwise considered a civil debt between the offender and the vendor.” We have several questions relating to lost/damaged/stolen equipment replacement costs:</p> <p>a) Are the prices for “equipment insurance and replacement costs” of lost, damaged, stolen equipment to be quoted as part of the Attachment 6.3., Cost Proposal & Scoring Guide and, if so, specifically where?</p> <p>b) If NOT on Attachment 6.3., Cost Proposal & Scoring Guide where then should Proposers identify these replacement costs?</p> <p>c) May Proposers include 5% annual replacements in their primary GPS prices then separately quote the per-component replacement prices to be charged if the 5% annual replacements is exceeded?</p>	<p>c. No, Respondents cannot separately quote annual replacement costs in their cost proposal. All annual replacement costs must be incorporated into the pricing and prepared as instructed in RFP Attachment 6.3. and Attachment Three: Cost Evaluation Model.</p> <p>d. The State is providing data from January 1, 2020 through May 31, 2023:</p> <p>L/D/S Smart Tag: 510 L/D/S On Body Charger: 1400 L/D/S Charging Dock: 1056 L/D/S RF Beacon: 17 L/D/S Removal Tool: 16</p> <p>e. No, participants are not removed from the Electronic Monitoring Supervision program for Lost/Damaged/Stolen equipment.</p> <p>f. No, the State will not remove participants from the Electronic Monitoring Supervision Program who intentionally damage, steal, or lose Contractor equipment.</p> <p>g. The State continues to make every effort to reduce lost, damage and stolen equipment and to reduce the damage to equipment. Please note that intentional tampering with, removal of, or vandalism to a device is a criminal offense (TCA</p>

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		<p>d) Commercial insurance is not available to electronic monitoring Contractors for equipment provided to offenders/defendants. As such, all electronic monitoring Contractors must incorporate the cost of anticipated lost/damaged/stolen equipment into their proposal prices.</p> <p>To enable all Proposers to properly budget and project these losses, will TDOC please confirm the historical average for annual volumes of lost, stolen, and/or damaged equipment for each specified equipment component type and include this with the answers to vendor questions? (NOTE: If TDOC does NOT know, then your incumbent Contractor does and, is required under contract to advise TDOC if asked. The absence of answers to these questions provides an unfair advantage to the incumbent Contractor who has this information, thereby inhibiting competition.)</p> <p>Per Component Annual Volumes of Replacements of Lost, Damaged, Stolen Equipment:</p> <p>i. GPS Bracelet = _____/LDS/units per year</p> <p>ii. GPS Beacon = _____/LDS/units per year</p> <p>iii. GPS Charger = _____/LDS/units per year</p> <p>iv. GPS Strap (if cut/damaged by offender) = _____/LDS/units per year</p> <p>v. RF Monitoring Bracelet = _____/LDS/units per year</p> <p>vi. RF Monitoring Landline Home Unit = _____/LDS/units per year</p> <p>vii. RF Monitoring Cellular Home Unit = _____/LDS/units per year</p> <p>e) Are participants violated from the program for lost/damage/stolen equipment?</p>	<p>40-39-304) punishable by law as referenced in RFP Attachment Two, TDOC Policy #704.13, Electronic Monitoring Equipment Inventory.</p>

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		<p>f) To avoid continued losses, will TDOC eliminate from program eligibility any participant who intentionally damages, steals or loses Contractor equipment?</p> <p>g) What programmatic steps is TDOC willing to take under this new contract to help reduce Lost/Damaged/Stolen equipment and what percentage of improvement can be reasonably expected?</p>	
		<p>26. RFP ATTACHMENT 6.2. — SECTION C, TECHNICAL RESPONSE & EVALUATION GUIDE, SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH calls out “C.7. Provide a narrative that illustrates the Respondent’s system support for the initial field office installation and for providing in person classroom training upon award to as many users as identified in Attachment 6.6, Section A.8.</p> <p>C.8. Provide a narrative that illustrates how the Respondent will introduce new hardware and software for review and approval by the State prior to deployment.</p> <p>C.10. Provide a narrative that illustrates how the Respondent will provide technical support when contacted by the State and on-site assistance at the appropriate State office as needed by the State”</p> <p>a) It is our understanding that TDOC staff/officers perform “installation” of GPS equipment on participants at TDOC “field offices.” Will you please define in detail specifically what is required by the Contractor for “initial field office installation”?</p> <p>b) Use of the word “new” may be interpreted to indicate the requirement for newly manufactured hardware that could prove to needlessly increase proposal pricing. Will you please amend this language as follows to be consistent</p>	<p>a. The State’s expectations regarding training have been outlined in RFP Attachment 6.6., Section A.12. The State installs GPS devices which includes but not limited to, field offices, parking lot, adult correctional institutions, offender homes, etc. where the offender is located. The State is seeking the awarded Respondent to provide hands on training during the first week of transition to ensure State staff do not experience any issues with the installation of devices. The current vendor has staff in each region to assist and have the ability to get to an office quickly when an issue with installation occurs.</p> <p>b. The requirement stands as written. New equipment shall mean newly manufactured hardware.</p> <p>c. The State requires the Contractor to provide staff physically located within the State of Tennessee to report on-site to address any technical issues when they arise in a timely manner as identified in</p>

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		<p>with the wording of A.3.a.13., as follows: “C.8. Provide a narrative that illustrates how the Respondent will introduce new or certified refurbished hardware and software for review and approval by the State prior to deployment.” c) To enable Proposers to budget in advance, will you please define in detail specifically what is required by the Contractor and at what intervals & frequencies for “on-site assistance at the appropriate State office”?</p>	<p>RFP Attachment 6.6., Section A.13.</p>
		<p>27. To enable competition in this RFP and enable TDOC to evaluate and score all leading approaches, will TDOC please amend the following to non-mandatory should/may requirements, as follows? a) “C.31. Provide a narrative that illustrates if/how the GPS EM system can may be configured with data supplied by the State to auto-populate a default setting of Exclusion Zones based on the State-defined category of wearer. For example, an offender is entered into the EM system under the category of “Sex Offender”, resulting in the automatic creation of Exclusion Zones “all parks” and “all schools”” b) “C.47. Provide a narrative that illustrates if/how the EM system will may facilitate the expedient entry of data, such as an “auto-fill” feature where or recognition of the wearers’ or an officers’ name as it is typed in to match the remaining data that has already entered into the database for said person(s)””</p>	<p>a. The State will accept the proposed change to the requirement; however, the Respondent must provide multiple options for categories that have custom rules as not all convicted sex offenders under supervision of the State have the same restrictions on zones. b. The State will accept the proposed change to the requirement.</p>
		<p>28. Regarding “C.42. Provide a narrative that illustrates how the EM system can record the referring state agency should the referral come from an agency other than or in addition to TDOC” may we please have a list of all agency names who will be authorized to refer participants to the Contractor on behalf of TDOC?</p>	<p>The State anticipates the referring agencies to be any county or local law enforcement agency within the state.</p>

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		<p>29. 5.2. Evaluation Process:</p> <p>a) Will GPS carry a higher portion of the Technical evaluation than RF?</p> <p>b) Will GPS carry a higher portion of the Cost evaluation than RF?</p> <p>c) Approximately what percentage of the overall award is based on GPS versus RF?</p>	<p>a. The technical requirements are not structured to weigh more heavily over one, but it's the State's intent that the functionality of GPS and RF monitoring be accessible in one device in the event that only one signal is available.</p> <p>b. The costs for GPS and RF are equal.</p> <p>c. The award is based on the one-piece device with the functionality to do both GPS and RF tracking.</p>
		<p>30. From our experience, many leading manufacturer's offer multiple models of the specified technologies and also offer optional/alternate/additional forms of monitoring. We have several questions here:</p> <p>a) In addition to the primary proposal/responses, may Proposers include separate technical information and separate pricing under a separate "Optional" section of their proposals for post award consideration as unspecified options for additional/optional monitoring/tracking technologies and services?</p> <p>b) If not, how would TDOC recommend Proposers to identify/propose/price multiple models, options and alternatives in response to this RFP?</p>	<p>a. The Respondent may provide additional and/or alternative technologies and products IN ADDITION to the requirements of the RFP and MUST BE separate and apart from their technical response. These additional and/or alternative technologies and products may be listed as an appendix to the technical response and MUST NOT include pricing. Any pricing included separate and apart from the initial cost-evaluation model based upon the defined needs of the State as outlined within this RFP could deem the Respondent as unresponsive.</p> <p>b. The Respondent may only submit one cost proposal based upon the needs of the State as outlined in this RFP. Additional or alternate cost proposals will not be accepted. Any additional or alternate cost proposals may deem a</p>

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			Respondent as unresponsive.
		31. Amendment 1, Schedule of Events calls out "21. Contractor Signature Deadline 2:00 p.m. December 18, 2023" and Attachment 6.3 Cost Evaluation Model Final calls out "Year One (1) November 1-2023-October 31-2024" – These seem out of order and inconsistent – Will you please clarify?	The State has revised the schedule of events within this amendment to reflect the new Contractor signature deadline date and the dates reflected on RFP Attachment 6.3. Cost Proposal & Scoring Guide.
		32. Attachment 6.3 Cost Evaluation Model Final, both tabs, cells B6 & B7 call out "Estimated Monthly Volume of Users Enrolled" which is inconsistent with all pricing cells that require to be quote "Per User Per Day" as is commensurate with the EM industry. Will you please clarify that by "Estimated Monthly Volume of Users Enrolled" that TDOC is indicating the anticipated average daily population of participants in use?	The State has revised RFP Attachment 6.3. Cost Proposal & Scoring Guide to reflect separate volumes for offenders assigned to supervision under Community Supervision and those inmates within State Adult Correctional Institutions utilizing EM devices for work crew assignments.
		33. Attachment 6.2. Section E Part 2 Field Testing Guide Final, cell B2 calls out "Scenario 1- Day 1 Manager installs fully charged device on offenders." Additionally, cell 17B calls out "Scenario 2 – Day 1 Manager installs fully charged device on offenders." Is TDOC intent on performing Field Testing on actual offenders? Will you please clarify in detail?	The State will utilize current state-staff members to serve in the identified roles as indicated in RFP Attachment 6.2. Section E. Part 2 Field Testing Guide Final during the identified field testing period.
		34. Regarding the requirement below, will a secure smartphone that provides 24/7 GPS monitoring / tracking be considered as a proposed solution? If so, can the smartphone be considered as a "beacon" in that it detects the presence of a wrist/ankle worn strap/device that detects both the location of the smartphone (offender) and verifies proximity of tether to smartphone? Can this be considered "one (1) device" as described below?	No. The State will not accept a secure smartphone. The Respondent's solution must be a one-piece unit that will be placed on the wearer's body as outlined within this RFP and the RF beacon shall be a device installed within the wearer's home or designated place of employment. Please revisit RFP Attachment 6.2., Section C where <u>all</u> technical

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		9. Confirmation that the Respondent's EM device can work as both a GPS & RF in one (1) device and provide the make and model number.	requirements (hardware, software, etc.) are listed in detail.
		35. What is the State's current Lost & Damaged percentage with the current incumbent?	<p>The State currently has 798 offenders on active GPS. The State is providing the total number of Lost/Damage/Stolen products in order to assist the Respondent with calculation. From January 1, 2020, through May 31, 2023:</p> <p>L/D/S Smart Tag: 510 L/D/S On Body Charger: 1400 L/D/S Charging Dock: 1056 L/D/S RF Beacon: 176 L/D/S Removal Tool: 16</p>
		36. What is the State's current spare percentage with the current incumbent?	The current incumbent is required to maintain an active shelf rate of thirty percent (30%) for the Adult Correctional Institutions and forty-five percent (45%) for Community Supervision.
		37. Does the State currently pay for any consumables with the current incumbent?	The State does not pay for consumables with the current incumbent.
		38. Is the State still using group monitoring through a beacon?	Yes, the State is currently utilizing group monitoring through an RF beacon under the current contract.
		39. If the award goes to a different company besides the current incumbent, can the State provide details on how many devices will the state need to start to transition the program, and will this transition be done in phases?	<p>Should the best overall evaluated Respondent not be the current incumbent, the awarded vendor must be prepared to transition at a combined minimum of 850 offenders within Community Supervision and those housed within Adult Correctional Institutions across the State.</p> <p>The Respondent shall include their intended transition plan within their</p>

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			response as indicated in RFP Attachment 6.2., Section A, item A.14.
		<p>40. RFP Attachment 6.2, Technical Response & Evaluation Guide, Section C, skips in the numbering – for instance, the document skips numbers C.46, C.54, and C.68. We want to make sure this was intentional, and that important information was not omitted from the bid document.</p>	<p>Please see item 3 below.</p> <p>The State acknowledges that this is a typographical error. RFP Attachment 6.2 Section C.47 shall be renumbered as C. 46. Each following Section shall be renumbered accordingly</p>
		<p>41. RFP Attachment 6.2, Section D, Technical Response & Evaluation Guide, Section D, Oral Presentation states, “The Respondent and each identified Subcontractor will be allowed to send a maximum of two (2) representatives, per company, to conduct Oral Presentations.”</p> <p>Will the State allow three reps to attend oral presentations instead of two, if invited?</p>	<p>The requirement shall remain as written.</p>
		<p>42. Sample Contract, A.3-A.16. We have two questions:</p> <p>It is unclear how these mandatory requirements are being evaluated, as well as the scoring system. Can the State please provide clarity?</p> <p>Will the State please clarify if it expects a point-by-point response to A.3-A.16 in the submitted proposal response?</p>	<p>The Pro Forma lists performance requirements by the State and are not part of the scoring of the RFP. The items for scoring are outlined in RFP Attachment 6.2.</p> <p>The State does not require a point-by-point response to items A.3.-A.16. of the Pro Forma as these are performance requirements. The Respondent shall provide point-by-point responses to all items listed in RFP Attachment 6.2., Sections A-C.</p>
		<p>43. Sample Contract, A.4, Victim Notification Solution Mandatory Functionality Requirements, c., states: “The Contractor</p>	<p>Should the Respondent’s Victim Notification solution be a mobile application, the</p>

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		<p>shall ensure that the battery life of the Victim Electronic Notification Solution remains active on a twenty-four (24) hour period within a single charge; with charging capabilities to not exceed three (3) hours of full charge time.”</p> <p>If the victim notification solution is a mobile application, the vendor cannot control battery life and charging time. Will the State revise this requirement to fit mobile application solutions that are discrete and unidentifiable as a tracking options, as explained in A.4,b.?</p>	<p>design and display of the application shall be unidentifiable and discrete in the event the identified victim’s mobile device is ever lost or stolen to protect the victim’s identity.</p>
		<p>44. Sample Contract, A.4, Victim Notification Solution Mandatory Functionality Requirements, g., states: “The Contractor shall ensure that the Victim Electronic Notification Solution has sufficient storage intelligence to retain at a minimum of fifteen (15) days of tracking points for the client and associated Offender movements to be accessed by the State on a twenty-four (24) hour a day, seven (7) day a week period.”</p> <p>Will the State explain the 15 days of data storage requirement as compared to the GPS bracelet requirement of 48 hours of activity on a single charge (see A.3 Mandatory Unit Requirements, a.5.)?</p>	<p>The EM unit contains a battery that must be able to operate effectively at a minimum of 48 hours within a single charge. The identified ten (10) days of data storage requirement is related to tracking points of the identified offender attached to the victim’s profile. (Requirement changed to 10 days of tracking points).</p> <p>The State has revised the number of days of data storage from fifteen (15) days to ten (10) days. This requirement of the set days of data storage allows the State to complete the necessary investigation in the event the device is ever removed or lost or loses battery life in order to have historical data to begin the proper search to locate the Offender or review their prior whereabouts.</p> <p>The State is needing a device’s battery life to be able to maintain proper</p>

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			supervision and tracking functionality for at least forty-eight (48) hours in the event a charger is lost or stolen, or the device tag is lost or abandoned before the device loses connectivity.
		<p>45. Sample Contract, A.4, Victim Notification Solution Mandatory Functionality Requirements, j., states: "The Contractor shall ensure that the Victim Electronic Notification Solution has sufficient capability to record active location points of the associated Offender at a minimum of thirty (30) seconds to ensure active Offender location in the event of an Alert trigger." However, A.5, Mandatory Functionality Requirements, e., states: "The Contractor shall ensure that the monitoring system software possesses the capability to retrieve active data points at a minimum of once every sixty (60) seconds."</p> <p>Will the State explain the discrepancy between the victim notification mandatory requirements for location points versus the GPS device?</p>	The State recognizes this a typographical error and has amended this language to reflect Section A.4. j. of RFP Attachment 6.3. to reflect sixty (60) seconds.
		<p>46. Sample Contract, A.5, Mandatory Functionality Requirements, a., states: "The Contractor shall host the EM tracking system on a server in a cloud-based hosting environment that must include infrastructure designed in a FEDRAMP environment to protect all data specific to the State of Tennessee. The Contractor shall not host any other entity's tracking system on the State's identified server. The Contractor's failure to maintain a server in cloud-based hosting environment specific to the State of Tennessee may result in a breach of contract and assessment of liquidated damages." We have two questions:</p>	<p>a. The State will accept a solution that has a database segmented by permissions management to prevent any other customers from seeing or having access to the State's data. The State requires that awarded vendor's solution pass a Vulnerability Management Team (VMT) security assessment before going live.</p>

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		<p>Will the State accept a solution that has the database segmented by permissions management to prevent any other customers from seeing or having access to the State's data?</p> <p>Would the State accept a hybrid model of cloud and on-premises hosting environment if the environments are redundant and have proper back-up protocols in place?</p>	<p>b. The State will accept a hybrid model of cloud and on-premises hosting environment with the environments being redundant and with proper back up protocols in place. The awarded vendor shall supply to the State their protocol for on premises hosting to be approved in writing by the State before going live.</p>
		<p>47. Sample Contract, D.32, Insurance, f. Crime Insurance, 2), states "Any crime insurance policy shall have a limit not less than one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) in the aggregate. Any crime insurance policy shall contain a Social Engineering Fraud Endorsement with a limit of not less than two hundred and fifty thousand dollars (\$250,000). This insurance may be written on a claims-made basis, but in the event that coverage is cancelled or non-renewed, the Contractor shall purchase an extended reporting or "tail coverage" of at least two (2) years after the Term."</p> <p>Will the State consider limiting the Social Engineering Fraud Endorsement to \$100,000?</p>	<p>No, the State has determined that \$250,000 in SEF coverage is reasonable and supported by best business practices and cannot be modified or changed.</p>
		<p>48. Will the State please clarify if it expects narrative responses to Section A in Attachment 6.6, Pro Forma Contract in the proposal response? We did not see it requested in Section 3. Response Requirements of the bid document. (We understand that, by signing Attachment 6.1, respondents are certifying they can meet the mandatory requirements, unless exceptions are noted, but we wanted to make sure we were correct in our assumption).</p>	<p>No narrative responses are required for the Pro Forma Contract. The Pro Forma Contract serves as the basis for the contract that the State anticipates awarding.</p>

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		49. Will the State please clarify if it expects narrative responses to Section E (Field Testing Evaluation Guide) of Attachment 6.2 within the RFP response? Many of the questions are duplicative to Section C.	The requirements as listed in RFP Attachment 6.2., Section E (Field Testing Guide) is for demonstration purposes and do not require a narrative response from the Respondent as these requirements will be evaluated and scored during the field-testing period.
		50. Sample Contract, D.32, Insurance. Regarding all insurance requirements, can the State confirm proof of insurance is required upon contract award, not prior?	Proof of insurance will be required after award but before the contract can take effect.
Attachment 6.2 – Section C	31	51. Can the State confirm if they will be requiring the support staff be onsite to do installations/removals and/or maintenance? If so, how many staff are required?	The awarded vendor shall supply as many support staff as deemed necessary to assist in the formal in-person regional training plan as indicated in RFP Attachment 6.2., Section C, item C.7.
RFP Attachment 6.2 – Section C	32	52. Will the State require the selected Vendor provide phones and/or tablets to officers? If so, how many phones/tablets will be required?	This solicitation does not require the vendor to provide additional mobile devices.
RFP Attachment 6.2 – Section C	32	53. Does the State have a preferred method of transmitting data between the OMS and the EM System? If so, can the State clarify which method is preferred?	The State cannot indicate a preferred method because it has not selected an OMS vendor as the procurement is still in development. Typically, an Application Programming Interface (API) is preferred if the data is transmitted in real-time and a Single File Transfer Protocol (SFTP) if the data is a batch. The data must be encrypted in transit and at rest in either case.
RFP Attachment 6.2 – Section C	33	54. In addition to the State requiring phone calls, texts and emails as part of their protocols, will the State require phone calls to the victims as well?	Yes, the State will require phone calls to victims as well as part of protocol in the

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			event the offender violates the identified exclusion zones.
RFP Attachment 6.2 – Section C	36	55. In addition to the shelf allowance of 30%, does the State require a percentage of lost devices? If so, what is the percentage of lost devices required?	<p>No. The State does not require a percentage for lost devices.</p> <p>The State has modified the RFP and Pro Forma to reflect a thirty percent (30%) shelf rate for Adult Correctional Institutions and a forty-five (45%) shelf rate for Community Supervision. This modification can be found in Amendment 5 of the current contract and is reflected in Amendment 7 of this RFP.</p>
RFP Attachment 6.2 – Section C	31	<p>56. Will the State please identify the number of State personnel that will require initial field office installation training?</p> <p>Will the State please identify the number of locations location(s) to utilize?</p>	<p>Please refer to RFP Section 1.1, which states “the awarded contractor shall provide access to a minimum of two-hundred-fifty (250) state staff.”</p> <p>It is the intention of the State to have initial training conducted on a regional basis within each region of the State. The exact location within the region is currently unknown at this time but will be provided to the awarded vendor upon contract award.</p>
		57. Will the State please provide the current pricing for all electronic monitoring products and services being utilized?	<p>The State is providing the pricing for all EM products as listed in the current contract:</p> <p>Smart Tag \$3.80 per day</p> <p>Mini Victim Unit \$4.00 per day</p> <p>Unit Insurance (covers Smart Tag, OBC and Beacon) \$0.50 per day</p> <p>Smart Tag Deductible \$30 per unit</p>

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			<p>OBC and Beacon Deductible \$20 per unit</p> <p>24/7 Offender Monitoring \$1.00 per offender/per day</p> <p>Smart Tag Replacement Charge \$450 per unit</p> <p>OBC Replacement Charge \$200 per unit</p> <p>OBC Wall Charger Replacement Charge \$50 per unit</p> <p>Unit Release Tool Damage Charge \$100 per unit</p> <p>Unit Release Tool Lost Charge \$900 per unit</p> <p>Beacon Replacement Charge \$250 per unit</p> <p>Victim Notification Unit Replacement Charge \$450 per unit</p> <p>Straps Replacement Charge \$50 per unit</p>
		<p>58. Will the State please provide the number of lost/stolen/damage devices over the past twelve (12) months?</p>	<p>The State is providing data from January 1, 2020 through May 31, 2023:</p> <p>L/D/S Smart Tag: 510</p> <p>L/D/S On Body Charger: 1400</p> <p>L/D/S Charging Dock: 1056</p> <p>L/D/S RF Beacon: 176</p> <p>L/D/S Removal Tool: 16</p>
		<p>59. Will the State please provide the amount the paid for lost/stolen/damage devices over the past twelve (12) months?</p>	<p>The State is providing data from January 1, 2020 through May 31, 2023:</p> <p>L/D/S Smart Tag: \$500</p> <p>L/D/S On Body Charger: \$200</p> <p>L/D/S Charging Dock: \$40</p> <p>L/D/S RF Beacon: \$250</p> <p>L/D/S Removal Tool: \$900</p>

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		60. Will the State please provide the current daily number of active offenders on GPS Monitoring?	Please see the State's response to Question #4.
A.5	9	61. Can the EM tracking system be hosted on a multi-tenant instance in a non-FEDRAMP data Center?	The hosting language placed in every State contract says that if a vendor is hosting State data, the vendor must meet at least one of the following criteria. One is Federal Risk and Authorization Management Program (FedRAMP), one is Service Organization Control Type 2 (SOC2 Type II) and one is International Organization for Standardization (ISO). State verification of compliance is required as well. The State is revising this language in Section A.5.a. and E.6.a.3. to include the additional acceptable criteria. The State's security team will request and discuss the security certification with the awarded respondent prior to implementation.
A.3	8	62. Will the State accept refurbished devices if the contractor is ISO certified, which requires that the contractor to abide by rules on refurbished devices to be in like-new condition?	Please refer to RFP Attachment 6.6., Section A.3.a.13.
C.29	34	63. We currently use Google Maps as the mapping software within our EM. Will the States STS-GIS mapping tool completely replace it and will it be supplied at no cost?	The State is not providing any tools or software just the GIS data in the ESRI Web Map services format at no cost. The State publishes using the ESRI software platform and it is publicly accessible. If a Respondent uses the Google Maps platform, their solution must be able to consume the State's web map services.
A.11	12	64. Can the State provide the number of times overnight shipping has been requested in the last twelve (12) months?	From May 1, 2022-May 31, 2023, the State has requested overnight shipping from the vendor less than five (5) times.

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		<p>65. Attachment 3 Liquidated Damages – We have several questions relating to this section:</p> <p>a. Master Tamper Score = First three Liquidated Damaged Events – Statewide/Regional Search of missing Offender/Local Area Search - Question: Buddi Our company is very confident with our Strap Alerts generating immediately as designed, however it is completely dependent upon the strap being armed by ensuring that the strap is completely locked in and installed properly. Otherwise, the strap does not arm, and the strap alert will not be generated. The current Liquidated Damages Event reads as follows “Contractor EM software failed to notify the State of a Master Tamper operating on an available wireless network across the State requiring an Emergency Response”. Will the Department please consider the following revision, “Contractor EM software failed to notify the State of a Master Tamper when the device is installed properly operating on an available wireless network across the State requiring an Emergency Response”.</p> <p>b. Question: What does the Master Tamper Score in the first three Events represent? How does it affect the monetary damages displayed in the Amounts?</p> <p>c. In Liquidated Damage Events 4,5, and 6 –</p> <p>i. On all these Liquidated damages there is an assumption that has to be made. These are all feasible if there “is an available wireless network across the State”. For example, on the first item it states The Contractor EM software failed to upload collected data points over an available cellular network across the State” as defined...” or The Contractor’s EM software failed to upload collected</p>	<p>a).The State is revising the LD Events 1-3, to state: “Contractor EM software failed to notify the State of a Master Tamper when the device is installed properly operating on an available wireless network across the State requiring an Emergency Response.” However, the State reserves the right to review and assess an LD to the awarded vendor should it be determined that the awarded vendors device was installed properly, and the tracking software failed to notify the State within the timeframe based on protocols set by the State of a Master Tamper.</p> <p>b). The Master Tamper Score represents the public safety risk level based on multiple assessment factors. It would affect the monetary damages displayed in the amounts based on the number of staff that would be required to respond to the field for the master tamper investigation including but not limited to TDOC staff and local, state, and possible national law enforcement partners.</p> <p>c.) The vendor is responsible for communicating in the event the available cellular networks (primary and backup) are down. However, the vendor is not responsible if the vendor’s solution is not</p>

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		<p>data points every (10) ten minutes over 4G or available cellular network across the state to ensure immediate...”</p> <p>ii. Question – If the available cellular networks, primary and backup networks, are down through no fault of the vendor is the vendor liable?</p> <p>d. In Liquidated Damages Event 7 - page 4 of 8 – Could this be amended to read “The Contractor’s EM software failed to monitor the wearer’s location, movement, and rate of movement every 60 seconds where location(s) and movement would ordinarily occur and there is no external actions being taken to prevent it (like masking or shielding or being underground) as set forth in...”</p> <p>e. Similarly, in item 8 – page 4 of 8 – Would the Department consider the following amendment? “The Contractor’s EM software failed to collect and upload data points every ten (10) minutes to provide the State with immediate Access where location(s) and movement would ordinarily occur and there is no external actions being taken to prevent it (like masking or shielding or being underground) to location and time features...”</p> <p>f. In item 9. Would the Department consider the following language amendment. “The Contractor’s EM software failed to identify Exclusion Zones and notify the State where location(s) and movement would ordinarily occur and there are no external actions being taken to prevent it (like masking or shielding or being underground) of a violation as set forth...”</p> <p>g. Would the Department consider the following language amendment in item 10 – “The Contractor’s EM software</p>	<p>operable on primary and back up cellular networks in the event of the networks being down to no fault of the vendor.</p> <p>d). The State is revising Attachment Three “Liquidated Damages” to reflect all language modifications., However, the State reserves the right to review and assess an LD to the awarded vendor should the awarded vendor fail to provide specific and detailed information that is acceptable to the State regarding the EM software failure.</p> <p>e). The State is revising Attachment Three “Liquidated Damages to reflect all language modifications. However, the State reserves the right to review and assess an LD to the awarded vendor should the State’s investigation determine that external actions were taken which caused the awarded vendor’s software to fail.</p> <p>f). The State is revising Attachment Three “Liquidated Damages” to reflect all language modifications. However, the State reserves the right to review and assess an LD to the awarded vendor should the State’s investigation determine that external actions were taken which caused the awarded vendor’s software to fail.</p>

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		<p>failed to notify the State’s designated monitoring center within sixty (60) seconds of a correctly applied and operating alert in order to properly...”</p> <p>h. Would the Department consider the following language amendment in item 11 – page 6 of 8 to state “The Contractor’s EM software failed to record and document a correctly applied and operating alert with the location, date and time upon...”</p> <p>i. Question: Page 7 of 8 - Contractor EM System Monitoring Center staff fails to make outbound calls to officers for emergency alerts to include but not limited to: tampers and victim alerts immediately upon receipt of the alert as set forth in Section A.6.e of the contract. *This provision is solely based upon notification from the State to switch from State-direct monitoring through the Department of Correction’s Central Communication center-direct monitoring. Our company-does not see A.6.e in the existing contract and currently, these functions are now handled by the Central Command Center and our company does not provide this service, nor are there plans to provide these services. Is this a contingency by the vendor to perform these services in case the CCC has a catastrophic outage. If so, where in the current contract is this stated?</p> <p>a. Question: In reference to “Contractor software failed to upload collected data points every ten (10) minutes to ensure immediate location access which resulted in an Elevated Response. The State currently uses several different collection and upload rates. None of the upload rates are set to ten minutes and several of the collection rates are for greater than 60</p>	<p>g). The State will accept this recommendation and will amend the language.</p> <p>h). The State will accept this recommendation and will amend the language.</p> <p>i. Please reference Pro Forma contract section A.6.e. located on page 11.</p> <p>a. The State will accept this recommendation and will amend the language.</p> <p>b. The State is revising Attachment Three “Liquidated Damages” to reflect all language modifications. However, the State reserves the right to review and assess an LD to the awarded vendor should it be determined that the awarded vendors device was installed properly and the tracking software failed to notify the State within the timeframe based on protocols set by the State of a Master Tamper.</p>

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		<p>seconds. Can this be changed from “every ten (10) minutes” to “as defined by the supervision level”?</p> <p>b. Often, tracking devices fail to upload as scheduled due to gaps in wireless coverage or a failure of the wireless infrastructure. How does the state plan to account for those occurrences?</p>	
		<p>66. Regarding page 23 of 91 – Section A.7 & A.8. – In A.7. the technical response is not to exceed 100 pages in length. In A.8. we are to answer the points in this section in one page for the information that is required. It is our belief that A.8. is separate from A.7. Technical Response. Is that correct? We ask because the other sections do not state a page maximum.</p>	<p>Section A.7 specifically refers to Section C responses, not Section A responses.</p>
		<p>67. Regarding page 24 of 91 – A.8 – Subitem 3. and 32 – Section C. – C14 – As the incumbent, we currently are interconnected with the GIS mapping software for zones for pre-schools, schools, and parks. We are not connected with the Offender Management System (OMS). The TOMIS number is added in field in our software. Is this an anticipated project that has not yet occurred but is being planned during the next contract period?</p>	<p>The State is currently in the process of procuring a new OMS and the Respondent’s proposed EM solution must be capable of interfacing with commonly used correctional offender management systems.</p>
		<p>68. Regarding page 32 of 91 – Section – SOFTWARE – subsection C.15. – When this section describes how EM software will utilize role-based security profiles and have the capability to connect the State’s Active Directory Environment” We have two questions regarding this:</p> <p>a. Question: can this be clarified? We understand the role-based security profiles to describe EM software specific user profiles that allow access to all parts of the software including (able to enroll, edit, assign equipment, create zones and apply rules) for some and for others just read only access. Others would not only be able to enroll, edit, assign equipment,</p>	<p>a. The State confirms that this is correct regarding role-based security profiles.</p> <p>b. The State prefers to utilize State assigned active directory sign-on credentials, however, the State will entertain the usage of the Contractor’s assigned sign-on credentials.</p>

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		<p>create zones and apply rules, plus be able to create new users, reset passwords, and change existing role-based security profiles. Is that correct?</p> <p>b. Question: Can you please clarify what is meant by “the capability to connect to the State’s Active Directory Environment?” To maintain security for all users, all systems (not just ours) add new users of the software by creating a new user profile. This is entered directly into the software and only the user receives the username (email address) and a system generated password (which is only received and can be changed by the user) and this part doesn’t interface with Active Directory environments since it a secure system. What is meant by this requirement?</p>	
		<p>69. Regarding page 36 – Attachment 6.2 – Section C. – C.63 – A discreet, small device (in dimensions and weight) seems important to the State. Would it be valuable for this to quantify the maximum weight and dimensions of the device at 6 oz. and under 4” X 4” X 1.25” for the weight and dimensions of the of the device?</p>	<p>The State will not revise this language. The State will review and evaluate all responses to this requirement in its totality.</p>
		<p>70. Regarding page 43 – Section E – Software – E.6 – In this test environment it is important to note that our system will generate a violation in 60 second or less for an exclusion zone that is a simple (circle or polygon of eight nodes or less) and deliver the violation to the CCC or the officer within seconds. However, in the instance of exclusion zones for State Parks, schools, and daycares these are zones that are server based and there are thousands of these zones that the software is viewing to determine wearer compliance. The server does it and generates the alert in sixty seconds or less BUT since it is server-based alert the</p>	<p>The State acknowledges this comment.</p>

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		<p>exclusion zone alert will be delivered when the Tag is set to transmit depending on the what the device profile is set for. Please be aware of this in the evaluation.</p>	
		<p>71. Regarding page 62 through 64 of 91 – CONTRACT BETWEEN STATE OF TENNESSEE, DEPARTMENT OF CORRECTION AND CONTRACTOR NAME - sections A.3. through A.16. – Should vendors respond to these or is this just a sample contract that vendor reviews to understand contract content?</p>	<p>These are the requirements of the State and are just meant for the Respondent to understand.</p>
		<p>72. Regarding 80 of 91 – Insurance - section e. Technology Professional Liability (Errors & Omissions)/Cyber Liability Insurance – Two questions: a. Question: Errors and Omissions Insurance is very different from Cyber Liability Insurance. Exactly what type of coverage are you requiring. One or the other or both? b. Question: Items 1 and 2 - \$5 million per occurrence or claim and in aggregate is extremely high, particularly since the data in our system does not include any sensitive data, e.g., SSN, financial information, etc. In fact, the offender data is considered by the courts to be public information. Can the required amounts of coverage be reduced to \$3,000,000.00 per occurrence and in aggregate?</p>	<p>Resp to Question 1: This is not traditional professional errors & omissions liability but cyber liability insurance covering all acts, claims, errors, omissions, negligence, infringement of intellectual property (including copyright, patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, information theft, damage to destruction of or alteration of electronic information, breach of privacy perils, wrongful disclosure and release of private information, collection, or other negligence in the handling of confidential information, and including coverage for related regulatory fines, defenses, and penalties. Such coverage shall include data breach response expenses, consumer notification, whether required by law, computer forensic investigations, public relations and crisis</p>

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			<p>management firm fees, credit file or identity monitoring or remediation services and expenses.</p> <p>Resp to Question 2</p> <p>No, the State has determined that \$10m in Cyber Liability coverage is reasonable and supported by best business practices.</p>
<p>RFP Section 1.1 and A.3. Mandatory United Requirements</p>		<p>73. Reference RFP Section 1.1, Statement of Procurement Purpose: “The Tennessee Serious and Violent Sex Offender Monitoring Pilot Project Act,” Tenn. CodeAnn. §§ 40-39-301 to 306 (2006) authorizes the Tennessee Department of Correction (“TDOC”) to monitor sex offenders using global positioning system (“GPS”) technology. The State may enroll any offender in the electronic monitoring program convicted of a serious offense, sexual offense or violent offense, or any other offender that the State deems appropriate. Additionally, Tenn. Code Ann. § 39-13-522 (b)(2)(C) (2006) in conjunction with Tenn. Code Ann. § 39-13-524, provides for lifetime GPS supervision of all offenders convicted for the offense of rape of a child, as a condition of parole release.”</p> <p>a. How many offenders are on lifetime GPS monitoring?</p> <p>“The State is seeking a Contractor to provide an EM device that shall work as both a GPS and Radio Frequency (“RF”) in one (1) device, contains a stainless-steel back encased within the strap to make the device tamper resistant once installed, waterproof and can withstand submersion in a minimum of two (2) meters of water, shockproof, capable of disabling location gathering when being used as a dedicated RF unit, and not have</p>	<p>a. As of June 15, 2023, there are a total of 189 offenders currently on lifetime GPS based on current TDOC policy, conviction type and assessment score.</p> <p>b. The requirement will remain as written; however, the State is willing to consider any alternative tamper technology equivalent or superior to steel straps. Any proposed contractual change will need to be submitted to the State in writing for consideration during the additional round of questions due by August 11, 2023.</p> <p>c. The current percentage is 100%.</p> <p>d. Yes. The multiple-sized precut stainless steel banded straps are included in the \$3.80 per day fee.</p> <p>e. There are a total of 17 sizes of steel straps maintained in the State's inventory.</p> <p>f. The State does not have this information.</p>

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		<p>a removable battery as its primary power source,”</p> <p>Also reference:</p> <p>A.3. MANDATORY UNIT REQUIREMENTS.</p> <p>8.The EM unit shall contain a stainless-steel band within the encased cover to make the device tamper resistant and not easily removable by common household items, such as scissors, kitchen knives, pocketknives, and standard screwdrivers, once installed. The EM device shall also be made of waterproof material allowing the device to withstand at a minimum of two (2) meters of water. The unit’s signal cannot be interrupted or disabled by common household items including but not limited to aluminum foil.</p> <p>Also reference Pro Forma Contract item vv. “Tamper Resistant”, means-resistance to tampering, intentional malfunction or sabotage by either the normal users of the device/strap or others with physical access to it. This means the device or strap is not easily removable by common household items including regular household sharp objects (scissors, kitchen knives, pocketknives or other items commonly found within the home such as screw drivers and hammers). The device cannot be removed by pulling or tugging with their own strength but rather requires additional tools or items to provide extra force to remove.</p> <p>Several suppliers provide tamper resistant straps without steel inserts, meeting the requirements in Pro Forma Contract item vv. and the recommendations of the NIJ Offender Tracking Systems Standard 1004.00 for their emergency removal test that an offender tracking device should be able to be removed within a period of 1 minute or less with medical disposal scissors.</p> <p>b. Will the State consider removing the steel strap requirement based on the recommendations of the Offender</p>	<p>g. There are a total of 135 vendor strap removal tools in use by the State.</p>

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		<p>Tracking Systems NIJ Standard 1004.00? i. Alternatively, there are other industry-wide acceptable solutions that make devices tamper resistant. Please confirm that the State will accept alternatives to straps that contain a stainless-steel back encased within the strap.</p> <p>c. What percentage of multiple sized stainless-steel banded straps are currently utilized under the existing contract?</p> <p>d. Are the multiple-sized pre-cut stainless-steel banded straps included in the current vendor's \$3.80 daily rental fee for each GPS monitor? i. If not, what additional amount does the State pay for each stainless-steel strap?</p> <p>e. How many different sizes of steel straps are maintained in the State's inventory?</p> <p>f. How many spare steel straps does the State have available in each division office?</p> <p>g. How many vendor specific stainless-steel banded strap removal tools are used by the State?</p>	
RFP Section 3, Response Requirements, Item 3.3.1.		<p>74. "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."</p> <p>a. Some of the specifications throughout the RFP are needlessly restrictive. Disallowing reasonable and highly effective alternatives that could be incorporated into the State's contract terms and conditions limits competition and eliminates viable solutions from consideration. Will the State please consider removing Item 3.3.1. from the RFP?</p>	The language listed is standard RFP as approved by the State's Central Procurement Office. TDOC has no authority to remove this language, therefore, the language will remain as written.
RFP Section D.5. Termination for Convenience		75. Would the State please consider allowing the Contractor to terminate for convenience with at least thirty (30) days prior written notice?	No, this requirement will remain as written.
Attachment 6.2, Specification A.3.		76. "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	This means within 3 months of proposal submission.

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		<p>business letter, signed, and dated within the past three (3) months.”</p> <p>a. Does the State require this documentation within three months of proposal submission or within three months of RFP release?</p>	
Attachment 5.2, Specification A.7.		<p>77. “Respondent’s Technical Response submitted for RFP Attachment 6.2. Section C, must not exceed one hundred (100) pages in length and all text must be at least a twelve (12) point font (maps, graphs, and charts included as an appendix will not count against this page limit).”</p> <p>Reference Attachment 6.2, Specification C.1:</p> <p>“The executive summary must be no more than four (4) pages in type no smaller than ten (10) point.”</p> <p>a. To ease readability and allow vendors to use a consistent font size throughout submitted proposals, will the State please consider revising <i>Specification A.8</i> to read “must be at least a ten (10) point font”? This is consistent with industry standard font requirements.</p> <p>b. Please confirm that vendors may use smaller font sizes in graphics, tables, charts, and other visuals to enhance readability.</p>	<p>a. The requirement will remain as written. Respondent’s executive summary in response to item A.8. must be at least a twelve (12) point font.</p> <p>b. Respondent’s may use a smaller font, no less than an eight (8) point font in graphics, tables, charts, and other visuals.</p>
Attachment 6.2, Specification A.8.1.		<p>78. “Confirmation that the Respondent can supply a cloud-based server separate, distinct, and specific to the State of Tennessee. The server CAN NOT be shared with any other entity.”</p> <p>a. The State is seeking a cloud-based hosting solution for the monitoring software. A cloud-based electronic monitoring system production and fail-over environments are comprised of several linked “servers” that perform specialized functions and tasks. As such, system environments capable of supporting the State’s EM program do not operate on a single “server”. Creating a completely separate data processing environment exclusively for the State would only add considerable cost to the solution and not provide any additional performance or security. Please confirm that the State will accept a multi-tenant, cloud-based solution that partitions</p>	<p>a. Yes, the State will accept a multi-tenant, cloud-based solution that partitions Tennessee DOC data. However, the solution must be verified by the State’s Vulnerability Management Team (VMT) before going live. If the Respondent does the segmentation properly and can be properly verified by the State’s VMT, then the State is willing to accept this solution. The Respondent’s solution must meet one of the three (3) standards: FEDRAMP, SCO 2 Type II or ISO.</p>

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		<p>Tennessee DOC data. This is an industry standard solution that supports data segregation and access in a cloud-based environment.</p> <p>“Confirmation that the Respondent can provide maintenance and support for the proposed EM solution based within the United States.”</p> <p>b. Please clarify if the term “based” used in this requirement is to be interpreted as pertaining to (1.) someone whose personal legal address or registered business address is located in the U.S., or (2.) a person who happens to be physically located in the U.S. at the time said service was provided?</p> <p>c. Please confirm that “maintenance and support” as described in this section include financial, managerial, and executive leadership services provided by the vendor organization’s senior leadership team and principal owners.</p>	<p>b.</p> <p>c. Cloud Hosting must be in the continental United States.</p> <p>d. Leadership must reside within the continental United States.</p>
Attachment 6.2, Section B		79. Please confirm there are no page limits associated with this section of proposal submissions.	Correct, there is no page limit with this section.
Attachment 6.2, Specification B.6.		80. “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.” a. What specific type of information is requested by this requirement? Will the State please provide examples about the “relevant details” required?	The State is seeking details of any mergers, acquisitions, or change of control that have occurred within the last ten (10) years. This can be presented in the form of media releases, signed merger agreements, letters of intent, or transition services agreements. This list is not all inclusive and serves as examples of types of documents the State will accept.
Attachment 6.2, Specification B.13.		81. “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 position	a. The State has revised RFP Attachment 6.2., Section B.13. to allow Respondent’s to submit position descriptions and minimal credential requirements in lieu of

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		<p>descriptions and minimal credentials for each of the people listed.”</p> <p>a. As the State requires dedicated personnel to fulfill contract requirements, only the incumbent provider will have personnel identified for all positions. Please confirm that for any employees that will be newly-hired employee (contingent upon award), the State will accept job descriptions and minimum qualifications in lieu of named vendor personnel.</p> <p>b. Please clarify the timeframe for “estimated number of hours”. Does the State require this on a daily basis, yearly basis, or over the entire length of the contract, for example?</p>	<p>resumes as referenced in this Amendment.</p> <p>b. The timeframe for “estimated number of hours” shall be evaluated on a daily basis.</p>
Reference Attachment 6.4		<p>82. “The Respondent will be solely responsible for obtaining completed reference questionnaires as detailed below... Provide references from individuals who are not current State employees of the procuring State Agency for projects similar to the goods or services sought under this RFP and which represent: two (2) contracts Respondent currently services that are similar in size and scope to the services required by this RFP; and three (3) completed contracts that are similar in size and scope to the services required by this RFP.”</p> <p>a. As electronic monitoring contracts are 24/7/365 programs—in which services are provided on a continual basis throughout the life of the contract—will the State please consider removing the requirement for “three completed contracts”? i. Alternatively, will the State please define “completed project”? Does this mean contracts that have been re-awarded to vendors?</p> <p>b. Please confirm that the State will accept and evaluate a total of five references.</p>	<p>a. The State will not remove this requirement. The requirement will remain as written.</p> <p>a.i. A completed project shall mean any contract that has come to its natural end without early termination. This applies whether a new contract has been awarded to the vendor or not.</p> <p>b. Respondents should refer to the Attachment 6.4 for the number and type of references needed. Please note that references are not evaluated and are merely meant to confirm that a Respondent is responsible.</p>
Reference 6.2 Section C.5		<p>83. Provide a narrative that illustrates how the Respondent will provide EM system hardware and software to support electronic tracking and monitoring, using Global Positioning System (“GPS”), Location Based Services (“LBS”), Radio Frequency (“RF”) technology, as well as other technologies.</p>	<p>The State’s intent is for the Respondent to provide technologies that are currently in development or could be used by the State.</p>

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		<p>a. Please provide examples of “other technologies” that the State desires.</p>	
<p>Attachment 6.2, Specification C.6.</p>		<p>84. “Provide a narrative that illustrates how the Respondent will provide support staff for the Respondent’s management of the proposed EM system including one (1) Account Manager to handle all account related issues for the State of Tennessee. The Contractor shall also provide other support staff as needed.”</p> <p>a. Does the State require these employees to be dedicated solely to this contract? In other words, can the Account Manager be assigned job duties that are not exclusive to the TN DOC?</p> <p>b. Does the State anticipate just one full-time employee will be needed to meet this requirement?</p> <p>c. Please provide examples of the duties associated with the required position.</p>	<p>a. No. The State does not require the assigned Account Manager to be solely dedicated to the State of TN account.</p> <p>b. The State reserves the staffing decision to be made by the Respondent regarding the total number of staff needed to support State of TN operations as listed in the Pro Forma contract.</p> <p>c. The Respondent shall provide examples of the duties associated with the position of Account Manager as listed in Pro Forma Contract section A.13.a.</p>
<p>Attachment 6.2 Specification C.11.</p>		<p>85. “Provide a narrative that illustrates how the Respondent will provide forensic evaluation of equipment to confirm deliberate damage with secure chain-of-custody procedures for units needed as evidence for prosecution of vandalism or tampering as well as expert witness testimony.”</p> <p>a. The costs associated with testimony are frequently discussed during procurement question and answer phases. It is difficult for vendors to appropriately cost testimony services with no knowledge of the historical frequency of such requests. In addition, costs associated with testimony vary based on the type of expert required by the State. For example, the cost of sending an in-state, dedicated account manager to testify is much less than the costs associated with sending an out-of-state engineer.</p> <p>To support a competitive procurement environment, we request that the State includes a phrase that “the vendor reserves the right to request</p>	<p>The requirement will remain as written. All costs associated with expert “in-person” testimony required by the court or local jurisdiction shall be at the expense of the Contractor.</p>

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		reimbursement for in-person testimony when appropriate.”	
Attachment 6.2 Section C. 14		<p>86. Provide a narrative that illustrates how the Respondent will transmit data between the State's Offender Management System (“OMS”) and the EM System in an encrypted format to meet all applicable State security requirements. Reference page 59 Pro Forma Contract: ss.</p> <p>“OMS” means Offender Management System. The commercial off-the-shelf (“cots”) software application, and TOMIS replacement, which enables TDOC to effectively manage Offenders by utilizing current technologies and which conforms to the CTA standards and best practices.</p> <p>a. What specific data fields need to be communicated to the vendor's monitoring software?</p> <p>b. What OMS is the State currently using?</p> <p>c. Is it capable of two-way communication in an encrypted format with any vendor's EM system?</p> <p>d. Is the incumbent vendor's system currently meeting this requirement?</p> <p>e. Will the State allow a new vendor a period of time to transition in a new data transmission process? If so, how much time is anticipated?</p>	<p>a. The basic attributes that make up an Offender's profile, which includes, but shall not be limited to the following: Offender Name, Address, Height, Weight, Age, Date of Birth, Conviction(s), Community Supervision Office Assignment, and State Staff Assignment.</p> <p>b. The State's current OMS is a legacy system of record that includes information of all aspects of an inmate's incarcerations and community supervision from intake to release.</p> <p>c. The State's current OMS is a mainframe system that uses a combination of COBOL in addition to a DB2 database.</p> <p>d. The current Contractor's system does not interface with the State's OMS. The State is currently in process of procuring a new OMS the Respondent's proposed EM solution must be capable of interfacing with commonly used correctional offender management systems.</p> <p>e. Yes. The anticipated transition time shall be determined upon contract award based upon equipment and software needs.</p>
Attachment 6.2 Specification C. 15		<p>87. “Provide a narrative that illustrates how the Respondent's EM Software will utilize role-based security profiles and have the capability to connect the State's Active Directory Environment.”</p> <p>a. Many modern electronic monitoring software solutions are cloud-based and do not rely on Active Directory Environments</p>	The State prefers to utilize State assigned active directory sign-on credentials, however, the State will entertain the usage of the Contractor's assigned sign-on credentials.

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		to define user permissions. To support a competitive environment, will the State please consider removing “and have the capability to connect the State's Active Directory Environment” from this specification?	
Attachment 6.2 Specification C. 18.		88. “b. The EM device’s transmitter is low” a. Please confirm “low” refers to battery power. If not, please clarify.	The phrase “Transmitter Low” refers to a Radio Frequency (RF) transmitter having a low signal.
RFP Attachment 6.2, Item C. 25		89. “Provide a narrative that illustrates how the EM system will accept individual wearers’ schedules within the Inclusion and Exclusion Zones.” Reference Pro Forma Contract item x. “Exclusion Zone” means an area into which entry is not permitted, such as a public school, private or parochial school, licensed day care center, other childcare facility, public park, playground, recreation center or public athletic field available for use by the general public as referenced within Attachment Two, TDOC Policy #704.04. a. Exclusion Zones typically do not require variable schedules that would permit an individual wearer to be in that zone at certain times and prohibit them at other times. Instead, monitored offenders are generally prohibited from entering Exclusion Zones at any time. Please confirm Exclusion Zones do not require variable schedules.	Variable schedules are not required for Exclusion Zones.
RFP Attachment 6.2, Item C. 27.		90. “Provide a narrative that illustrates how the Respondent’s EM system will adapt to routinely scheduled updates of Offender data received from the State to update the Offender zones without requiring the State to re-create the Offender zone settings.” a. This specification requires highly customized software integration with third party systems and would require a significant development effort and extensive testing, greatly increasing program costs. Additionally, automatically assigning or adjusting zones removes the crucial element of discretion from the monitoring officer and entrusts the vendor and their software with establishing or adjusting zones. This	The requirement will remain as written.

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		introduces significant risk and liability to all parties involved in the monitoring process. Will the State please remove this requirement to allow for vendors to submit a cost-effective and responsible solution to updating Offender zones?	
Pro Forma Contract, Item K.		<p>91. CDMA” means Code Division Multiple Access. A channel access method used by various radio communication technologies. CDMA allows for multiple access, where several transmitters can send information simultaneously over a single communication channel; which allows several users to share a band of frequencies.</p> <p>a. The National wireless carriers in the United States shut down the CDMA wireless network as of December 2022. Will the State consider removing this item from the contract?</p>	The State is removing definition “k” “CDMA” in the pro forma contract and all definitions have been renumbered accordingly.
Pro Forma Contract item dd		<p>92. “GSM” means Global System for Mobile Communications. A standard utilized to describe the protocols for the generational digital cellular networks used by mobile devices such as mobile phones and tablets. a. The National wireless carriers in the USA shut down the older generation GSM wireless network in 2022. Will the State consider removing this item from the contract?</p>	The State is removing definition “dd” “GSM” in the pro forma contract and all definitions have been renumbered accordingly.
Attachment 6.2, Specification C. 29.		<p>93. “Provide a narrative that illustrates how the Respondent shall utilize the State’s STS – GIS Services’ Tennessee Base Mapping Program (“TNBMP”) data products in partnership with the State and local law enforcement agencies. Local GIS data products that meet or exceed TNBMP technical specifications may be used where TNBMP data products do not exist. Please note that the awarded Contractor shall not duplicate existing GIS base mapping data products.”</p> <p>a. To the best of our knowledge, nearly all vendors’ electronic monitoring software integrates with industry-best mapping service providers, such as Google Maps or Bing Maps. Please confirm the State will accept this type of solution in lieu of local GIS data products.</p>	<p>a. The State’s requirement will remain as written. The State utilizes external GIS to verify locations that could be considered as possible exclusion or inclusion zones for Offenders under supervision of the State. The awarded Respondent may utilize Google mapping software in conjunction with the State’s STS-GIS Services’ Tennessee Base Mapping Program (“TNBMP”).</p> <p>b. The State is providing the URL’s utilized by the STS-GIS team for the</p>

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		<p>b. What are the integration capabilities of State's TNBMP system and data to Google's mapping system?</p>	<p>Contractor to either consume or download into their software solution. The State does not require a direct interface between the Contractor's monitoring system and the State's TNBMP. The State only requires that the awarded Contractor's software work in conjunction with the State's GIS Data retrieved through the TNBMP.</p> <p>https://tnmap.tn.gov/arcgis/rest/services/PUBLIC_SAFETY/CORRECTIONS_EXCLUSION_ZONES_NO_BUFFER/MapServer</p>
<p>RFP Attachment 6.2, item C. 31</p>		<p>94. "Provide a narrative that illustrates how the GPS EM system can be configured with data supplied by the State to auto-populate a default setting of Exclusion Zones based on the State-defined category of wearer. For example, an Offender is entered into the EM system under the category of "Sex Offender", resulting in the automatic creation of Exclusion Zones "all parks" and "all schools"."</p> <p>a. Will the State accept alternative solutions that support the quick application of pre-defined group zones to individual clients?</p>	<p>The Respondent must provide multiple options for categories that have custom rules as not all convicted sex offenders under supervision of the State have the same restrictions on zones.</p>
<p>RFP Attachment 6.2, item C. 33</p>		<p>95. "Provide a narrative that illustrates how the EM system is able to record the date."</p> <p>a. Please describe what "date" the State is referring to in this context</p>	<p>The "date" refers to the date that the offender location is noted and captured in the EM system.</p>
<p>RFP Attachment 6.2, item C. 38</p>		<p>96. "Provide a narrative that illustrates how the EM system will allow the State to set up individual protocols for each wearer."</p> <p>a. Please provide examples of typical individual protocols for each client wearer.</p>	<p>a. Example: Only Offenders who were convicted as an adult of a sexual offense against minors have a one thousand (1000)</p>

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		<p>b. Please define “protocols” in this context.</p>	<p>foot restriction and they would need protocols for these to Alerts the officer. Offenders who were convicted as juveniles do not have these restrictions and there would be a separate protocol for those Offenders without this restriction. The protocols are established by assigning a Default Protocol for that particular Offender, so it does not have to b entry by the State.</p> <p>b. Please refer to RFP Attachment Two (TDOC Policies) Policy #704.12 Global Positioning System Offender Monitoring.</p>
<p>Attachment 6.2, Specification C. 67 and Pro Forma Contract, Section A. 11, item A</p>		<p>97. Reference Attachment 6.2, Specification C.67 and Reference the Pro Forma Contract, Section A.11, item A: “The Contractor shall provide, at a minimum, a thirty percent (30%) shelf rate to the State, which shall be independent between the State’s Institutional and Community Supervision population. The State determines the shelf inventory to be confirmed as active. Spare units can be included within the active inventory status; however, non-recoverable units cannot be included in the active shelf inventory.” An “active unit” is generally considered active based on each day the unit is assigned to an offender / client. Similarly, units are considered “inactive” when the serial number is not assigned to an offender / client but is assigned to the State’s inventory of monitoring units. This is standard practice in the electronic monitoring industry.</p> <p>a. How does the State confirm the shelf inventory is “active”?</p>	<p>a. The State confirms active shelf inventory based on the number of Offenders showing in the Contractor’s software as actively wearing an EM device.</p> <p>b. The State has revised the language within RFP Attachment 6.6, Pro Forma Contract, Section A.11.a. The State’s Institutional population shall have a shelf rate of thirty percent (30%) and the State’s Community Supervision population shall have a shelf rate of forty-five percent (45%).</p> <p>c. The formula utilized is based on forty-five percent (45%) of the active wearer population for the Community Supervision</p>

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		<p>b. Please describe the formula the State envisions using to determine the 30% shelf spare rate.</p> <p>c. Will the State agree to pay for excess units that exceed the 30% spare allowance?</p> <p>d. Is the 30% spare allowance based on a State-wide aggregate?</p> <p>e. Please explain the process whereby “The State determines the shelf inventory to be confirmed as active.” By most vendors’ standards, “shelf inventory” and “active” units are mutually exclusive (i.e. one cannot be “confirmed” as the other).</p> <p>f. Re “Spare units can be included within the active inventory status” please explain “included”. Included how? Again, “spare” units and “active” inventory are mutually exclusive (i.e. one cannot be “included” with the other).</p> <p>g. Please further define what are “non-recoverable units”.</p>	<p>d. The State has revised the shelf rate to separate the Community Supervision and Institutional population. The new rates are based on aggregates within each division.</p> <p>e. The shelf inventory has to be readily available to install without having to request activation from the vendor and actively communicating with the vendor’s identified and approved server.</p> <p>f. Spare units are additional units that are over the amount of an identified location’s shelf rate to be utilized in excess of the shelf rate for verified pending releases or for those offenders who are newly sentenced to EM supervision by the courts.</p> <p>g. Non-recoverable units are units that the State is unable to retrieve due to absconding, incarceration, or death.</p>
Attachment 6.2, Specification C. 75		<p>98. “Provide a narrative that illustrates how the Respondent’s EM System Monitoring Center interface provides visual indicators and audible tones for new Alerts and locked Alerts which have not had a step completed within the appropriate time frame as defined by the State.”</p> <p>a. Audible tones are often distracting to monitoring center staff. Many modern solutions use visual indicators to</p>	<p>The State has amended the requirement to allow for visual indicators to communicate new Alerts and locked Alerts which have not had a step completed within the appropriate time frame as defined by the State and referenced in this Amendment.</p>

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		<p>communicate the information required by this specification. Please confirm that the State will accept a solution that provides visual indicators in lieu of audible tones.</p>	
<p>Attachment 6.2, Specification C. 89</p>		<p>99. "Provide a narrative that illustrates the Respondent's ability to provide monitoring center personnel capable of contacting the State in a variety of ways, such as by landline telephone, cellular telephone, e-mail, pager, fax, or text depending on the nature of the offense Alert as designated by the State." a. Requiring live phone calls from operators inherently increases vendor costs. To support providing the State with the most cost-effective proposals, please provide statistics regarding the number of times the incumbent vendor's staff have performed outbound calls. Specifically: i. On a monthly basis, how many outbound calls does the incumbent perform, on average? ii. How many total calls were performed in the last 12 months? iii. What specific alerts require vendor staff to perform live calls?</p>	<p>a. The State currently utilizes the Central Communication Center for the provision of manual outbound calls to officers to triage alerts received from an Offender's device. On average, the CCC places about 125 calls monthly for strap alerts and low battery alerts. However, if the State transitions to a vendor operated monitoring option, the awarded Contractor would be required to provide outbound telephone calls to offenders and officers. If vendor monitoring is provided, telephone calls will have to be made to the offender and the officer.</p> <p>ii. The State is providing data from July 1, 2022-June 30, 2023, regarding the total number of calls made to officers by the CCC. During this time, the CCC placed 6,500 calls for strap alerts and low battery alerts.</p> <p>iii. Please refer to TDOC Policy #704.12 of the GPS Protocol Guide and Central Communication Center Policy #103.15 which can be found in Attachment Two (TDOC Policies). The awarded Respondent must comply with the policy and protocols as written.</p>

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Attachment 6.2, item C. 95		<p>100. "Provide a narrative that illustrates how the Victim Electronic Notification Solution will transmit electronic notifications to parties enrolled in the program." a. Please confirm "parties" refers to victims.</p>	<p>Yes. For C.95. as outlined in Attachment 6.2., "parties" refers to "victims."</p>
Attachment 3, Liquidated Damages		<p>101. a. There are 16 Liquidated Damages Events listed in Attachment Four "Liquidated Damages" that specify the Damages Amounts for when a vendor's software, equipment, and monitoring center staff fails to report, perform or notify within State-specified time spans or intervals. There are many factors beyond any EM vendor's ability to control that could trigger many of these listed events. Will the State provide reasonable time allowances for vendors to remedy without penalties? b. In the last 12 months, how many Master Tamper Responses Statewide, Regional, and Local Area searches have been initiated and led to liquidated damages? c. Referencing Attachment 2 page 84 Master Tamper: A master tamper is the unlawful intentional tampering with, removal of, or vandalism to a device issued pursuant to a location tracking and crime correlation based monitoring and supervision program described in T.C.A. Section 40-39-302 by a person duly enrolled in such a program to the extent as to prevent the device from transmitting the current location of the offender. Also referencing Pro Forma Contract mm. "Master Tamper" means an Alert given when a GPS device is physically removed from the body of the wearer and the satellite signal is disrupted as referenced in Attachment Two, TDOC Policy #704.12. i. Please describe the State's process or workflow for software to determine how the State envisions how software can determine "unlawful intentional tampering, removal of or vandalism to a device" in order to notify on a "Master Tamper" verses a strap tamper?</p>	<p>a. The State will not allow a cure period before the imposition of Liquidated Damages. b. For the period of July 1, 2022-June 30, 2023, there have a total of 17 true master tampers that resulted in the absconding of the offender which required resources to conduct the necessary searches. Liquidated Damages were not assessed as the offenders were caught and returned to custody. c.i. The proposed EM software shall determine a breach in the connection. The State's investigation results will determine if a true tamper occurred or not.</p>
Attachment 6.2, item C. 102		<p>102. "Provide a narrative that illustrates how the State will be able to offload GPS data from a device through Wi-Fi connectivity."</p>	<p>a. The State's intent is to obtain the Wi-Fi information of an</p>

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		<p>a. Most Wi-Fi network SSIDs and routers have unique secure passwords that GPS tracking devices do not store. Public Wi-Fi networks are highly vulnerable to many IT security issues for devices and computers connecting through them. Although receiving location information from Wi-Fi IP addresses is becoming more common in the electronic monitoring industry, transmitting or sending GPS and device data through Wi-Fi connectivity is not a widely accepted practice. Please describe examples of use cases the State has in mind for this functionality.</p> <p>b. To remain consistent with the functionality described in the Pro Forma Contract, A.3., Item 6. which states “The unit shall contain Wi-Fi Sniffing capability to ensure adequate tracking in remote areas where LTE reception is limited or non-existent as determined by the State.”, please confirm that the State’s intent with the Attachment 6.2, item C.102 specification is only to utilize Wi-Fi connectivity for generating location data.</p>	<p>assigned Offender and place the information in the Offender’s profile. The Offender is required to provide the Wi-Fi name and password to the State.</p> <p>b. The State has various intentions for utilizing Wi-Fi connectivity, one of them being generating location data. The State reserves the right to incorporate other uses for Wi-Fi connectivity at its discretion.</p>
RFP Attachment 6.2, item C. 105		<p>103. “Provide a narrative that illustrates the Victim Electronic Notification Solution’s capabilities for sending Alert notifications to a user’s mobile phone through text messaging to ensure prompt notification times.”</p> <p>a. The State is accepting mobile applications for victim solutions, and generally mobile applications generate push notifications rather than text messages for user communication. Please allow push notifications as an acceptable means to send Alert notifications to victim users.</p>	The State will accept this modification and will amend the requirement.
Pro Forma Contract		<p>104. a. Numerous mandatory requirements detailed within the Pro Forma Contract are incongruent with requirements detailed in <i>Attachment 6.2</i>. There are contradictions and differing requirements between these two sections of the State’s RFP. Will the State please clarify which set of requirements (specifications contained in <i>Attachment 6.2</i> OR the Pro Forma Contract) vendors are required to meet?</p> <p>b. In addition, there is likely not a single vendor in the industry that can meet all the requirements detailed in both</p>	<p>a. If there are requirements in the RFP or in the Pro Forma that are unclear, the Respondent may ask the State for additional clarification regarding requirements or Pro Forma contract revision.</p> <p>b. Respondent’s must provide a solution that meets the State’s specified requirements. If</p>

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		<p><i>Attachment 6.2</i> and the Pro Forma contract. Several specifications are not consistent with industry standards. Please provide guidance to vendors on how to respond to requirements that may be specific to a single vendor or device.</p>	<p>a Respondent's proposed solution does not meet the specified State requirements the proposal will be evaluated accordingly.</p>
<p>Pro Forma Contract, Section A.2. Definitions</p>		<p>105. "Global Exclusion Zone Data" means a set of geocoded data of the property lines of areas in Tennessee determined by statute and/or department policy to be off limits for a category of Offenders uploaded directly from STS GIS services to the Electronic Monitoring Contractor's mapping system." a. Will the State please elaborate on the type of solution required by this definition? b. Alternatively, will the State outline the current implementation of this solution to support vendor understanding?</p>	<p>a. The State requires the receipt of geocoded data when an Offender's profile is established to include Inclusion and Exclusion Zones. If an Offender enters an Exclusion Zone, the zone data should trigger an Alert and the data should be recorded and provide a report when an exclusion is triggered. The report itself should be an ad hoc reporting function of the awarded Contractor's software.</p> <p>b. The current Contractor's solution has no current bearing on the requirements outlined in this RFP and all responsive Respondent's proposed solutions must meet all requirements defined by the State in providing Global Exclusion Zone Data.</p>
<p>Pro Forma Contract, Section A.4., item i.</p>		<p>106. "The Contractor shall work with the State, as directed by the State, to ensure that mobile application development incorporates appropriate branding, design, technologies, and integrations with the State's web portal. The Contractor shall ensure that...The Contractor shall deliver deployable mobile application packages to the State's STS Enterprise Development Solutions team for publishing on the State's section of Apple's App Store. The Contractor shall not deploy/publish the app." a. Similar to vendor software, electronic monitoring mobile applications are available for pre-authorized use by all contracting agencies via download in the app store. Does the State expect their</p>	<p>If the Respondent's intent is to publish the mobile application into the Apple store under the State of Tennessee account, then STS's Enterprise Shared Solutions Team will need to build and release the mobile app into the respective app store. The source code must be provided to the State to be able to build the mobile app.</p> <p>If the Respondent's intent is to the publish the mobile application into the Apple store under the</p>

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		logos and branding to be included in the mobile application?	Respondent's current functionality, then the mobile application can be downloaded as it is currently designed by the Respondent as long as it meets Apple iOS operating system standards set forth by the State.
Pro Forma Contract, Section A. 5, item a		<p>107. "The Contractor shall host the EM tracking system on a server in a cloud-based hosting environment that must include infrastructure designed in a FEDRAMP environment to protect all data specific to the State of Tennessee. The Contractor shall not host any other entity's tracking system on the State's identified server. The Contractor's failure to maintain a server in cloud-based hosting environment specific to the State of Tennessee may result in a breach of contract and assessment of liquidated damages."</p> <p>a. Please confirm that the State will accept a multi-tenant, cloud-based solution that partitions Tennessee DOC data. This is an industry standard solution that supports data segregation and access in a cloud-based environment.</p>	Please see the State's response to Question #78.
Pro Forma Contract, Section A. 11, item d		<p>108. "Upon request from the State, the Contractor shall provide all new requested units or consumables within twenty-four (24) hours upon notification from the State and incur all shipping costs and fees. In the event of an inventory shortage for new equipment, the Contractor shall obtain written approval from the State prior to the issuance of certified refurbished equipment. Any approved certified refurbished equipment deemed to be non-operational upon inspection shall be returned to the Contractor at the Contractor's expense." Also reference the Pro Forma Contract, Section A.3, Item 13: "The Contractor shall supply the State with new equipment upon request for returns, trade-in, and/or refurbishing. All equipment shall be in optimum working condition. In the event of an inventory shortage for new equipment, the Contractor shall obtain written approval from the State prior to the issuance of certified refurbished equipment,"</p>	<p>a. This requirement applies to all shipments not just emergency requests. The costs for all shipments requested by the State shall be incurred at the Contractor's expense.</p> <p>b. The State estimates fourteen (14) Community Supervision District Offices and eleven (11) Adult Correctional Institutions to be in receipt of units and consumables. The State anticipates the possibility of a satellite office to receive units and consumables if necessary.</p> <p>c. The requirement shall remain as written.</p>

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		<p>a. Does the State require overnight shipping for all equipment and consumables? Allowing standard delivery terms will allow vendors to reduce costs. i. Would the State consider requiring vendors to ship items within 24-hours in emergency situations only?</p> <p>b. How many locations throughout the state receive shipments of units and consumables?</p> <p>c. Original equipment manufacturers (OEMs) routinely fill orders with a combination of new and verified like-new units from pools of rental stock in order to provide cost effective service. Requiring only "all new" never-previously-used units as a standard practice throughout the term of the agreement dramatically increases costs to the State with marginal benefit. Will the State consider revising the requirement to allow vendors to provide new or like-new units throughout the term of the contract and without requiring prior written approval for issuance of certified refurbished units?</p>	
Pro Forma Contract, Section A. 12, item A		<p>109. "The Contractor shall provide a formal regional in-person training program for as many PSU staff, institutional staff, and monitoring center agents as deemed necessary by the State with fixed interval update training on a regional basis to ensure ongoing competency on new products and system features."</p> <p>a. How many locations will the awarded vendor be required to perform trainings?</p> <p>b. How many State staff are required to attend trainings at each location? In total?</p>	<p>a. The awarded Respondent shall provide training to employees within the State's three (3) regions along with specialty training for the staff at the State's Central Communication Center (CCC). However, the State reserves the right to increase the number of trainings needed.</p> <p>b. The number of State staff varies per region however, the awarded Respondent shall be prepared to provide training to a minimum of thirty (30) up to a maximum of seventy (70) staff per region, per session.</p>
Pro Forma Contract,		110. "Administrator(s). The Contractor shall designate one (1) or more employees to	See the State's response to question 84.

RFP SECTION	PAGE #	QUESTION / COMMENT	STATE RESPONSE
Section A. 13, Item A		<p>act as Administrators to be responsible for managing all operations of the Contract. The Contractor shall ensure that the Administrators individuals shall be responsible for working with the State to execute the transition plan, shall assist in staff training and shall manage daily operations as outlined in the Contract and as approved by the State. The Contractor's assigned delegate(s) shall be available by telephone communication, email, and text."</p> <p>a. Does the State require this employee to be dedicated solely to the contract? In other words, can the employee be assigned job duties that are not exclusive to the TN DOC?</p> <p>b. Does the State anticipate one full-time employee will be required to meet this requirement?</p> <p>c. Please provide the duties associated with the required position.</p>	
RFP Attachment 6.2, item D.1.		<p>111. "The Respondent was able to describe and demonstrate the design and full operation of the proposed Electronic Monitoring ("EM") device and software, to include technical qualifications as related to proposed solutions for delivery of services, device registration, device installation user profile set-up, device monitoring, device removal, user access accounts and capabilities, and all other features of the proposed software."</p> <p>a. Will the system and equipment demonstration require showing the integration and use of the State's TNBMP system?</p> <p>b. Demo "all other features of the proposed software"?</p>	<p>a) Yes. The system and equipment demonstration shall require showing the integration and use of the State's TNBMP system to verify that the Respondent's solution can consume the service as provided in the technical response. The State's preference is to see the integration during the Oral Presentations and represented by the awarded vendor prior to contract implementation.</p> <p>B) For the purposes of demonstration, the State requires Respondents who propose additional features to the proposed software to be demonstrated as well.</p>
Pro Forma Contract, Section D.32.		<p>112. "Contractor shall maintain insurance coverage as specified in this Section. The State reserves the right to amend or require additional insurance coverage, coverage amounts, and endorsements required under this Contract."</p> <p>a. Please confirm that should the State require additional or amended insurance</p>	<p>(a) Any changes or adjustments to program costs shall be subject to funds availability and an approved contract amendment signed by both parties.</p>

RFP SECTION	PAGE #	QUESTION / COMMENT	STATE RESPONSE
		<p>coverage, the contractor will reserve the right to adjust program costs accordingly.</p> <p>“Contractor’s failure to maintain or submit evidence of insurance coverage, as required, is a material breach of this Contract.”</p> <p>“At any time, the State may require Contractor to provide a valid COI. The Parties agree that failure to provide evidence of insurance coverage as required is a material breach of this Contract.”</p> <p>b. Will the State please define “material breach”?</p> <p>“Contractor shall provide the COI ten (10) business days prior to the Effective Date and again thirty (30) calendar days before renewal or replacement of coverage.”</p> <p>c. In insurance markets, obtaining a certificate 30 days before renewal or replacement is not a normal practice. Would the State please consider revising this requirement to 7 days before instead of 30 days?</p> <p>Providing renewal certificates (30) days in advance of policy expiration is not possible. Insurance certificates can only be issued after the policy is bound, which is usually less than 1 week prior to expiration.</p> <p>“e. Crime Insurance”</p> <p>d. Please confirm that cyber theft and extortion is covered under Cyber policy versus Crime Insurance.</p> <p>e. Pleased confirm Cyber policies will meet the requirement.</p> <p>“The policy must allow for reporting of circumstances or incidents that may give rise to future claims, include an extended reporting period of no less than two (2) years with respect to events which occurred but were not reported during the term of the policy, and not contain a condition requiring an arrest or conviction.</p> <p>f. Will the State please consider revising this specification to read “The Contractor agrees to maintain Crime Insurance during the course of this agreement and any cancelation of the Crime Policy, that does not include procuring a new policy meeting the terms of Section E, will</p>	<p>(b) A “material breach” of this contract would be a failure of the contractor to perform its part of this contract in a manner that makes the contract substantially different from that originally agreed to.</p> <p>(c) The State would be agreeable to revising the COI requirement from 30 days to 7 business days.</p> <p>(d) The State cannot confirm. A Crime Liability insurance policy generally provides coverage for third party fidelity, including cyber theft and extortion.</p> <p>(e) The State cannot confirm that a Cyber Liability policy will meet all necessary coverage requirements of the State.</p> <p>(f) No revision in the specification is necessary. The Crime Liability provision already provides the option to purchase either loss sustained or loss discovered coverage. By maintaining loss sustained coverage, the necessary tail to discover and report losses is automatically included in the coverage.</p>

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		require Contractor to purchase and extended reporting policy for a period of not less than 2 years.”	
Pro Forma Contract, Section E.6., Item A.		<p>113. “The Contractor shall ensure that all Confidential State Data is housed in the continental United States, inclusive of backup data.”</p> <p>a. Please confirm that this specification requires that all data cannot be communicated internationally.</p> <p>b. Please confirm that “data” described in this specification includes account related email content.</p> <p>c. Please confirm that “data” described in this specification includes account related financial information.</p>	<p>a. All data must be housed in the United States, which is inclusive of back up data. The communication of the data can be accessed from an international location, but the data server must be housed in the United States.</p> <p>b. All account related email content must be kept confidential and housed in the United States on the data server.</p> <p>c. All account related financial information must be kept confidential and housed in the United States on the data server.</p>
Pro Forma Contract, A.3. Mandatory Unit Requirements		<p>114. “3. The RF beacon shall be compact in size, capable of being easily installed by TDOC staff, and shall possess the ability to assign and track active units on multiple Offenders within the vicinity to one (1) device while plugged into any active electrical socket.”</p> <p>a. This requirement describes a very specific function of the RF beacon. The requirement is not specified in the beacon requirements in RFP Attachment 6.2., Section E, Part 1, but only in the Pro Forma Contract. Will the State please consider removing this requirement from the Pro Forma Contract?</p>	The requirement shall remain as written.
RFP Attachment 6.2, item E.19.1		<p>115. “Unlimited access to the State’s preferred mapping software platform maps, including satellite, terrain, and street levels/views. The mapping software platform must be able to integrate an Esri REST web mapping endpoint hosted by STS-GIS;”</p> <p>a. Can the Esri REST web mapping endpoint hosted by STS-GIS integrate with Goggle Maps?</p>	The State can supply the data and will require the awarded vendor to consume, configure, and integrate into their approved solution.

RFP SECTION	PAGE #	QUESTION / COMMENT	STATE RESPONSE
RFP Attachment 6.2., Section E, Part 1, item E.21.		<p>116. The Victim Electronic Notification Solution is a mobile application designed for Apple iOS and Android operating systems OR is a one-piece device that is discreet design similar to a key fob design. Referencing Pro Forma Contract A.4.b.: The Contractor shall ensure that the Victim Electronic Notification Solution utilizes a one-piece device that is unidentifiable as a tracking device. The Contractor shall ensure that the device is designed to fit on a keyring, with the functionality of a key fob device. Should the Contractor utilize a mobile solution for tracking purposes downloadable onto the wearer's mobile device, such as a mobile phone or tablet, the Contractor shall ensure that the mobile solution is discrete and unidentifiable as a tracking application.</p> <p>a. There are other available victim notification and tracking devices that are very discreet but are not designed to fit on a key ring or resemble a key fob. The "similar to a key fob design" requirement is highly restrictive and limits the State's consideration of other viable solutions. We respectfully request this requirement be either removed entirely or modified to remove the requirement of device form and key ring functionality while retaining the specification's emphasis on ensuring the device is discreet.</p>	<p>The State allows for Respondents who in lieu of a physical victim electronic notification device, to propose a mobile application to be downloaded onto the victim's mobile device.</p>
RFP Attachment 6.2., Section A.13		<p>117. "Provide a statement attesting that, within the last five (5) calendar years, the Respondent has a minimum of three (3) years of experience providing all goods and services as outlined in this RFP and Pro Forma contract. The Respondent shall provide a minimum of (2) references where services have been rendered providing contact name, phone number, email, and organization."</p> <p>a. The totality of all the goods and services required as outlined in this RFP and Pro Forma contract are unique only to the State. As such, even the incumbent supplier technically cannot provide the names of two other agency references that can satisfy this restrictive requirement. It is highly unlikely that any other contractor in the industry will be able to attest they have three (3) years of experience providing all goods and</p>	<p>The requirement shall remain as written.</p>

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		services exactly as outlined in this RFP and Pro Forma contract. Will the State revise the requirement to allow respondents to attest they have a minimum of three (3) years of experience providing GPS monitors and services to state or Federal level agencies similar in size (or larger) and provide a minimum of 2 references where substantially similar services have been rendered?	

3. Delete Pro Forma Contract Section A.3.6. in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlight):

The unit ~~shall~~ **should** contain Wi-Fi Sniffing capability to ensure adequate tracking in remote areas where ~~LTE~~ **GPS** reception is limited or non-existent as determined by the State.

4. Delete Pro Forma Contract Section A.3.a.11. in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlight):

~~The EM device shall trigger notifications to the Monitoring Center for the following events: device tamper, strap tamper, low battery, Jamming, motion in the absence of GPS, loss of cellular signal, and zone violation.~~

The device shall trigger notifications for the following events: device tamper, strap tamper, low battery, Jamming, motion in the absence of GPS or other reliable method – Define in detail the methodology proposed, loss of cellular signal, and zone violation.

5. Delete Pro Forma Contract Section A.4.g. in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlight):

The Contractor shall ensure that the Victim Electronic Notification Solution has sufficient storage intelligence to retain at a minimum of ~~fifteen (15)~~ **ten (10)** days of tracking points for the client and associated Offender movements to be accessed by the State on a twenty-four (24) hour a day, seven (7) day a week period.

6. Delete Pro Forma Contract Section A.4.j. in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlight):

The Contractor shall ensure that the Victim Electronic Notification Solution has sufficient capability to record active location points of the associated Offender at a minimum of ~~thirty (30)~~ **sixty (60)** seconds to ensure active Offender location in the event of an Alert trigger.

7. Delete Pro Forma Contract Section A.5.a. in its entirety and insert the following language in its place (any sentence or paragraph containing revised or new text is highlight):

The Contractor shall host the EM tracking system on a server in a cloud-based hosting environment that must include infrastructure designed in either a FEDRAMP, Service Organization Control Type 2 (SOC2 Type II) or International Organization for Standardization (ISO) to protect all data specific to the State of Tennessee. The State shall verify compliance of the Contractor's hosting environment. The Contractor shall not host any other entity's tracking system on the State's identified server. The

Contractor's failure to maintain a server in a cloud-based hosting environment specific to the State of Tennessee may result in a breach of contract and assessment of liquidated damages.

8. Delete Pro Forma Contract Section A.13.a. in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlight):

Administrator(s). The Contractor shall designate one (1) or more employees to act as Administrators to be responsible for managing all operations of the Contract. The Contractor shall ensure that the Administrators individuals shall be responsible for working with the State to execute the transition plan, shall assist in staff training and shall manage daily operations as outlined in the Contract and as approved by the State. The Contractor's assigned delegate(s) shall be available by telephone communication, email, and text. The account manager must be able to be in Tennessee within one to two (1-2) days upon request in addition to meeting routinely with the State on-site. The Respondent can indicate the intentions to hire an administrator/account manager and the minimum education and credentials required for he proposed position. The awarded Contractor must notify the State within thirty (30) days of contract signature of the hired administrator/account manager and must provide a resume/curriculum vitae of the hired employee. The State reserves the right to accept or deny the hiring decision of the awarded vendor.

9. Pro Forma Section A.2.k.shall be deleted in its entirety and each section after will be renumbered accordingly.

10. Pro Forma Section A.2.dd shall be deleted in its entirety and each section after will be renumbered accordingly.

11. Delete Pro Forma Section E.6. in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):

E.6. Contractor Hosted Services Confidential Data, Audit, and Other Requirements

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

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

(2) The Contractor shall encrypt Confidential State Data at rest and in transit using the current version of Federal Information Processing Standard ("FIPS") 140-2 or 140-3 (current applicable version) validated encryption technologies. The State shall control all access to encryption keys. The Contractor shall provide installation and maintenance support at no cost to the State.

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

plans to the State for any issues included in the audit report within 30 days after the CPA firm provides the audit report to the Contractor or Subcontractor.

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

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

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

b. Minimum Requirements

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

c. Comptroller Audit Requirements

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

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

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

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

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

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

- (1) "Disaster Recovery Capabilities" refer to the actions the Contractor takes to meet the Recovery Point and Recovery Time Objectives defined below. Disaster Recovery Capabilities shall meet the following objectives:
 - i. Recovery Point Objective ("RPO"). The RPO is defined as the maximum targeted period in which data might be lost from an IT service due to a major incident: Thirty (30) minutes.
 - ii. Recovery Time Objective ("RTO"). The RTO is defined as the targeted duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a break in business continuity: Thirty (30) minutes.

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

12. Delete RFP Attachment 6.2 Section B.13 in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlight):

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 position descriptions and minimal credentials for each of the people listed. Respondents may submit position descriptions and minimal credential requirements in lieu of resumes as referenced in Amendment 6.

13. Delete RFP Attachment 6.2 Section C.31 in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlight):

Provide a narrative that illustrates how the GPS EM system can may be configured with data supplied by the State to auto-populate a default setting of Exclusion Zones based on the State-defined category of wearer. For example, an Offender is entered into the EM system under the category of "Sex Offender", resulting in the automatic creation of Exclusion Zones "all parks" and "all schools".

14. Delete RFP Attachment 6.2 Section C.47 in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlight):

Provide a narrative that illustrates how the EM system will may facilitate the expedient entry of data, such as an "auto-fill" feature or recognition of the wearers' or an officers' name as it is typed in to match the remaining data that has already entered into the database for said person(s).

15. Delete RFP Attachment 6.2 Section C.75 in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlight):

Provide a narrative that illustrates how the Respondent's EM System Monitoring Center interface provides visual indicators and audible tones for new Alerts and locked Alerts which have not had a step completed within the appropriate time frame as defined by the State. The State will also allow for visual indicators to communicate new Alerts and locked Alerts, which have not had a step completed within the appropriate time frame as defined by the State.

16. Delete RFP Attachment 6.2 Section C.102 in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlight):

Provide a narrative that illustrates how the State will be able to offload GPS data from a device through Wi-Fi connectivity, at a minimum using 2G-4G connectivity across the three (3) major carriers: AT&T, Verizon and T-Mobile with the option to utilize Wi-Fi.

17. Delete RFP Attachment 6.2 Section C.103 in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlight):

Provide a narrative that describes how the unit will store and retain at a minimum of fifteen (15) up to ten (10) days' worth of tracking points for the Victim and associated Offender movements and how the data can be accessed by the State twenty-four (24) hours a day, seven (7) days a week.

18. Delete RFP Attachment 6.2 Section C.105 in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlight):

Provide a narrative that illustrates the Victim Electronic Notification Solution's capabilities for sending Alert notifications to a user's mobile phone through text messaging or push notifications to ensure prompt notification times.

19. RFP Attachment 6.2 Section C.47 shall be renumbered as C. 46. Each following Section shall be renumbered accordingly.

20. Delete RFP Attachment 6.2 Section E. 27 in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlight):

The Victim Electronic Notification Solution is able to record the date and time the associated Offender(s) arrives or departs from established zones and must have sufficient storage intelligence to retain at a minimum of fifteen (15) up to ten (10) days of tracking points for the client and associated Offender movements to be accessed by the State on a twenty-four (24) hour a day, seven (7) day a week period.

21. RFP Attachment 6.3 Cost Proposal & Scoring Guide will be deleted in its entirety and replaced with a revised Attachment 6.3 Cost Proposal & Scoring Guide.

22. Attachment 3 Liquidated Damages is deleted in its entirety and replaced with a revised Attachment 3 Liquidated Damages.

23. Attachment 4 TDOC Facilities Map is added as an attachment to this RFP.

24. **RFP Amendment Effective Date.** The revisions set forth herein shall be effective upon release. All other terms and conditions of this RFP not expressly amended herein shall remain in full force and effect.