

**CONTRACT #17**  
**RFS # 324.02-41710**  
**FA # 11-34113**  
**Edison # 24140**

**Department of Correction**  
**Community Supervision**

**VENDOR:**  
**Satellite Tracking of People,**  
**LLC**

BILL HASLAM  
GOVERNOR



DERRICK D. SCHOFIELD  
COMMISSIONER

STATE OF TENNESSEE  
DEPARTMENT OF CORRECTION  
SIXTH FLOOR, RACHEL JACKSON BUILDING  
320 SIXTH AVENUE NORTH  
NASHVILLE, TENNESSEE 37243-0465  
OFFICE (615) 741-1000 • FAX (615) 532-8281

November 7, 2013

The Honorable Bill Ketron, Chairman  
Fiscal Review Committee  
5 Legislative Plaza  
Nashville TN 37243

Dear Chairman Ketron:

The Tennessee Department of Correction (TDOC) is requesting an exception to Committee Policy and asking the committee to allow the proposed amendment to the Satellite Tracking of People Electronic Monitoring contract (RFS 32402-41710) to be placed on one of the November agendas in spite of its late submission. TDOC seeks permission to extend the contract for one (1) additional year as permitted by the RFP under which it was awarded and add \$1,323,125.00 to the maximum liability. The current contract, which was awarded while adult supervision was housed under the Board of Probation and Parole, will end December 14, unless amended.

As part of the integration of community supervision into TDOC, there continue to be program and staff changes and reassignments. As the electronic monitoring program is relatively new to upper level management as compared to the agency's institution-based contracts, and differs from electronic monitoring programs in other states, a clear understanding of what is provided by the vendor and how TDOC can use the services most effectively led to the delay in submission of the proposed amendment and all required supporting documentation.

A revised non-competitive amendment request to permit this amendment was submitted to the Commissioner of General Services simultaneously with this re-submission to the Fiscal Review Committee. We appreciate your consideration of this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read "Derrick D. Schofield".

Derrick D. Schofield

DDS:PW

pc: Leni Chick, Contract & Audit Coordinator  
Lucian Geise, Director  
Emily Gibson, Deputy Commissioner  
Lisa Helton, Field Services Administrator  
Wes Landers, Chief Financial Officer

Susan Shettlesworth, Program Director  
Kirk Smith, Director  
Bobby Straughter, Assistant Commissioner  
Jim Thrasher, Legislative Liaison  
Priscilla Wainwright, Director

Supplemental Documentation Required for  
Fiscal Review Committee

*Contact Name:	Priscilla Wainwright	*Contact Phone:	(615) 235-5571		
*Original Contract Number:	FA11-34113	*Original RFS Number:	32402-41710		
Edison Contract Number: <i>(if applicable)</i>	24140	Edison RFS Number: <i>(if applicable)</i>	N/A		
*Original Contract Begin Date:	12/15/2010	*Current End Date:	12/14/2013		
Current Request Amendment Number: <i>(if applicable)</i>	4				
Proposed Amendment Effective Date: <i>(if applicable)</i>	12/15/2013				
*Department Submitting:	Tennessee Department of Correction				
*Division:	Community Supervision				
*Date Submitted:	11/7/2013				
*Submitted Within Sixty (60) days:	No				
<i>If not, explain:</i>	Difficulty getting completed timely.				
*Contract Vendor Name:	Satellite Tracking of People				
*Current Maximum Liability:	\$3,474,324.25				
<b>*Current Contract Allocation by Fiscal Year: (as Shown on Most Current Fully Executed Contract Summary Sheet)</b>					
FY:2011	FY:2012-13	FY:2013-14	FY:2014-2015	FY	FY
\$735,000.00	\$720,064.00	\$678,841.50	\$1,340,418.75	\$	\$
<b>*Current Total Expenditures by Fiscal Year of Contract: (attach backup documentation from STARS or FDAS report)</b>					
FY:2011	FY:2012	FY:2013	FY:2014	FY	FY
\$87,499.25	\$1,139,464.75	\$978,264.75	\$386,679.00	\$	\$
<b>IF</b> Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:			All contract funds not spent in FY 2012 or 2013 were carried forward into FY 2014.		
<b>IF</b> surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:			All funds carried forward were to be expended on GPS and RF electronic monitoring for offenders formerly under BOPP supervision and now under TDOC supervision.		
<b>IF</b> Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:			Contract expenditures did not exceed contract allocation.		

Supplemental Documentation Required for  
Fiscal Review Committee

*Contract Funding Source/Amount:	State:		Federal:	
Interdepartmental:			Other:	
If "other" please define:				
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>		Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>		
9/21/2011		Add one year to term and increase maximum liability by \$753,311.75		
10/15/2012		Add one year to term and increase maximum liability by \$1,340,418.75		
3/26/2013		Correct clerical errors in amendment 2. No change in maximum liability.		
Method of Original Award: <i>(if applicable)</i>		RFP		
*What were the projected costs of the service for the entire term of the contract prior to contract award?		\$6,267,962.50		

Supplemental Documentation Required for  
Fiscal Review Committee

For all new non-competitive contracts and any contract amendment that changes Sections A or C.3. of the original or previously amended contract document, provide estimates based on information provided the Department by the vendor for determination of contract maximum liability. Add rows as necessary to provide all information requested.

If it is determined that the question is not applicable to your contract document attach detailed explanation as to why that determination was made.

**Planned expenditures by fiscal year by deliverable. Add rows as necessary to indicate all estimated contract expenditures.**

Deliverable description:	FY:11	FY:12-13	FY:13-14	FY: 14-15	FY: 15-16
GPS Contractor Monitoring	558,600.00	\$1,293,186.75	\$1,263,937.50	\$1,277,500.00	\$1,277,500.00
RF Monitoring	17,150.00	\$38,325.00	\$41,643.75	\$45,625.00	\$45,625.00

**Proposed savings to be realized per fiscal year by entering into this contract. If amendment to an existing contract, please indicate the proposed savings to be realized by the amendment. Add rows as necessary to define all potential savings per deliverable.**

Deliverable description:	FY:11	FY:12-13	FY:13-14	FY:14-15	FY:15-16
GPS Contractor Monitoring	No savings in this fiscal year.	No savings in this fiscal year.	\$173,250.00	No savings in this fiscal year.	No savings in this fiscal year.
RF Monitoring	No savings in this fiscal year.	No savings in this fiscal year.	\$7,425.00	No savings in this fiscal year.	No savings in this fiscal year.
<b>Total Savings</b>	0.00	0.00	\$180,675.00		

**Comparison of cost per fiscal year of obtaining this service through the proposed contract or amendment vs. other options. List other options available (including other vendors), cost of other options, and source of information for comparison of other options (e.g. catalog, Web site). Add rows as necessary to indicate price differentials between contract deliverables.**

Proposed Vendor Cost: (Satellite Tracking of People)	FY:11	FY:12-13	FY:13-14	FY:	FY:
GPS Contractor Monitoring	\$558,600.00	\$1,293,186.75	\$1,263,937.5	\$1,277,500.00	\$1,277,500.00
RF Monitoring	17,150.00	\$38,325.00	\$41,643.75	\$45,625.00	\$45,625.00

Supplemental Documentation Required for  
Fiscal Review Committee

Other Vendor Cost: (iSECUREtrac)*	FY:12	FY:13	FY:14	FY:	FY:
GPS Contractor Monitoring	\$793,800.00	\$1,803,975.00	\$1,992,856.25	1,989,250.00	1,770,250.00
RF Monitoring	\$16,660.00	\$36,228.00	\$42,547.50	51,100.00	47,450.00
Other Vendor Cost: (ProTech Monitoring)*	FY:11	FY:12-13	FY:13-14	FY:	FY:
GPS Contractor Monitoring	\$764,400.00	\$1,779,375.00	\$1,996,093.75	2,190,000.00	2,098,750.00
RF Monitoring	\$19,600	43,198.8	\$52,606.50	69,350.00	69,350.00

\*Comparison rates from other vendors were calculated using rates included in vendor cost proposals originally received by BOPP.

Contract 24140 Satellite Tracking Expenditures by Fiscal Year.xlsx

Sum of Sum Amount			Fiscal Year				Grand Total
Unit	Edison Contract ID	Vendor Name	2011	2012	2013	2014	
32402	0000000000000000000024140	Satellite Tracking of People LLC	87,499.25	1,139,464.75			1,226,964.00
32901	0000000000000000000024140	Satellite Tracking of People LLC			978,264.75	386,679.00	1,364,943.75
<b>Grand Total</b>			<b>87,499.25</b>	<b>1,139,464.75</b>	<b>978,264.75</b>	<b>386,679.00</b>	<b>2,591,907.75</b>



## OIR Pre-Approval Endorsement Request E-Mail Transmittal

**TO :** Jane Chittenden, OIR Procurement & Contract Management Director  
Department of Finance & Administration  
E-mail : [Jane.Chittenden@tn.gov](mailto:Jane.Chittenden@tn.gov)

**FROM :** Priscilla E. Wainwright  
E-mail : [Priscilla.Wainwright@tn.gov](mailto:Priscilla.Wainwright@tn.gov)

**DATE :** October 30, 2013

**RE :** Request for OIR Pre-Approval Endorsement

**Applicable RFS #** 32402-41710

**OIR Endorsement Signature & Date:**

*Mark Benzel (JB)*  
**Chief Information Officer**

10/30/13

*NOTE: Proposed contract/grant support is applicable to the subject IT service technical merit.*

Office for Information Resources (OIR) pre-approval endorsement appears to be required pursuant to professional service contracting regulations pertaining to procurements with information technology as a component of the scope of service. This request seeks to ensure that OIR is aware of and has an opportunity to review the procurement detailed below and in the attached documents.

Please document OIR endorsement of the described procurement (with the appropriate signature above), and return this document via e-mail at your earliest convenience.

<b>Contracting Agency</b>	<b>Tennessee Department of Correction</b>
<b>Agency Contact</b> (name, phone, e-mail)	<b>Priscilla E. Wainwright</b>
<b>Subject Procurement Document</b> (mark one)	
<input type="checkbox"/> RFP	<input type="checkbox"/> Contract
<input type="checkbox"/> Competitive Negotiation Request	<input type="checkbox"/> Contract Amendment
<input type="checkbox"/> Alternative Procurement Method Request	<input type="checkbox"/> Grant
<input type="checkbox"/> Non-Competitive Contract Request	<input type="checkbox"/> Grant Amendment
<input checked="" type="checkbox"/> Non-Competitive Amendment Request	
<b>Information Systems Plan (ISP) Project Applicability</b>	
<input checked="" type="checkbox"/> Not Applicable to this Request	
<input type="checkbox"/> Applicable— ISP Project#	
<b>Response Confirmed by IT Director/Staff</b> (name): <b>Joel Conlin</b>	

<b>Applicable RFS #</b> 32402-41710
<b>Required Attachments</b> (as applicable – copies without signatures acceptable) <input checked="" type="checkbox"/> RFP, Competitive Negotiation Request, Alternative Procurement Method Request, Non-Competitive Contract Request, Non-Competitive Amendment Request <input type="checkbox"/> Original Contract/Grant or Amendment <input checked="" type="checkbox"/> Proposed Contract/Grant or Amendment
<b>Subject Information Technology Service Description</b> (Brief summary of information technology services involved. Clearly identify included technologies such as system development/maintenance, security, networking, etc. As applicable, identify the contract & solicitation sections related to the IT services.)  GPS and RF Electronic Monitoring Services for offenders now under TDOC supervision. Supervision of these offenders was transferred from BOPP to TDOC effective July 1, 2012. This amendment will extend the contract term for the final two years permitted by the original RFP under which it was awarded, and increase the maximum liability accordingly.

# Non-Competitive Amendment Request

NOT required for a contract with a federal, Tennessee, or Tennessee local government entity or a grant.

Route a completed request, as one file in PDF format, via e-mail attachment sent to: [Agsprs.Agsprs@state.tn.us](mailto:Agsprs.Agsprs@state.tn.us)

**APPROVED**

**COMMISSIONER OF GENERAL SERVICES**

<b>Request Tracking #</b>	<b>32402-41710</b>	
<b>1. Procuring Agency</b>	<b>Tennessee Department of Correction</b>	
<b>2. Contractor</b>	<b>Satellite Tracking of People</b>	
<b>3. Contract #</b>	<b>FA-11-34113</b>	
<b>4. Proposed Amendment #</b>	<b>4</b>	
<b>5. Edison ID #</b>	<b>24140</b>	
<b>6. Contract Begin Date</b>	<b>Dec. 15, 2010</b>	
<b>7. Current Contract End Date</b> – with ALL options to extend exercised	<b>Dec. 14, 2013</b>	
<b>8. Proposed Contract End Date</b> – with ALL options to extend exercised	<b>Dec. 14, 2014</b>	
<b>9. Current Maximum Contract Cost</b> – with ALL options to extend exercised	<b>\$3,474,324.25</b>	
<b>10. Proposed Maximum Contract Cost</b> – with ALL options to extend exercised	<b>\$ 4,797,449.25</b>	
<b>11. Office for Information Resources Endorsement</b> – information technology service (N/A to THDA)	<input type="checkbox"/> Not Applicable <input checked="" type="checkbox"/> Attached	
<b>12. eHealth Initiative Support</b> – health-related professional, pharmaceutical, laboratory, or imaging	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
<b>13. Human Resources Support</b> – state employee training service	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
<b>14. Explanation Need for the Proposed Amendment</b>		
<p>For current and new offender populations to be supervised using GPS and RF electronic monitoring, TDOC is seeking permission to extend the contract the final two years permitted by the RFP under which the contract was originally awarded. Although Community Supervision (formerly known as Field Services under the Board of Probation and Parole) became a part of TDOC with the transfer of adult supervision beginning July 1, 2012, the RFS number and Edison contract number remain the same.</p>		
<b>15. Name &amp; Address of the Contractor's Principal Owner(s)</b>		

<b>Request Tracking #</b>	<b>32402-41710</b>
<p>– NOT required for a TN state education institution</p> <p><b>Satellite Tracking of People</b>  <b>1212 N. Post Oak Road, Suite 100</b>  <b>Houston TX 77055</b></p>	
<p><b>16. Evidence Contractor's Experience &amp; Length Of Experience Providing the Service</b></p> <p>STOP has been in business for eight years, and has been providing GPS electronic monitoring services since 2001.</p>	
<p><b>17. Efforts to Identify Reasonable, Competitive, Procurement Alternatives</b></p> <p>Satellite Tracking of People was the lowest cost, best evaluated vendor when the contract was originally awarded by RFP.</p>	
<p><b>18. Justification</b> – <i>specifically explain why non-competitive negotiation is in the best interest of the state</i></p> <p>As Public Safety is one of Governor Haslam's priorities, electronic monitoring is a vital tool in supervising offenders. In order to continue the electronic monitoring program, the State would have to already have an RFP underway, which would also require TDOC receiving permission to contract with another vendor for a undetermined term so that the RFP could be completed.</p>	
<p><b>Agency Head Signature and Date</b> – <i>MUST be signed by the ACTUAL agency head as detailed on the current Signature Certification. Signature by an authorized signatory is acceptable only in documented exigent circumstances</i></p> <p style="text-align: center;">  <span style="font-size: 2em; vertical-align: middle;">11-7-2013</span> </p>	



# CONTRACT AMENDMENT

<b>Agency Tracking #</b> 32402-41710	<b>Edison ID</b> 24140	<b>Contract #</b> FA-11-34113	<b>Amendment #</b> 4
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<b>Contractor Legal Entity Name</b> Satellite Tracking of People	<b>Edison Vendor ID</b> 5393
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**Amendment Purpose & Effect(s)**  
Extend Contract for one additional year and Increase Maximum Liability Accordingly

<b>Amendment Changes Contract End Date:</b> <input checked="" type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<b>End Date:</b> 12/14/2014
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**Amount of the TOTAL Contract Amount INCREASE or DECREASE per this Amendment:** **1,323,125.00**

Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2011	735,000.00				735,000.00
2012	720,064.00				720,064.00
2013	678,841.50				678,841.50
2014	1,340,418.75				1,340,418.75
2015	1,323,125.00				1,323,125.00
<b>TOTAL:</b>					<b>4,797,449.25</b>

**American Recovery and Reinvestment Act (ARRA) Funding:**   
 YES   
 NO

**Budget Officer Confirmation:** There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

*OCR USE*

<b>Speed Chart (optional)</b>	<b>Account Code (optional)</b>
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**AMENDMENT 4  
OF CONTRACT 24140**

This Amendment is made and entered by and between the State of Tennessee, Department of Correction, hereinafter referred to as the "State" and Satellite Tracking of People, hereinafter referred to as the "Contractor." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

1. Contract section B.1. is deleted in its entirety and replaced with the following:
  - B.1. This Contract shall be effective for the period commencing on December 15, 2010 and ending on December 14, 2014. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

2. Contract section C.1. is deleted in its entirety and replaced with the following:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Four Million, Seven Hundred Seventy-Nine Thousand Four Hundred Forty-Nine Dollars and Twenty-Five Cents (\$4,797,449.25). The payment rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

3. Contract section C.3. is deleted in its entirety and replaced with the following:

- C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1.

- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in Section A.
- b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates: (definition for day)

Service Description	12/15/10 – 12/14/11	12/15/11 – 12/14/12*	12/15/12 – 12/14/13*	12/15/13 – 12/14/14*	12/15/14 – 12/14/15*
GPS EM Active Monitoring – Contractor Monitoring	\$ 4.75 Per Offender Per Day	\$4.75 Per Offender Per Day	\$ 3.50 Per Offender Per Day	\$ 3.50 Per Offender Per Day	\$ 3.50 Per Offender Per Day
GPS EM Active	\$ 4.00 Per Offender Per	\$4.00 Per Offender Per	\$ 2.75 Per Offender Per	\$ 2.75 Per Offender Per	\$ 2.75 Per Offender Per Day

Monitoring – State Monitoring	Day	Day	Day	Day	
RF Monitoring	\$ 1.75 Per Offender Per Day	\$ 1.75 Per Offender Per Day	\$ 1.25 Per Offender Per Day	\$ 1.25 Per Offender Per Day	\$ 1.25 Per Offender Per Day

\* If Contract extended by amendment

- c. The Contractor shall not be compensated for travel time to the primary location of service provision.
  - d. A "day" shall be defined as a minimum of eight (8) hours of service. If the Contractor provides fewer than eight hours of service in a standard twenty-four hour day, the Contractor shall bill *pro rata* for only those portions of the day in which service was actually delivered. The Contractor shall not bill more than the daily rate even if the Contractor works more than eight hours in a day.
  - e. In the event that additional state agencies choose to participate in the contract with the Contractor, the rates for services provided to said additional agencies MUST be the rates originally proposed to the State.
  - f. The Contractor will not be compensated for the design and implementation for this project and the payment rates listed in this section are all inclusive for any work done under this contract.
4. The following is added as Grant Contract section E.25.
- E.25. The Contractor shall be registered with the Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material requirement of this Contract.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, The Commissioner of Human Resources, and the Comptroller of the Treasury.

Amendment Effective Date. The revisions set forth herein shall be effective December 15, 2013. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

**IN WITNESS WHEREOF,**

**Satellite Tracking of People:**

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**Contractor Signature**

**DATE**

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**Greg Utterback, Chief Development Officer/VP, Business Development**

Tennessee Department of Correction:

---

Derrick D. Schofield, Commissioner

DATE

**ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE**

<b>SUBJECT CONTRACT NUMBER:</b>	24140
<b>CONTRACTOR LEGAL ENTITY NAME:</b>	Satellite Tracking of People
<b>FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)</b>	05-0583654

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

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**CONTRACTOR SIGNATURE**

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

---

**PRINTED NAME AND TITLE OF SIGNATORY**

---

**DATE OF ATTESTATION**



GENERAL ASSEMBLY OF THE STATE OF TENNESSEE  
 FISCAL REVIEW COMMITTEE

320 Sixth Avenue, North – 8<sup>th</sup> Floor  
 NASHVILLE, TENNESSEE 37243-0057  
 615-741-2564

**Sen. Bill Ketron, Chairman**

Senators

Douglas Henry                      Reginald Tate  
 Brian Kelsey                        Ken Yager  
 Steve Southerland  
 Randy McNally, *ex officio*  
 Lt. Governor Ron Ramsey, *ex officio*

**Rep. Mark White, Vice-Chairman**

Representatives

Charles Curtiss                      Pat Marsh  
 Jeremy Faison                        Mark Pody  
 Brenda Gilmore                      David Shepard  
 Matthew Hill                         Tim Wirgau  
 Charles Sargent, *ex officio*  
 Speaker Beth Harwell, *ex officio*

**M E M O R A N D U M**

**TO:**                                      Jessica Robertson, Chief Procurement Officer  
 Department of General Services

**FROM:**                                Senator Bill Ketron, Chairman  
 Representative Mark White, Vice-Chairman

**DATE:**                                March 26, 2013

**SUBJECT:**                            **Contract Comments**  
 (Fiscal Review Committee Meeting 3/25/13)

**RFS# 342-02-41710 (Edison # 24140)**

**Department: Correction**

**Vendor: Satellite Tracking of People, LLC**

**Summary: The vendor currently provides Global Positioning System (GPS) and Radio Frequency (RF) electronic monitoring of sexual offenders as part of their supervision by the Department. The proposed amendment reduces the payment rates for GPS EM active and passive monitoring to correct an error in the previous amendment.**

**Current maximum liability: \$3,474,324**

**Proposed maximum liability: \$3,474,324**

After review, the Fiscal Review Committee voted to recommend approval of the contract amendment.

cc: The Honorable Derrick Schofield, Commissioner



STATE OF TENNESSEE  
DEPARTMENT OF CORRECTION  
SIXTH FLOOR RACHEL JACKSON BUILDING  
320 SIXTH AVENUE NORTH  
NASHVILLE, TENNESSEE 37243-0465  
OFFICE (615) 741-1000 x 8150 • FAX (615) 532-8281

MEMORANDUM

TO: Fiscal Review Committee

FROM: Derrick D. Schofield, Commissioner

DATE: February 13, 2013

SUBJECT: TDOC REQUEST 32402-41710

The Department of Correction executed the Electronic Monitoring Services Contract Amendment 2 with Satellite Tracking of People, as approved by the Fiscal Review Committee, on October 15, 2012. The amendment was for the purpose of extending services an additional year and reducing the service cost rates based upon negotiations with the vendor.

After Amendment 2 was executed, it was determined that the Department submitted incorrect rates. The proposed Amendment 3 will correct the rates.

A non-competitive amendment request to permit Amendment 3 was submitted to the Commissioner of General Services simultaneously with this submission to the Fiscal Review Committee. The Commissioner of General Services has since returned the approved non-competitive amendment request to the Department of Correction.

We appreciate your consideration of this matter.

CC: Wes Landers  
Priscilla Wainwright  
David Silcox  
Emily Gibson  
Kirk Smith  
Helen Ford  
Susan Shettlesworth



STATE OF TENNESSEE  
DEPARTMENT OF CORRECTION  
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OFFICE (615) 741-1000 x 8150 • FAX (615) 532-8281

MEMORANDUM

TO: Fiscal Review Committee

FROM: Derrick D. Schofield, Commissioner 

DATE: January 11, 2013

SUBJECT: TDOC REQUEST 32402-41710

After obtaining approval from the Fiscal Review Committee on October 15, 2012, the Department of Correction executed a Electronic Monitoring Services contract amendment with Satellite Tracking of People on December 15, 2012. The amendment was for the purpose of extending services an additional year and reducing the service cost rates based upon negotiations with the vendor. It was recently discovered that the newly executed amendment included the original rate for the service options "ACTIVE GPS, State monitored" and "Passive GPS", neither of which are *currently* being used by the state rather than the negotiated lower rates. TDOC respectfully requests permission to issue a new amendment with the correct figures, in order to avoid unnecessary cost to the state, should either option be used.

A non-competitive amendment request to permit this amendment is being submitted to the Commissioner of General Services simultaneously with this submission to the Fiscal Review Committee.

We appreciate your consideration of this matter.

CC: Wes Landers  
Priscilla Wainwright  
David Silcox  
Emily Gibson  
Kirk Smith  
Terence Davis  
Susan Shettlesworth

RECEIVED  
FEB - 6 2013  
FISCAL REVIEW

Supplemental Documentation Required for  
Fiscal Review Committee

*Contact Name:	Priscilla Wainwright	*Contact Phone:	(615) 235-5571		
*Original Contract Number:	FA11-34113	*Original RFS Number:	32402-41710		
Edison Contract Number: <i>(if applicable)</i>	24140	Edison RFS Number: <i>(if applicable)</i>	N/A		
*Original Contract Begin Date:	12/15/2010	*Current End Date:	12/14/2013		
Current Request Amendment Number: <i>(if applicable)</i>	3				
Proposed Amendment Effective Date: <i>(if applicable)</i>	12/15/2012				
*Department Submitting:	Tennessee Department of Correction				
*Division:	Community Supervision				
*Date Submitted:	2/6/2013				
*Submitted Within Sixty (60) days:	No				
<i>If not, explain:</i>	Amendment 3 will correct clerical errors in Amendment 2 concerning rates taking effect Dec. 15, 2012.				
*Contract Vendor Name:	Satellite Tracking of People				
*Current Maximum Liability:	\$3,474,324.25				
<b>*Current Contract Allocation by Fiscal Year: (as Shown on Most Current Fully Executed Contract Summary Sheet)</b>					
FY:2011	FY:2012-13	FY:2013-14	FY:2014-2015	FY	FY
\$735,000.00	\$720,064.00	\$678,841.50	\$1,340,418.75	\$	\$
<b>*Current Total Expenditures by Fiscal Year of Contract: (attach backup documentation from STARS or FDAS report)</b>					
FY:2011	FY:2012-13	FY:2013-14	FY:	FY	FY
\$137,407.00	\$1,139,464.75	\$602,953.30	\$	\$	\$
<b>IF</b> Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:			All contract funds not spent in FY 2011 or 2012 were carried forward into FY 2013.		
<b>IF</b> surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:			All funds carried forward were to be expended on GPS and RF electronic monitoring for offenders formerly under BOPP supervision and now under TDOC supervision.		

Supplemental Documentation Required for  
Fiscal Review Committee

<b>IF</b> Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:		Contract expenditures did not exceed contract allocation.	
*Contract Funding Source/Amount:	State:	Federal:	
Interdepartmental:		<i>Other:</i>	
If " <i>other</i> " please define:			
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>		Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>	
9/21/2011		Add one year to term and increase maximum liability by \$753,311.75	
10/15/2012		Add one year to term and increase maximum liability by \$1,340,418.75	
Method of Original Award: <i>(if applicable)</i>		RFP	
*What were the projected costs of the service for the entire term of the contract prior to contract award?		\$6,267,962.50	

Supplemental Documentation Required for  
Fiscal Review Committee

For all new non-competitive contracts and any contract amendment that changes Sections A or C.3. of the original or previously amended contract document, provide estimates based on information provided the Department by the vendor for determination of contract maximum liability. Add rows as necessary to provide all information requested.

If it is determined that the question is not applicable to your contract document attach detailed explanation as to why that determination was made.

**Planned expenditures by fiscal year by deliverable. Add rows as necessary to indicate all estimated contract expenditures.**

Deliverable description:	FY:11	FY:12-13	FY:13-14	FY:	FY:
GPS Contractor Monitoring	558,600.00	\$1,293,186.75	\$1,263,937.50		
RF Monitoring	17,150.00	\$38,325.00	\$41,643.75		

**Proposed savings to be realized per fiscal year by entering into this contract. If amendment to an existing contract, please indicate the proposed savings to be realized by the amendment. Add rows as necessary to define all potential savings per deliverable.+**

Deliverable description:	FY:11	FY:12-13	FY:13-14	FY:	FY:
GPS Contractor Monitoring	No savings in this fiscal year.	No savings in this fiscal year.	\$173,250.00		
RF Monitoring	No savings in this fiscal year.	No savings in this fiscal year.	\$7,425.00		
Total Savings	0.00	0.00	\$180,675.00		

**Comparison of cost per fiscal year of obtaining this service through the proposed contract or amendment vs. other options. List other options available (including other vendors), cost of other options, and source of information for comparison of other options (e.g. catalog, Web site). Add rows as necessary to indicate price differentials between contract deliverables.**

Proposed Vendor Cost: (Satellite Tracking of People)	FY:11	FY:12-13	FY:13-14	FY:	FY:
GPS Contractor Monitoring	\$558,600.00	\$1,293,186.75	\$1,263,937.5		
RF Monitoring	17,150.00	\$38,325.00	\$41,643.75		
Other Vendor Cost: (iSECUREtrac)*	FY:12	FY:13	FY:14	FY:	FY:
GPS Contractor	\$793,800.00	\$1,803,975.00	\$1,992,856.25		

Supplemental Documentation Required for  
Fiscal Review Committee

Monitoring					
RF Monitoring	\$16,660.00	\$36,228.00	\$42,547.50		
Other Vendor Cost: (ProTech Monitoring)*	FY:11	FY:12-13	FY:13-14	FY:	FY:
GPS Contractor Monitoring	\$764,400.00	\$1,779,375.00	\$1,996,093.75		
RF Monitoring	\$19,600	43,198.8	\$52,606.50		

+ Due to higher volume because additional offenders have been placed on electronic monitoring, the current vendor has agreed to decrease costs for the new contract year.

\*Comparison rates from other vendors were calculated using rates included in vendor cost proposals originally received by BOPP.

# Contract Events Inquiry

Events Inquiry

SetID: SHARE Contract ID: 00000000000000000024140 Vendor ID: 0000005393

Contract Events		Customize		Print	Refresh	First	1-136 of 136	Last
Seq	Type	BU	PI	Status	Reference	Release	Amount	Currency
<input type="checkbox"/>	PO Release	32402	0000008863	Complete	32402-41710/Satellite Tracking	22	112543.00	USD
<input type="checkbox"/>	PO Release	32402	0000008760	Complete	32402-41710	21	109315.75	USD
<input type="checkbox"/>	PO Release	32402	0000008576	Complete	32402-41710	20	113647.75	USD
<input type="checkbox"/>	PO Release	32402	0000008282	Complete	32402-41710	19	103849.00	USD
<input type="checkbox"/>	PO Release	32402	0000008072	Complete	32402-41710/Satellite Tracking	18	108021.00	USD
<input type="checkbox"/>	PO Release	32402	0000007889	Complete	32402-41710	17	104903.50	USD
<input type="checkbox"/>	PO Release	32402	0000007751	Complete	32402-41710	16	97035.25	USD
<input type="checkbox"/>	PO Release	32402	0000007523	Complete	32402-41710/Satellite Tracking	15	96114.25	USD
<input type="checkbox"/>	PO Release	32402	0000007441	Complete	32402-41710	14	90609.25	USD
<input type="checkbox"/>	PO Release	32402	0000007129	Complete	32402-41710	13	90507.00	USD
<input type="checkbox"/>	PO Release	32402	0000006942	Complete	32402-41710 Electronic Monitor	12	63011.25	USD
<input type="checkbox"/>	PO Release	32402	0000006529	Complete	32402-41710/Satellite Tracking	11	49907.75	USD
<input type="checkbox"/>	PO Release	32402	0000006488	Complete	32402-41710	10	12193.50	USD
<input type="checkbox"/>	PO Release	32402	0000006458	Complete	32402-41710/Satellite	9	38240.50	USD
<input type="checkbox"/>	PO Release	32402	0000006377	Complete	32402-41710	8	29857.25	USD
<input type="checkbox"/>	PO Release	32402	0000006042	Complete	32402-41710/Satellite Tracking	1	7208.00	USD
<input type="checkbox"/>	PO Release	32901	0000011719	Dispatched	FS GPS Monitoring	121	2689.00	USD
<input type="checkbox"/>	PO Release	32901	0000011719	Dispatched	FS GPS Monitoring	122	1092.50	USD
<input type="checkbox"/>	PO Release	32901	0000011719	Dispatched	FS GPS Monitoring	123	2774.00	USD
<input type="checkbox"/>	PO Release	32901	0000011719	Dispatched	FS GPS Monitoring	124	4177.50	USD
<input type="checkbox"/>	PO Release	32901	0000011719	Dispatched	FS GPS Monitoring	125	997.50	USD
<input type="checkbox"/>	PO Release	32901	0000011719	Dispatched	FS GPS Monitoring	126	5311.00	USD
<input type="checkbox"/>	PO Release	32901	0000011719	Dispatched	FS GPS Monitoring	127	850.25	USD
<input type="checkbox"/>	PO Release	32901	0000011719	Dispatched	FS GPS Monitoring	128	1067.00	USD
<input type="checkbox"/>	PO Release	32901	0000011719	Dispatched	FS GPS Monitoring	129	646.25	USD
<input type="checkbox"/>	PO Release	32901	0000011719	Dispatched	FS GPS Monitoring	130	11655.75	USD
<input type="checkbox"/>	PO Release	32901	0000011719	Dispatched	FS GPS Monitoring	131	3448.50	USD
<input type="checkbox"/>	PO Release	32901	0000011719	Dispatched	FS GPS Monitoring	132	6170.25	USD
<input type="checkbox"/>	PO Release	32901	0000011719	Dispatched	FS GPS Monitoring	133	19208.50	USD
<input type="checkbox"/>	PO Release	32901	0000011719	Dispatched	FS GPS Monitoring	134	3591.50	USD
<input type="checkbox"/>	PO Release	32901	0000011719	Dispatched	FS GPS Monitoring	135	1776.50	USD
<input type="checkbox"/>	PO Release	32901	0000011719	Dispatched	FS GPS Monitoring	136	1995.00	USD
<input type="checkbox"/>	PO Release	32901	0000011719	Dispatched	FS GPS Monitoring	137	8735.25	USD
<input type="checkbox"/>	PO Release	32901	0000011719	Dispatched	FS GPS Monitoring	138	4855.25	USD
<input type="checkbox"/>	PO Release	32901	0000011719	Dispatched	FS GPS Monitoring	139	5201.25	USD
<input type="checkbox"/>	PO Release	32901	0000011719	Dispatched	FS GPS Monitoring	140	2707.50	USD
<input type="checkbox"/>	PO Release	32901	0000011719	Dispatched	FS GPS Monitoring	141	6142.00	USD
<input type="checkbox"/>	PO Release	32901	0000011719	Dispatched	FS GPS Monitoring	142	1876.25	USD
<input type="checkbox"/>	PO Release	32901	0000011719	Dispatched	FS GPS Monitoring	143	17789.75	USD
<input type="checkbox"/>	PO Release	32901	0000011719	Dispatched	FS GPS Monitoring	144	555.75	USD
<input type="checkbox"/>	PO Release	32901	0000011719	Dispatched	FS GPS Monitoring	145	2270.50	USD
<input type="checkbox"/>	PO Release	32901	0000011719	Dispatched	FS GPS Monitoring	146	3204.75	USD
<input type="checkbox"/>	PO Release	32901	0000011719	Dispatched	FS GPS Monitoring	147	1232.00	USD
<input type="checkbox"/>	PO Release	32901	0000011719	Dispatched	FS GPS Monitoring	148	736.25	USD
<input type="checkbox"/>	PO Release	32901	0000011718	Dispatched	32402-41710	93	2578.50	USD
<input type="checkbox"/>	PO Release	32901	0000011718	Dispatched	32402-41710	94	1030.75	USD
<input type="checkbox"/>	PO Release	32901	0000011718	Dispatched	32402-41710	95	2924.75	USD
<input type="checkbox"/>	PO Release	32901	0000011718	Dispatched	32402-41710	96	4496.50	USD
<input type="checkbox"/>	PO Release	32901	0000011718	Dispatched	32402-41710	97	1083.00	USD
<input type="checkbox"/>	PO Release	32901	0000011718	Dispatched	32402-41710	98	4820.75	USD
<input type="checkbox"/>	PO Release	32901	0000011718	Dispatched	32402-41710	99	707.75	USD
<input type="checkbox"/>	PO Release	32901	0000011718	Dispatched	32402-41710	100	1245.75	USD
<input type="checkbox"/>	PO Release	32901	0000011718	Dispatched	32402-41710	101	790.50	USD
<input type="checkbox"/>	PO Release	32901	0000011718	Dispatched	32402-41710	102	11564.50	USD
<input type="checkbox"/>	PO Release	32901	0000011718	Dispatched	32402-41710	103	3002.00	USD
<input type="checkbox"/>	PO Release	32901	0000011718	Dispatched	32402-41710	104	5681.00	USD
<input type="checkbox"/>	PO Release	32901	0000011718	Dispatched	32402-41710	105	19913.25	USD
<input type="checkbox"/>	PO Release	32901	0000011718	Dispatched	32402-41710	106	3458.00	USD

# Contract Events Inquiry

PO Release	32901	0000011718	Dispatched	32402-41710	107	2232.50 USD
PO Release	32901	0000011718	Dispatched	32402-41710	108	2341.75 USD
PO Release	32901	0000011718	Dispatched	32402-41710	109	8901.50 USD
PO Release	32901	0000011718	Dispatched	32402-41710	110	5024.00 USD
PO Release	32901	0000011718	Dispatched	32402-41710	111	5524.25 USD
PO Release	32901	0000011718	Dispatched	32402-41710	112	3054.25 USD
PO Release	32901	0000011718	Dispatched	32402-41710	113	5592.75 USD
PO Release	32901	0000011718	Dispatched	32402-41710	114	1733.75 USD
PO Release	32901	0000011718	Dispatched	32402-41710	115	18941.25 USD
PO Release	32901	0000011718	Dispatched	32402-41710	116	503.50 USD
PO Release	32901	0000011718	Dispatched	32402-41710	117	2413.00 USD
PO Release	32901	0000011718	Dispatched	32402-41710	118	2970.50 USD
PO Release	32901	0000011718	Dispatched	32402-41710	119	1437.00 USD
PO Release	32901	0000011718	Dispatched	32402-41710	120	612.75 USD
PO Release	32901	0000011026	Complete	32402-41710	65	2418.25 USD
PO Release	32901	0000011026	Complete	32402-41710	66	973.75 USD
PO Release	32901	0000011026	Complete	32402-41710	67	2058.00 USD
PO Release	32901	0000011026	Complete	32402-41710	68	3980.75 USD
PO Release	32901	0000011026	Complete	32402-41710	69	1396.50 USD
PO Release	32901	0000011026	Complete	32402-41710	70	4309.00 USD
PO Release	32901	0000011026	Complete	32402-41710	71	399.00 USD
PO Release	32901	0000011026	Complete	32402-41710	72	861.00 USD
PO Release	32901	0000011026	Complete	32402-41710	73	689.00 USD
PO Release	32901	0000011026	Complete	32402-41710	74	10503.75 USD
PO Release	32901	0000011026	Complete	32402-41710	75	2793.00 USD
PO Release	32901	0000011026	Complete	32402-41710	76	4949.50 USD
PO Release	32901	0000011026	Complete	32402-41710	77	19370.25 USD
PO Release	32901	0000011026	Complete	32402-41710	78	3253.75 USD
PO Release	32901	0000011026	Complete	32402-41710	79	2683.75 USD
PO Release	32901	0000011026	Complete	32402-41710	80	2408.25 USD
PO Release	32901	0000011026	Complete	32402-41710	81	8773.25 USD
PO Release	32901	0000011026	Complete	32402-41710	82	4423.75 USD
PO Release	32901	0000011026	Complete	32402-41710	83	5187.00 USD
PO Release	32901	0000011026	Complete	32402-41710	84	2612.50 USD
PO Release	32901	0000011026	Complete	32402-41710	85	5569.00 USD
PO Release	32901	0000011026	Complete	32402-41710	86	1567.50 USD
PO Release	32901	0000011026	Complete	32402-41710	87	18461.00 USD
PO Release	32901	0000011026	Complete	32402-41710	88	532.00 USD
PO Release	32901	0000011026	Complete	32402-41710	89	2370.25 USD
PO Release	32901	0000011026	Complete	32402-41710	90	2644.00 USD
PO Release	32901	0000011026	Complete	32402-41710	91	1187.75 USD
PO Release	32901	0000011026	Complete	32402-41710	92	819.25 USD
PO Release	32901	0000010674	Complete	32402-41710	36	2578.50 USD
PO Release	32901	0000010674	Complete	32402-41710	37	916.75 USD
PO Release	32901	0000010674	Complete	32402-41710	38	2204.00 USD
PO Release	32901	0000010674	Complete	32402-41710	39	4395.75 USD
PO Release	32901	0000010674	Complete	32402-41710	40	1178.00 USD
PO Release	32901	0000010674	Complete	32402-41710	41	4361.75 USD
PO Release	32901	0000010674	Complete	32402-41710	42	237.50 USD
PO Release	32901	0000010674	Complete	32402-41710	43	741.50 USD
PO Release	32901	0000010674	Complete	32402-41710	44	289.75 USD
PO Release	32901	0000010674	Complete	32402-41710	45	686.00 USD
PO Release	32901	0000010674	Complete	32402-41710	46	9729.00 USD
PO Release	32901	0000010674	Complete	32402-41710	47	2926.00 USD
PO Release	32901	0000010674	Complete	32402-41710	48	4441.25 USD
PO Release	32901	0000010674	Complete	32402-41710	49	20524.25 USD
PO Release	32901	0000010674	Complete	32402-41710	50	3106.50 USD
PO Release	32901	0000010674	Complete	32402-41710	51	2745.50 USD
PO Release	32901	0000010674	Complete	32402-41710	52	2812.00 USD
PO Release	32901	0000010674	Complete	32402-41710	53	9224.50 USD
PO Release	32901	0000010674	Complete	32402-41710	54	3819.75 USD
PO Release	32901	0000010674	Complete	32402-41710	55	5282.00 USD
PO Release	32901	0000010674	Complete	32402-41710	56	2365.50 USD

# Contract Events Inquiry

<input type="checkbox"/>	PO Release	32901	0000010674	Complete	32402-41710	57	6488.50 USD
<input type="checkbox"/>	PO Release	32901	0000010674	Complete	32402-41710	58	1814.50 USD
<input type="checkbox"/>	PO Release	32901	0000010674	Complete	32402-41710	59	18554.00 USD
<input type="checkbox"/>	PO Release	32901	0000010674	Complete	32402-41710	60	712.50 USD
<input type="checkbox"/>	PO Release	32901	0000010674	Complete	32402-41710	61	2151.75 USD
<input type="checkbox"/>	PO Release	32901	0000010674	Complete	32402-41710	62	3275.00 USD
<input type="checkbox"/>	PO Release	32901	0000010674	Complete	32402-41710	63	1757.25 USD
<input type="checkbox"/>	PO Release	32901	0000010674	Complete	32402-41710	64	1316.50 USD
<input type="checkbox"/>	PO Release	32901	0000010294	Complete	32402-41710	30	3059.50 USD
<input type="checkbox"/>	PO Release	32901	0000010294	Complete	32402-41710	31	978.50 USD
<input type="checkbox"/>	PO Release	32901	0000010294	Complete	32402-41710	32	1887.00 USD
<input type="checkbox"/>	PO Release	32901	0000010294	Complete	32402-41710	33	4120.75 USD
<input type="checkbox"/>	PO Release	32901	0000010294	Complete	32402-41710	34	1173.25 USD
<input type="checkbox"/>	PO Release	32901	0000010294	Complete	32402-41710	35	4215.50 USD
<input type="checkbox"/>	PO Release	32901	0000010088	Complete	32402-41710	24	111507.25 USD

Maximum Amount: 3474324.25 Released: 1839063.50 Remaining: 1635260.75 USD

[View Contract ID Line](#)      [Show Payments](#)

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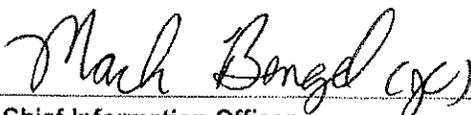
## OIR Pre-Approval Endorsement Request E-Mail Transmittal

**TO :** Jane Chittenden, OIR Procurement & Contract Management Director  
Department of Finance & Administration  
E-mail : [Jane.Chittenden@tn.gov](mailto:Jane.Chittenden@tn.gov)

**FROM :** Priscilla E. Wainwright  
E-mail : [Priscilla.Wainwright@tn.gov](mailto:Priscilla.Wainwright@tn.gov)

**DATE :** 1/11/2013

**RE :** Request for OIR Pre-Approval Endorsement

<b>Applicable RFS #</b> 32402-41710
<b>OIR Endorsement Signature &amp; Date:</b>
 
Chief Information Officer
<i>NOTE: Proposed contract/grant support is applicable to the subject IT service technical merit.</i>

Office for Information Resources (OIR) pre-approval endorsement appears to be required pursuant to professional service contracting regulations pertaining to procurements with information technology as a component of the scope of service. This request seeks to ensure that OIR is aware of and has an opportunity to review the procurement detailed below and in the attached documents.

Please document OIR endorsement of the described procurement (with the appropriate signature above), and return this document via e-mail at your earliest convenience.

<b>Contracting Agency</b>	<b>Tennessee Department of Correction</b>
<b>Agency Contact</b> (name, phone, e-mail)	<b>Priscilla E. Wainwright</b> <b><a href="mailto:Priscilla.Wainwright@tn.gov">Priscilla.Wainwright@tn.gov</a></b>
<b>Subject Procurement Document</b> (mark one)	
<input type="checkbox"/> RFP	<input type="checkbox"/> Contract
<input type="checkbox"/> Competitive Negotiation Request	<input type="checkbox"/> Contract Amendment
<input type="checkbox"/> Alternative Procurement Method Request	<input type="checkbox"/> Grant
<input type="checkbox"/> Non-Competitive Contract Request	<input type="checkbox"/> Grant Amendment
<input checked="" type="checkbox"/> Non-Competitive Amendment Request	
<b>Information Systems Plan (ISP) Project Applicability</b>	
<input checked="" type="checkbox"/> Not Applicable to this Request	
<input type="checkbox"/> Applicable— ISP Project#	
<b>Response Confirmed by IT Director/Staff</b> (name):	

<b>Applicable RFS #</b> 32402-41710
Joel Conlin
<b>Required Attachments</b> (as applicable – copies without signatures acceptable) <input type="checkbox"/> RFP, Competitive Negotiation Request, Alternative Procurement Method Request, Non-Competitive Contract Request, Non-Competitive Amendment Request <input type="checkbox"/> Original Contract/Grant or Amendment <input checked="" type="checkbox"/> Proposed Contract/Grant or Amendment
<b>Subject Information Technology Service Description</b> (Brief summary of information technology services involved. Clearly identify included technologies such as system development/maintenance, security, networking, <i>etc.</i> As applicable, identify the contract & solicitation sections related to the IT services.)  GPS and RF Electronic Monitoring Services for offenders now under TDOC supervision. Supervision of these offenders was transferred from BOPP to TDOC effective July 1.  It was recently discovered that Amendment 2, which was approved by the Fiscal Review Committee Oct. 15, 2012 and executed on Dec. 17, 2012 did not include the lower rates negotiated with the vendor for a service option not currently being used by the State.  Amendment 3 will correct this oversight, and revise the rates so the contract will reflect correct rates if the State elects to use this option.

# Non-Competitive Amendment Request

NOT required for a contract with a federal, Tennessee, or Tennessee local government entity or a grant.

Route a completed request, as one file in PDF format, via e-mail attachment sent to: [AgSprs.Agspr@sate.tn.us](mailto:AgSprs.Agspr@sate.tn.us)

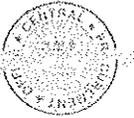
APPROVED

*Jessica Roberts*

COMMISSIONER OF FINANCE & ADMINISTRATION *CPO*

Request Tracking #	32402-41710	
1. Procuring Agency	Tennessee Department of Correction	
2. Contractor	Satellite Tracking of People	
3. Contract #	FA-11-13113	
4. Proposed Amendment #	3	
5. Edison ID #	24140	
6. Contract Begin Date		12/15/2010
7. Current Contract End Date - with ALL options to extend exercised		12/14/2012
8. Proposed Contract End Date - with ALL options to extend exercised		12/14/2013
9. Current Maximum Contract Cost - with ALL options to extend exercised		\$3,474,324.25
10. Proposed Maximum Contract Cost - with ALL options to extend exercised		\$3,474,324.25
11. Office for Information Resources Endorsement - information technology service (N/A to THDA)	<input type="checkbox"/> Not Applicable	<input checked="" type="checkbox"/> Attached
12. eHealth Initiative Support - health-related professional, pharmaceutical, laboratory, or imaging	<input checked="" type="checkbox"/> Not Applicable	<input type="checkbox"/> Attached
13. Human Resources Support - state employee training service	<input checked="" type="checkbox"/> Not Applicable	<input type="checkbox"/> Attached
14. Explanation Need for the Proposed Amendment		
<p>It was recently discovered that Amendment 2, which was approved by the Fiscal Review Committee Oct. 15, 2012 and executed on Dec. 17, 2012 did not include the lower rates negotiated with the vendor for a service option not currently being used by the State.</p> <p>Amendment 3 will correct this oversight, and revise the rates so the contract will reflect correct rates if the State elects to use this option.</p>		
15. Name & Address of the Contractor's Principal Owner(s)		

Request Tracking #	32402-41710
<p align="center"><i>- NOT required for a TN state education institution</i></p> <p align="center"><b>Satellite Tracking of People</b>  1212 N. Post Oak Road, Suite 100  Houston, TX 77055</p>	
<p><b>16. Evidence Contractor's Experience &amp; Length Of Experience Providing the Service</b></p> <p>STOP has been in business for seven years, and has been providing GPS Electronic Monitoring Services since 2001.</p>	
<p><b>17. Efforts to Identify Reasonable, Competitive, Procurement Alternatives</b></p> <p>The reassignment of adult supervision functions formerly carried out by BOPP to the Department of Correction began July 1, 2012 and was completed Jan. 1, 2013. In order to continue the agency's electronic monitoring program, no suitable procurements are available at this time.</p>	
<p><b>18. Justification</b> – <i>specifically explain why non-competitive negotiation is in the best interest of the state</i></p> <p>STOP is willing to serve additional offenders at a lower price they are currently serving TDOC. During the RFP process that resulted in the current contract, STOP was the lowest price, best evaluated vendor.</p>	
<p><b>Agency Head Signature and Date</b> – <i>MUST be signed by the ACTUAL agency head as detailed on the current Signature Certification. Signature by an authorized signatory is acceptable only in documented exigent circumstances</i></p> <p align="center"> 1-18-2013</p>	



# CONTRACT AMENDMENT

<b>Agency Tracking #</b> 32402-41712	<b>Edison ID</b> 24140	<b>Contract #</b> FA-11-34113	<b>Amendment #</b> 3
<b>Contractor Legal Entity Name</b> Satellite Tracking of People			<b>Edison Vendor ID</b> 5393

**Amendment Purpose & Effect(s)**  
Reflect rate reductions negotiated with vendor for year 3 and change State agency name

**Amendment Changes Contract End Date:**  YES  NO **End Date:** 12/14/2013

**Amount of the TOTAL Contract Amount INCREASE or DECREASE per this Amendment:** \$ 1,340,418.75

Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2011	735,000.00				735,000.00
2012	720,064.00				720,064.00
2013	678,841.50				678,841.50
2014	1,340,418.75				1,340,418.75
<b>TOTAL:</b>	<b>3,474,324.25</b>				<b>3,474,324.25</b>

**American Recovery and Reinvestment Act (ARRA) Funding:**  YES  NO

**Budget Officer Confirmation:** There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

OCR USE

**Speed Chart (optional)** **Account Code (optional)**



**AMENDMENT 3  
OF CONTRACT 24140**

This Amendment is made and entered by and between the State of Tennessee, Department of Correction, hereinafter referred to as the "State" and Satellite Tracking of People, hereinafter referred to as the "Contractor." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

3. Contract section C.3. is deleted in its entirety and replaced with the following:

C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1.

- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in Section A.
- b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates: (definition for day)

Service Description	12/15/10 – 12/14/11	12/15/11 – 12/14/12*	12/15/12 – 12/14/13*	12/15/13 – 12/14/14*	12/15/14 – 12/14/15*
GPS EM Active Monitoring – Contractor Monitoring	\$ 4.75 Per Offender Per Day	\$4.75 Per Offender Per Day	\$ 3.50 Per Offender Per Day	\$ 3.50 Per Offender Per Day	\$ 3.50 Per Offender Per Day
GPS EM Active Monitoring – State Monitoring	\$ 4.00 Per Offender Per Day	\$4.00 Per Offender Per Day	\$ 2.75 Per Offender Per Day	\$ 2.75 Per Offender Per Day	\$ 2.75 Per Offender Per Day
GPS EM Passive Monitoring – State Monitoring	\$ 4.00 Per Offender Per Day	\$ 4.00 Per Offender Per Day	\$ 2.00 Per Offender Per Day	\$ 2.00 Per Offender Per Day	\$ 2.00 Per Offender Per Day
RF Monitoring	\$ 1.75 Per Offender Per Day	\$ 1.75 Per Offender Per Day	\$ 1.25 Per Offender Per Day	\$ 1.25 Per Offender Per Day	\$ 1.25 Per Offender Per Day

\* If Contract extended by amendment

- c. The Contractor shall not be compensated for travel time to the primary location of service provision.
- d. A "day" shall be defined as a minimum of eight (8) hours of service. If the Contractor provides fewer than eight hours of service in a standard twenty-four hour day, the Contractor shall bill *pro rata* for only those portions of the day in which service was actually delivered. The Contractor shall not bill more than the daily rate even if the Contractor works more than eight hours in a day.



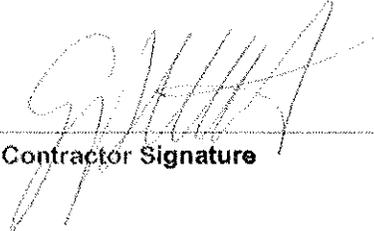
- e. In the event that additional state agencies choose to participate in the contract with the Contractor, the rates for services provided to said additional agencies MUST be the rates originally proposed to the State.
- f. The Contractor will not be compensated for the design and implementation for this project and the payment rates listed in this section are all inclusive for any work done under this contract.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective December 15, 2012. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

**IN WITNESS WHEREOF,**

**Satellite Tracking of People:**

  
 \_\_\_\_\_  
 Contractor Signature 4/24/2013  
DATE

**Greg Utterback, Chief Development Officer/VP, Business Development**

**Tennessee Department of Correction:**

  
 \_\_\_\_\_  
 Derrick D. Schofield, Commissioner 5-7-2013  
DATE



GENERAL ASSEMBLY OF THE STATE OF TENNESSEE  
FISCAL REVIEW COMMITTEE

320 Sixth Avenue, North – 8<sup>th</sup> Floor  
NASHVILLE, TENNESSEE 37243-0057  
615-741-2564

Sen. Bill Ketron, Chairman  
Senators

Douglas Henry           Reginald Tate  
Brian Kelsey             Ken Yager  
Eric Stewart  
Randy McNally, *ex officio*  
Lt. Governor Ron Ramsey, *ex officio*

Rep. Curtis Johnson, Vice-Chairman  
Representatives

Tommie Brown           David Shepard  
Jim Coley                Tony Shipley  
Charles Curtiss         Curry Todd  
Johnny Shaw             Mark White  
Charles Sargent, *ex officio*  
Speaker Beth Harwell, *ex officio*

MEMORANDUM

TO:                    Jessica Robertson, Chief Procurement Officer  
                          Department of General Services

FROM:                 Senator Bill Ketron, Chairman           BK  
                          Representative Curtis Johnson, Vice-Chairman           CJ

DATE:                 October 16, 2012

SUBJECT:             **Contract Comments**  
                          (Fiscal Review Committee Meeting 10/15/12)

**RFS# 324.02-41710 (Edison #24140)**

**Department: Correction**

**Vendor: Satellite Tracking of People, LLC**

**Summary: The vendor provides Global Positioning System (GPS) and Radio Frequency (RF) electronic monitoring of sexual offenders as part of their supervision by the Department. The proposed amendment extends the current contract an additional year through December 14, 2013, and increases the maximum liability by \$1,340,419.**

**Current maximum liability: \$2,133,906**

**Proposed maximum liability: \$3,474,324**

After review, the Fiscal Review Committee voted to recommend approval of the contract amendment.

cc: The Honorable Derrick Schofield, Commissioner



STATE OF TENNESSEE  
DEPARTMENT OF CORRECTION  
6<sup>TH</sup> FLOOR RACHEL JACKSON BUILDING  
320 SIXTH AVENUE NORTH  
NASHVILLE, TENNESSEE 37243-0465  
OFFICE (615) 741-1000

## **MEMORANDUM**

TO: Fiscal Review Committee

FROM: Derrick D. Schofield, Commissioner 

DATE: October 5, 2012

SUBJECT: TDOC REQUEST 32402-41710

Approval of the TDOC request RFS # 32402-40710 for GPS Electronic Monitoring is critical to the operation of the agency and to carrying out the agency mission. This amendment will extend the Satellite Tracking of People contract, originally awarded by RFP, for twelve months beyond the original contract's second year as permitted by the term extension clause included in the contract. The amendment will increase the maximum liability to add funding for the contract's third year. A non-competitive amendment request to permit this term extension and maximum liability increase is being submitted to the Commissioner of General Services simultaneously with this submission to the Fiscal Review Committee.

We appreciate your consideration of this matter.

CC:

- Jason Woodall
- Wes Landers
- Terrence Davis
- Helen Ford
- Priscilla Wainwright
- David Silcox
- Emily Gibson
- Kirk Smith
- Susan Shettlesworth

RECEIVED  
OCT - 5 2012  
FISCAL REVIEW

Supplemental Documentation Required for  
Fiscal Review Committee

*Contact Name:	Priscilla Wainwright	*Contact Phone:	(615) 945-8054
*Original Contract Number:	FA11-34113	*Original RFS Number:	32402-41710
Edison Contract Number: (if applicable)	24140	Edison RFS Number: (if applicable)	N/A
*Original Contract Begin Date:	12/15/2010	*Current End Date:	12/14/2012
Current Request Amendment Number: (if applicable)	2		
Proposed Amendment Effective Date: (if applicable)	12/15/2012		
*Department Submitting:	Tennessee Department of Correction		
*Division:	Community Supervision		
*Date Submitted:	10/5/2012		
*Submitted Within Sixty (60) days:	Yes		
<i>If not, explain:</i>			
*Contract Vendor Name:	Satellite Tracking of People		
*Current Maximum Liability:	\$2,133,905.50		
<b>*Current Contract Allocation by Fiscal Year: (as Shown on Most Current Fully Executed Contract Summary Sheet)</b>			
FY:2011	FY:2012-13	FY:2013-14	FY: FY FY
\$735,000.00	\$720,064.00	\$678,841.50	\$ \$ \$
<b>*Current Total Expenditures by Fiscal Year of Contract: (attach backup documentation from STARS or FDAS report)</b>			
FY:2011	FY:2012-13	FY:2013-14	FY: FY FY
\$137,407.00	\$1,139,464.75	\$238,431.25	\$ \$ \$
<b>IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:</b>	All contract funds not spent in FY 2011 or 2012 were carried forward into FY 2013.		
<b>IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:</b>	All funds carried forward were to be expended on GPS and RF electronic monitoring for offenders formerly under BOPP supervision and now under TDOC supervision.		
<b>IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:</b>	Contract expenditures did not exceed contract allocation.		

Supplemental Documentation Required for  
Fiscal Review Committee

*Contract Funding Source/Amount:	State:		Federal:	
Interdepartmental:			Other:	
If "other" please define:				
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>		Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>		
9/21/2011		Add one year to term and increase maximum liability by \$753,311.75		
Method of Original Award: <i>(if applicable)</i>		RFP		
*What were the projected costs of the service for the entire term of the contract prior to contract award?		\$6,267,962.50		

Supplemental Documentation Required for  
Fiscal Review Committee

For all new non-competitive contracts and any contract amendment that changes Sections A or C.3. of the original or previously amended contract document, provide estimates based on information provided the Department by the vendor for determination of contract maximum liability. Add rows as necessary to provide all information requested.

If it is determined that the question is not applicable to your contract document attach detailed explanation as to why that determination was made.

**Planned expenditures by fiscal year by deliverable. Add rows as necessary to indicate all estimated contract expenditures.**

Deliverable description:	FY:11	FY:12-13	FY:13-14	FY:	FY:
GPS Contractor Monitoring	558,600.00	\$1,293,186.75	\$1,263,937.50		
RF Monitoring	17,150.00	\$38,325.00	\$41,643.75		

**Proposed savings to be realized per fiscal year by entering into this contract. If amendment to an existing contract, please indicate the proposed savings to be realized by the amendment. Add rows as necessary to define all potential savings per deliverable.+**

Deliverable description:	FY:11	FY:12-13	FY:13-14	FY:	FY:
GPS Contractor Monitoring	No savings in this fiscal year.	No savings in this fiscal year.	\$173,250.00		
RF Monitoring	No savings in this fiscal year.	No savings in this fiscal year.	\$7,425.00		
Total Savings	0.00	0.00	\$180,675.00		

**Comparison of cost per fiscal year of obtaining this service through the proposed contract or amendment vs. other options. List other options available (including other vendors), cost of other options, and source of information for comparison of other options (e.g. catalog, Web site). Add rows as necessary to indicate price differentials between contract deliverables.**

Proposed Vendor Cost: (Satellite Tracking of People)	FY:11	FY:12-13	FY:13-14	FY:	FY:
GPS Contractor Monitoring	\$558,600.00	\$1,293,186.75	\$1,263,937.5		
RF Monitoring	17,150.00	\$38,325.00	\$41,643.75		
Other Vendor Cost: (iSECUREtrac)*	FY:12	FY:13	FY:14	FY:	FY:
GPS Contractor	\$793,800.00	\$1,803,975.00	\$1,992,856.25		

Supplemental Documentation Required for  
Fiscal Review Committee

Monitoring					
RF Monitoring	\$16,660.00	\$36,228.00	\$42,547.50		
Other Vendor Cost: (ProTech Monitoring)*	FY:11	FY:12-13	FY:13-14	FY:	FY:
GPS Contractor Monitoring	\$764,400.00	\$1,779,375.00	\$1,996,093.75		
RF Monitoring	\$19,600	43,198.8	\$52,606.50		

+ Due to higher volume because additional offenders have been placed on electronic monitoring, the current vendor has agreed to decrease costs for the new contract year.

\*Comparison rates from other vendors were calculated using rates included in vendor cost proposals originally received by BOPP.

# Contract Events Inquiry

Events Inquiry

SetID: SHARE Contract ID: 000000000000000000024140 Vendor ID: 000005393

Contract Events							Customize	Find	Release	First	1-52 of 52	Last
Set	Type	BU	ID	Status	Reference	Release			Amount	Currency		
<input type="checkbox"/>	PO Release	32402	0000008863	Complete	32402-41710/Satellite Tracking	22			112543.00	USD		
<input type="checkbox"/>	PO Release	32402	0000008760	Complete	32402-41710	21			109315.75	USD		
<input type="checkbox"/>	PO Release	32402	0000008576	Complete	32402-41710	20			113647.75	USD		
<input type="checkbox"/>	PO Release	32402	0000008282	Complete	32402-41710	19			103849.00	USD		
<input type="checkbox"/>	PO Release	32402	0000008072	Complete	32402-41710/Satellite Tracking	18			108021.00	USD		
<input type="checkbox"/>	PO Release	32402	0000007889	Complete	32402-41710	17			104903.50	USD		
<input type="checkbox"/>	PO Release	32402	0000007751	Complete	32402-41710	16			97035.25	USD		
<input type="checkbox"/>	PO Release	32402	0000007523	Complete	32402-41710/Satellite Tracking	15			96114.25	USD		
<input type="checkbox"/>	PO Release	32402	0000007441	Complete	32402-41710	14			90609.25	USD		
<input type="checkbox"/>	PO Release	32402	0000007129	Complete	32402-41710	13			90507.00	USD		
<input type="checkbox"/>	PO Release	32402	0000006942	Complete	32402-41710 Electronic Monitor	12			63011.25	USD		
<input type="checkbox"/>	PO Release	32402	0000006529	Complete	32402-41710/Satellite Tracking	11			49907.75	USD		
<input type="checkbox"/>	PO Release	32402	0000006488	Complete	32402-41710	10			12193.50	USD		
<input type="checkbox"/>	PO Release	32402	0000006458	Complete	32402-41710/Satellite	9			38240.50	USD		
<input type="checkbox"/>	PO Release	32402	0000006377	Complete	32402-41710	8			29857.25	USD		
<input type="checkbox"/>	PO Release	32402	0000006042	Complete	32402-41710/Satellite Tracking	1			7208.00	USD		
<input type="checkbox"/>	PO Release	32901	0000010674	Dispatched	32402-41710	36			2578.50	USD		
<input type="checkbox"/>	PO Release	32901	0000010674	Dispatched	32402-41710	37			916.75	USD		
<input type="checkbox"/>	PO Release	32901	0000010674	Dispatched	32402-41710	38			2204.00	USD		
<input type="checkbox"/>	PO Release	32901	0000010674	Dispatched	32402-41710	39			4395.75	USD		
<input type="checkbox"/>	PO Release	32901	0000010674	Dispatched	32402-41710	40			1178.00	USD		
<input type="checkbox"/>	PO Release	32901	0000010674	Dispatched	32402-41710	41			4361.75	USD		
<input type="checkbox"/>	PO Release	32901	0000010674	Dispatched	32402-41710	42			237.50	USD		
<input type="checkbox"/>	PO Release	32901	0000010674	Dispatched	32402-41710	43			741.50	USD		
<input type="checkbox"/>	PO Release	32901	0000010674	Dispatched	32402-41710	44			289.75	USD		
<input type="checkbox"/>	PO Release	32901	0000010674	Dispatched	32402-41710	45			686.00	USD		
<input type="checkbox"/>	PO Release	32901	0000010674	Dispatched	32402-41710	46			9729.00	USD		
<input type="checkbox"/>	PO Release	32901	0000010674	Dispatched	32402-41710	47			2926.00	USD		
<input type="checkbox"/>	PO Release	32901	0000010674	Dispatched	32402-41710	48			4441.25	USD		
<input type="checkbox"/>	PO Release	32901	0000010674	Dispatched	32402-41710	49			20524.25	USD		
<input type="checkbox"/>	PO Release	32901	0000010674	Dispatched	32402-41710	50			3106.50	USD		
<input type="checkbox"/>	PO Release	32901	0000010674	Dispatched	32402-41710	51			2745.50	USD		
<input type="checkbox"/>	PO Release	32901	0000010674	Dispatched	32402-41710	52			2812.00	USD		
<input type="checkbox"/>	PO Release	32901	0000010674	Dispatched	32402-41710	53			9224.50	USD		
<input type="checkbox"/>	PO Release	32901	0000010674	Dispatched	32402-41710	54			3819.75	USD		
<input type="checkbox"/>	PO Release	32901	0000010674	Dispatched	32402-41710	55			5282.00	USD		
<input type="checkbox"/>	PO Release	32901	0000010674	Dispatched	32402-41710	56			2365.50	USD		
<input type="checkbox"/>	PO Release	32901	0000010674	Dispatched	32402-41710	57			6488.50	USD		
<input type="checkbox"/>	PO Release	32901	0000010674	Dispatched	32402-41710	58			1814.50	USD		
<input type="checkbox"/>	PO Release	32901	0000010674	Dispatched	32402-41710	59			18554.00	USD		
<input type="checkbox"/>	PO Release	32901	0000010674	Dispatched	32402-41710	60			712.50	USD		
<input type="checkbox"/>	PO Release	32901	0000010674	Dispatched	32402-41710	61			2151.75	USD		
<input type="checkbox"/>	PO Release	32901	0000010674	Dispatched	32402-41710	62			3275.00	USD		
<input type="checkbox"/>	PO Release	32901	0000010674	Dispatched	32402-41710	63			1757.25	USD		
<input type="checkbox"/>	PO Release	32901	0000010674	Dispatched	32402-41710	64			1316.50	USD		
<input type="checkbox"/>	PO Release	32901	0000010294	Dispatched	32402-41710	30			3059.50	USD		
<input type="checkbox"/>	PO Release	32901	0000010294	Dispatched	32402-41710	31			978.50	USD		
<input type="checkbox"/>	PO Release	32901	0000010294	Dispatched	32402-41710	32			1887.00	USD		
<input type="checkbox"/>	PO Release	32901	0000010294	Dispatched	32402-41710	33			4120.75	USD		
<input type="checkbox"/>	PO Release	32901	0000010294	Dispatched	32402-41710	34			1173.25	USD		
<input type="checkbox"/>	PO Release	32901	0000010294	Dispatched	32402-41710	35			4215.50	USD		
<input type="checkbox"/>	PO Release	32901	0000010088	Dispatched	32402-41710	24			111507.25	USD		

Maximum Amount: 2133905.50 Released: 1474541.50 Remaining: 659364.00 USD

[View Contract ID Line](#) [Show Payments](#)

[Return to Search](#) [Notify](#)



## OIR Pre-Approval Endorsement Request E-Mail Transmittal

**TO :** Jane Chittenden, OIR Procurement & Contract Management Director  
Department of Finance & Administration  
E-mail : [Jane.Chittenden@tn.gov](mailto:Jane.Chittenden@tn.gov)

**FROM :** Priscilla E. Wainwright  
E-mail : [Priscilla.Wainwright@tn.gov](mailto:Priscilla.Wainwright@tn.gov)

**DATE :** 10/2/2012

**RE :** Request for OIR Pre-Approval Endorsement

**Applicable RFS #** 32402-41710

**OIR Endorsement Signature & Date:**

*Mark Bengel (gc) 10/3/12*

**Chief Information Officer**

*NOTE: Proposed contract/grant support is applicable to the subject IT service technical merit.*

Office for Information Resources (OIR) pre-approval endorsement appears to be required pursuant to professional service contracting regulations pertaining to procurements with information technology as a component of the scope of service. This request seeks to ensure that OIR is aware of and has an opportunity to review the procurement detailed below and in the attached documents.

Please document OIR endorsement of the described procurement (with the appropriate signature above), and return this document via e-mail at your earliest convenience.

<b>Contracting Agency</b>	<b>Tennessee Department of Correction</b>
<b>Agency Contact</b> (name, phone, e-mail)	<b>Priscilla E. Wainwright</b> <b>Priscilla.Wainwright@tn.gov</b>
<b>Subject Procurement Document</b> (mark one)	
<input type="checkbox"/> RFP	<input type="checkbox"/> Contract
<input type="checkbox"/> Competitive Negotiation Request	<input type="checkbox"/> Contract Amendment
<input type="checkbox"/> Alternative Procurement Method Request	<input type="checkbox"/> Grant
<input type="checkbox"/> Non-Competitive Contract Request	<input type="checkbox"/> Grant Amendment
<input checked="" type="checkbox"/> Non-Competitive Amendment Request	
<b>Information Systems Plan (ISP) Project Applicability</b>	
<input checked="" type="checkbox"/> Not Applicable to this Request	
<input type="checkbox"/> Applicable— ISP Project#	
<b>Response Confirmed by IT Director/Staff</b> (name):	

**Applicable RFS # 32402-41710**

**Joel Conlin**

**Required Attachments** (as applicable – copies without signatures acceptable)

- RFP, Competitive Negotiation Request, Alternative Procurement Method Request, Non-Competitive Contract Request, Non-Competitive Amendment Request
- Original Contract/Grant or Amendment
- Proposed Contract/Grant or Amendment

**Subject Information Technology Service Description**

(Brief summary of information technology services involved. Clearly identify included technologies such as system development/maintenance, security, networking, etc. As applicable, identify the contract & solicitation sections related to the IT services.)

GPS and RF Electronic Monitoring Services for offenders now under TDOC supervision. Supervision of these offenders was transferred from BOPP to TDOC effective July 1. This amendment will extend the current contract term by one year and increase contract maximum liability to support the third year as well as any additional offenders TDOC may add to electronic monitoring as part of their probation or parole supervision.

# Non-Competitive Amendment Request

NOT required for a contract with a federal, Tennessee, or Tennessee local government entity or a grant.

Route a completed request, as one file in PDF format, via e-mail attachment sent to: [Agsprs.Agsprs@state.tn.us](mailto:Agsprs.Agsprs@state.tn.us)

**APPROVED**

COMMISSIONER OF FINANCE & ADMINISTRATION

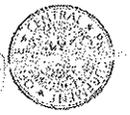
<b>Request Tracking #</b>	32402-41710	
<b>1. Procuring Agency</b>	Tennessee Department of Correction	
<b>2. Contractor</b>	Satellite Tracking of People	
<b>3. Contract #</b>	FA-11-13113	
<b>4. Proposed Amendment #</b>	2	
<b>5. Edison ID #</b>	24140	
<b>6. Contract Begin Date</b>		12/15/2010
<b>7. Current Contract End Date</b> – with ALL options to extend exercised		12/14/2012
<b>8. Proposed Contract End Date</b> – with ALL options to extend exercised		12/14/2013
<b>9. Current Maximum Contract Cost</b> – with ALL options to extend exercised		\$ 2,133,905.50
<b>10. Proposed Maximum Contract Cost</b> – with ALL options to extend exercised		\$3,474,324.25
<b>11. Office for Information Resources Endorsement</b> – information technology service (N/A to THDA)	<input type="checkbox"/> Not Applicable	<input checked="" type="checkbox"/> Attached
<b>12. eHealth Initiative Support</b> – health-related professional, pharmaceutical, laboratory, or imaging	<input checked="" type="checkbox"/> Not Applicable	<input type="checkbox"/> Attached
<b>13. Human Resources Support</b> – state employee training service	<input checked="" type="checkbox"/> Not Applicable	<input type="checkbox"/> Attached
<b>14. Explanation Need for the Proposed Amendment</b>		
<p>The RFP was written with a contract term of one year with four one-year term extensions possible. TDOC wishes to exercise a one year term extension at this time.</p> <p>During the second contract year, the State and the vendor discussed a possible rate decrease as the volume of offenders being monitored was higher than anticipated. The vendor was agreeable, so in addition to adding a third year to the contract term, the maximum liability is being increased to support the third year of the contract term, recognizing an overall savings to the State.</p>		

<b>Request Tracking #</b>	<b>32402-41710</b>
<p><b>15. Name &amp; Address of the Contractor's Principal Owner(s)</b>  <i>– NOT required for a TN state education institution</i></p> <p>Satellite Tracking of People  1212 N. Post Oak Road, Suite 100  Houston, TX 77055</p>	
<p><b>16. Evidence Contractor's Experience &amp; Length Of Experience Providing the Service</b></p> <p>STOP has been in business for seven years, and has been providing GPS Electronic Monitoring Services since 2001.</p>	
<p><b>17. Efforts to Identify Reasonable, Competitive, Procurement Alternatives</b></p> <p>TDOC is in the midst of a top to bottom review following the integration of adult supervision (formerly BOPP) on July 1. In order to continue the agency's electronic monitoring program until the review is complete and a future direction determined, no suitable procurements are available at this time.</p>	
<p><b>18. Justification</b> – <i>specifically explain why non-competitive negotiation is in the best interest of the state</i></p> <p>STOP is willing to serve additional offenders at a lower price they are currently serving TDOC. During the RFP process that resulted in the current contract, STOP was the lowest price, best evaluated vendor.</p>	
<p><b>Agency Head Signature and Date</b> – <i>MUST be signed by the ACTUAL agency head as detailed on the current Signature Certification. Signature by an authorized signatory is acceptable only in documented exigent circumstances</i></p> 	



# CONTRACT AMENDMENT

<b>Agency Tracking #</b> 32402-41712	<b>Edison ID</b> 24140	<b>Contract #</b> FA-11-34113	<b>Amendment #</b> 2		
<b>Contractor Legal Entity Name</b> Satellite Tracking of People			<b>Edison Vendor ID</b> 5393		
<b>Amendment Purpose &amp; Effect(s)</b> Increase Maximum Liability and Add a Year to Current Contract Term					
<b>Amendment Changes Contract End Date:</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		<b>End Date:</b> 12/14/2013			
<b>Amount of the TOTAL Contract Amount INCREASE or DECREASE per this Amendment:</b>			<b>\$ 1,340,418.75</b>		
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Contract Amount</b>
2011	735,000.00				735,000.00
2012	720,064.00				720,064.00
2013	678,841.50				678,841.50
2014	1,340,418.75				1,340,418.75
<b>TOTAL:</b>	<b>3,474,324.25</b>				<b>3,474,324.25</b>
<b>American Recovery and Reinvestment Act (ARRA) Funding:</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
<b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<b>OCR USE</b>	
					
<b>Speed Chart (optional)</b>		<b>Account Code (optional)</b>			



**AMENDMENT 2  
OF CONTRACT 24140**

This Amendment is made and entered by and between the State of Tennessee, Department of Correction, hereinafter referred to as the "State" and Satellite Tracking of People, hereinafter referred to as the "Contractor." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

1. Contract section B.1. is deleted in its entirety and replaced with the following:
  - B.1. This Contract shall be effective for the period commencing on December 15, 2010 and ending on December 14, 2013. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.
2. Contract section C.1. is deleted in its entirety and replaced with the following:
  - C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Three Million, Four Hundred Seventy-Four Thousand Three Hundred Twenty-Four Dollars and Twenty-Five Cents (**\$3,474,324.25**). The payment rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

3. Contract section C.3. is deleted in its entirety and replaced with the following:
  - C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1.
    - a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in Section A.
    - b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates: (definition for day)

<b>Service Description</b>	<b>12/15/10 – 12/14/11</b>	<b>12/15/11 – 12/14/12*</b>	<b>12/15/12 – 12/14/13*</b>	<b>12/15/13 – 12/14/14*</b>	<b>12/15/14 – 12/14/15*</b>
GPS EM Active Monitoring – Contractor Monitoring	\$ 4.75 Per Offender Per Day	\$4.75 Per Offender Per Day	\$ 3.50 Per Offender Per Day	\$ 3.50 Per Offender Per Day	\$ 3.50 Per Offender Per Day
GPS EM Active Monitoring – State	\$ 4.00 Per Offender Per Day	\$4.00 Per Offender Per Day	\$ 3.80 Per Offender Per Day	\$ 3.80 Per Offender Per Day	\$ 3.80 Per Offender Per Day



Monitoring					
GPS EM Passive Monitoring – State Monitoring	\$ 4.00 Per Offender Per Day				
RF Monitoring	\$ 1.75 Per Offender Per Day	\$ 1.75 Per Offender Per Day	\$ 1.25 Per Offender Per Day	\$ 1.25 Per Offender Per Day	\$ 1.25 Per Offender Per Day

\* If Contract extended by amendment

- c. The Contractor shall not be compensated for travel time to the primary location of service provision.
- d. A "day" shall be defined as a minimum of eight (8) hours of service. If the Contractor provides fewer than eight hours of service in a standard twenty-four hour day, the Contractor shall bill *pro rata* for only those portions of the day in which service was actually delivered. The Contractor shall not bill more than the daily rate even if the Contractor works more than eight hours in a day.
- e. In the event that additional state agencies choose to participate in the contract with the Contractor, the rates for services provided to said additional agencies MUST be the rates originally proposed to the State.
- f. The Contractor will not be compensated for the design and implementation for this project and the payment rates listed in this section are all inclusive for any work done under this contract.

Amendment Effective Date. The revisions set forth herein shall be effective December 15, 2012. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

**IN WITNESS WHEREOF,**

**Satellite Tracking of People:**

  
 \_\_\_\_\_  
 Contractor Signature October 22, 2012  
DATE

**Greg Utterback, Chief Development Officer/VP, Business Development**

**Tennessee Department of Correction:**

  
 \_\_\_\_\_  
 Derrick D. Schofield, Commissioner 11-16-2012  
DATE



GENERAL ASSEMBLY OF THE STATE OF TENNESSEE  
FISCAL REVIEW COMMITTEE

320 Sixth Avenue, North – 8<sup>th</sup> Floor  
NASHVILLE, TENNESSEE 37243-0057  
615-741-2564

**Sen. Bill Ketron, Chairman**

Senators

Douglas Henry                      Reginald Tate  
Brian Kelsey                        Ken Yager  
Eric Stewart  
Randy McNally, *ex officio*  
Lt. Governor Ron Ramsey, *ex officio*

**Rep. Curtis Johnson, Vice-Chairman**

Representatives

Tommie Brown                      David Shepard  
Jim Coley                            Tony Shipley  
Charles Curtiss                      Curry Todd  
Johnny Shaw                         Mark White  
Charles Sargent, *ex officio*  
Speaker Beth Harwell, *ex officio*

**M E M O R A N D U M**

TO:                                      The Honorable Mark Emkes, Commissioner  
Department of Finance and Administration

FROM:                                  Bill Ketron, Chairman, Fiscal Review Committee  
Curtis Johnson, Vice-Chairman, Fiscal Review Committee BK CJ

DATE:                                  September 21, 2011

SUBJECT:                              **Contract Comments**  
(Fiscal Review Committee Meeting 9/20/11)

**RFS# 324.02-41710 (Edison #24140)**

**Department: Board of Probation and Parole (BOPP)**

**Contractor: Satellite Tracking of People, LLC**

**Summary: The vendor is currently responsible for the provision of Global Positioning System and Radio Frequency electronic monitoring of sexual offenders under supervision. The proposed amendment extends the contract for an additional year through December 14, 2012, and increases the maximum liability by \$753,312.**

**Maximum liability: \$1,380,594**

**Maximum liability w/amendment \$2,133,906**

After review, the Fiscal Review Committee voted to recommend approval of the contract amendment.

cc: Mr. Charles Traughber, Chairman, BOPP  
Ms. Jessica Robertson, Chief Procurement Officer  
Mr. Robert Barlow, Director, Office of Contracts Review



STATE OF TENNESSEE  
**BOARD OF PROBATION AND PAROLE**  
404 JAMES ROBERTSON PARKWAY, SUITE 1300  
NASHVILLE, TENNESSEE 37243-0850 (615) 741-1673

MEMORANDUM

TO: Fiscal Review Committee

FROM: Patricia A. Merritt, Executive Director 

DATE: September 9, 2011

SUBJECT: BOPP REQUEST 32402-41710

Approval of the BOPP request RFS # 32402-40710 for GPS Electronic Monitoring is critical to the operation of the agency and to carrying out the agency mission. This amendment will extend the Satellite Tracking of People contract, originally awarded by RFP, for twelve months beyond the original contract's first year as permitted by the term extension clause included in the contract. The amendment will increase the maximum liability to add funding for the contract's second year and also to accommodate the additional offenders placed under electronic monitoring as part of their supervision earlier this year. A non-competitive amendment request to permit this term extension and maximum liability increase is being submitted to the Commissioner of Finance and Administration simultaneously with this submission to the Fiscal Review Committee.

We appreciate your consideration of this matter.

CC: Board Members  
Gary Tullock  
Priscilla Wainwright  
Gail Best  
John B. Cowley  
Kirk Smith  
Helen Ford  
Susan Shettlesworth

Supplemental Documentation Required for  
Fiscal Review Committee

*Contact Name:	Priscilla Wainwright	*Contact Phone:	(615) 253-5571		
*Original Contract Number:	FA11-34113	*Original RFS Number:	32402-41710		
Edison Contract Number: <i>(if applicable)</i>	24140	Edison RFS Number: <i>(if applicable)</i>	N/A		
*Original Contract Begin Date:	Dec. 15, 2010	*Current End Date:	Dec. 14, 2011		
Current Request Amendment Number: <i>(if applicable)</i>	1				
Proposed Amendment Effective Date: <i>(if applicable)</i>	Upon Amendment Execution				
*Department Submitting:	Tennessee Board of Probation and Parole				
*Division:	Field Services				
*Date Submitted:	9/9/2011				
*Submitted Within Sixty (60) days:	Yes				
<i>If not, explain:</i>					
*Contract Vendor Name:	Satellite Tracking of People				
*Current Maximum Liability:	\$1,380,593.75				
<b>*Current Contract Allocation by Fiscal Year:</b> <i>(as Shown on Most Current Fully Executed Contract Summary Sheet)</i>					
FY:11	FY:12	FY:	FY:	FY	FY
\$735.000	\$645,593.75	\$	\$	\$	\$
<b>*Current Total Expenditures by Fiscal Year of Contract:</b> <i>(attach backup documentation from STARS or FDAS report)</i>					
FY:11	FY:12	FY:	FY:	FY	FY
\$137,407.00	\$63,011.25	\$	\$	\$	\$
<b>IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:</b>			All contract funds not spent in FY 11 were carried forward into FY 12.		
<b>IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:</b>			All funds carried forward were to be expended on GPS and RF electronic monitoring for offenders under BOPP supervision.		
<b>IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:</b>			Contract expenditures did not exceed contract allocation.		

Supplemental Documentation Required for  
Fiscal Review Committee

*Contract Funding Source/Amount:	State:		Federal:	
Interdepartmental:			Other:	
If "other" please define:				
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>		Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>		
Method of Original Award: <i>(if applicable)</i>		RFP		
*What were the projected costs of the service for the entire term of the contract prior to contract award?		\$6,267,962.50		

Supplemental Documentation Required for  
Fiscal Review Committee

For all new non-competitive contracts and any contract amendment that changes Sections A or C.3. of the original or previously amended contract document, provide estimates based on information provided the Department by the vendor for determination of contract maximum liability. Add rows as necessary to provide all information requested.

If it is determined that the question is not applicable to your contract document attach detailed explanation as to why that determination was made.

**Planned expenditures by fiscal year by deliverable. Add rows as necessary to indicate all estimated contract expenditures.**

Deliverable description:	FY: 12	FY: 13	FY: 14	FY: 15	FY: 16
GPS Contractor Monitoring	1,293,186.75	658,398.00			
RF Monitoring	24,470.25	20,443.50			

**Proposed savings to be realized per fiscal year by entering into this contract. If amendment to an existing contract, please indicate the proposed savings to be realized by the amendment. Add rows as necessary to define all potential savings per deliverable. No savings will be realized by amending this contract.+**

Deliverable description:	FY:	FY:	FY:	FY:	FY:

**Comparison of cost per fiscal year of obtaining this service through the proposed contract or amendment vs. other options. List other options available (including other vendors), cost of other options, and source of information for comparison of other options (e.g. catalog, Web site). Add rows as necessary to indicate price differentials between contract deliverables.**

Proposed Vendor Cost: (Satellite Tracking of People)	FY: 12	FY 13	FY: 14	FY: 15	FY: 16
GPS Contractor Monitoring	1,293,186.75	658,398.00			
RF Monitoring	24,470.25	20,443.50			
Other Vendor Cost: (iSECUREtrac)*	FY: 12	FY 13	FY: 14	FY: 15	FY: 16
GPS Contractor Monitoring	1,763,444.25	958,649.00			
RF Monitoring	23,771.10	17,523.00			
Other Vendor	FY: 12	FY 13	FY: 14	FY: 15	FY: 16

Supplemental Documentation Required for  
Fiscal Review Committee

Cost: (ProTech Monitoring, Inc.)*					
GPS Contractor Monitoring	1,698,131.50	982,607.50			
RF Monitoring	27,966.00	22,195.80			

+ As BOPP is extending the term for a second year, there will be no savings. The agency has budgeted for a contract term possibly as long as five years.

Comparison rates from other vendors calculated by using rates included in vendor RFP cost proposals received by BOPP.

**Contract** | [Create Release](#) | [Review Releases](#)

SetID: SHARE \*Status: Approved  
 Contract ID: 000000000000000000024140 Contract Type: SVC (FA) type Contract  
 Administrator: prise0823001 Priscilla E Wainwright  
 Authoring Document

Authoring Status: Executed Version: 0.01 Amendment: 0 Maintain Docum

Process Option: Purchase Order [Edit Comments](#) [Activity Log](#)  
 Vendor: SATELLITE -004 [Contract Activities](#) [Document Status](#)  
 Vendor ID: 0000005393 Satellite Tracking Of People [Primary Contact Info](#) [Thresholds & Notifications](#)  
 Llc [Contract Agreement](#) [Renewals/Extensions](#)  
 Begin Date: 12/15/2010 [Vendor Details](#) [Amount Summary](#)  
 Expire Date: 12/14/2011 [Sub Contractor](#)  
 Currency: USD CRRNT **Maximum Amount:** 1,380,593.75 US  
 Primary Contact: 3 Greg Utterback **Line Released:** 200,418.25  
 Vendor Contract Ref: **Open Item Relsd:** 0.00  
 Description: 32402-41710 **Total Released Amount:** 200,418.25  
 Master Contract ID: **Remaining Amount:** 1,180,175.50  
 Tax Exempt **Remaining Percent:** 85.48  
 Supplier Type Vendor  
 SWC Nbr

Order Contract Options

Allow Multicurrency PO  Allow Open Item Reference  Must Use Contract Rate Date  
 Corporate Contract  Adjust Vendor Pricing First Rate Date: 11/22/2010  
 Lock Chartfields  Price Can Be Changed on Order

[PO Defaults](#) [PO Open Item Pricing](#)

Add Items From  
[Catalog](#) | [Item Search](#)

Lines							Customize   Find   View All	
Details							Order By Amount   Item Information   Default Schedule   Release Amounts   Release Quantities	
Line	Type	Type ID	Description	UOM	Category			
1	Item		electronic monitoring	EA	915-70			
2	Item		electronic monitoring	EA	915-70			
3	Item		electronic monitoring	EA	915-70			
4	Item		electronic monitoring	EA	915-70			
5	Item		electronic monitoring	EA	915-70			
6	Item		electronic monitoring	EA	915-70			

[View Category Hierarchy](#) | [Category Search](#)

Purchase Order Inquiry

Purchase Order

Unit: 32402  
 PO ID: 0000006942

PO Status: Dispatched  
 Budget Status: Valid

▼ Header

PO Date: 08/24/2011  
 Vendor: SATELLITE -004  
 Vendor ID: 0000005393 [Vendor Details](#)

Doc Tol Status: Valid  
 Backorder Status: None  
 Receipt: Received

Hold From Further Processing

Buyer: Georgianna B Johnson  
 PO Reference: 32402-41710 Electronic Monitor

Amount Summary

Merchandise: 63011.25  
 Freight/Tax/Misc.: 0.00  
 Total: 63011.25 USD

[Header Details](#)    [All RTV](#)    [Matching](#)  
[Header Comments...](#)    [Document Status](#)  
[Change Order](#)

Select Lines To Display

Lines								Customize	Find	View All	First	1 of 1	Last
Line	Item	Item Description	Category	PO Qty	UOM	Amount	Status						
1		electronic monitoring	915-70	1.0000	EA	63011.25 USD	Active						

[Return to Search](#)    [Previous in List](#)    [Next in List](#)    [Notify](#)

Purchase Order Inquiry

Purchase Order

Unit: 32402  
 PO ID: 0000006529  
 Change Order: 1

PO Status: Dispatched  
 Budget Status: Valid

▼ Header

PO Date: 06/27/2011  
 Vendor: SATELLITE -004  
 Vendor ID: 0000005393 [Vendor Details](#)  
 Buyer: Dianne L Williams

Doc Tol Status: Valid  
 Backorder Status: None  
 Receipt: Received  
 Hold From Further Processing

PO Reference: 32402-41710/Satellite Tracking

Amount Summary

Merchandise: 49907.75  
 Freight/Tax/Misc.: 0.00  
 Total: 49907.75 USD

[Header Details](#)   [All RTV](#)   [Matching](#)  
[Header Comments...](#)   [Document Status](#)  
[Change Order](#)

Select Lines To Display

Lines								Customize	Find	View All	First	1 of 1	Last
Line	Item	Item Description	Category	PO Qty	UOM	Amount	Status						
1		electronic monitoring	915-70	1.0000	EA	49907.75 USD	Active						

[Return to Search](#) | [Previous in List](#) | [Next in List](#) | [Notify](#)

Purchase Order Inquiry

Purchase Order

Unit: 32402  
 PO ID: 0000006488

PO Status: Dispatched  
 Budget Status: Valid

▼ Header

PO Date: 06/24/2011  
 Vendor: SATELLITE -004  
 Vendor ID: 0000005393 [Vendor Details](#)

Doc Tol Status: Valid  
 Backorder Status: None  
 Receipt: Received

Hold From Further Processing

Buyer: Georgianna B Johnson  
 PO Reference: 32402-41710

Amount Summary

Merchandise: 12193.50  
 Freight/Tax/Misc.: 0.00  
 Total: 12193.50 USD

[Header Details](#)   [All RTV](#)   [Matching](#)  
[Header Comments...](#)   [Document Status](#)  
[Change Order](#)

Select Lines To Display

Lines								Customize   Find   View All   		First  1 of 1  Last
Line	Item	Item Description	Category	PO Qty	UOM	Amount	Status			
1		electronic monitoring	915-70	1.0000	EA	12193.50 USD	Active			

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Purchase Order Inquiry

Purchase Order

Unit: 32402  
 PO ID: 0000006458

PO Status: Dispatched  
 Budget Status: Valid

▼ Header

PO Date: 06/15/2011  
 Vendor: SATELLITE -004  
 Vendor ID: 0000005393 [Vendor Details](#)

Doc Tol Status: Valid  
 Backorder Status: None  
 Receipt: Received  
 Hold From Further Processing

Buyer: Dianne L Williams  
 PO Reference: 32402-41710/Satellite

Amount Summary

Merchandise: 38240.50  
 Freight/Tax/Misc.: 0.00  
 Total: 38240.50 USD

[Header Details](#)   [All RTV](#)   [Matching](#)  
[Header Comments...](#)   [Document Status](#)  
[Change Order](#)

Select Lines To Display

Lines								Customize   Find   View All   		First  1 of 1  Last
Line	Item	Item Description	Category	PO Qty	UOM	Amount	Status			
1		electronic monitoring	915-70	1.0000	EA	38240.50 USD	Active			

[Return to Search](#) | [Previous in List](#) | [Next in List](#) | [Notify](#)

Purchase Order Inquiry

Purchase Order

**Unit:** 32402  
**PO ID:** 0000006377

**PO Status:** Dispatched  
**Budget Status:** Valid

▼ Header

**PO Date:** 05/26/2011  
**Vendor:** SATELLITE -004  
**Vendor ID:** 0000005393 [Vendor Details](#)

**Doc Tol Status:** Valid  
**Backorder Status:** None  
**Receipt:** Received

**Hold From Further Processing**

**Buyer:** Georgianna B Johnson  
**PO Reference:** 32402-41710

Amount Summary

**Merchandise:** 29857.25  
**Freight/Tax/Misc.:** 0.00  
**Total:** 29857.25 USD

[Header Details](#)   [All RTV](#)   [Matching](#)

[Header Comments...](#)   [Document Status](#)

[Change Order](#)

Select Lines To Display

Lines								Customize   Find   View All   		First  1 of 1  Last
<u>Line</u>	<u>Item</u>	<u>Item Description</u>	<u>Category</u>	<u>PO Qty</u>	<u>UOM</u>	<u>Amount</u>	<u>Status</u>			
1		electronic monitoring	915-70	1.0000	EA	29857.25 USD	Active			

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Purchase Order Inquiry

**Purchase Order**

**Unit:** 32402  
**PO ID:** 0000006042

**PO Status:** Compl  
**Budget Status:** Valid

▼ Header

**PO Date:** 04/20/2011  
**Vendor:** SATELLITE -004  
**Vendor ID:** 0000005393 [Vendor Details](#)

**Doc Tol Status:** Valid  
**Backorder Status:** None  
**Receipt:** Received  
 **Hold From Further Processing**

**Buyer:** Dianne L Williams  
**PO Reference:** 32402-41710/Satellite Tracking

Amount Summary

**Merchandise:** 7208.00  
**Freight/Tax/Misc.:** 0.00  
**Total:** 7208.00 USD

[Header Details](#)   [All RTV](#)   [Matching](#)  
[Header Comments...](#)   [Document Status](#)  
[Change Order](#)

Select Lines To Display

Lines								Customize   Find   View All   		First  1 of 1  Last
Line	Item	Item Description	Category	PO Qty	UOM	Amount	Status			
1		electronic monitoring	915-70	1.0000	EA	7208.00 USD	Closed			

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# Non-Competitive Amendment Request

NOT required for a contract with a federal, Tennessee, or Tennessee local government entity or a grant.

Route a completed request, as one file in PDF format, via e-mail attachment sent to: [Agsprs.Agsprs@state.tn.us](mailto:Agsprs.Agsprs@state.tn.us)

**APPROVED**

**COMMISSIONER OF FINANCE & ADMINISTRATION**

<b>Request Tracking #</b>	<b>32402-41710</b>	
<b>1. Procuring Agency</b>	<b>Board of Probation and Parole</b>	
<b>2. Contractor</b>	<b>Satellite Tracking of People</b>	
<b>3. Contract #</b>	<b>FA-11-13113</b>	
<b>4. Proposed Amendment #</b>	<b>1</b>	
<b>5. Edison ID #</b>	<b>24140</b>	
<b>6. Contract Begin Date</b>		<b>12/15/2010</b>
<b>7. Current Contract End Date</b> – with ALL options to extend exercised		<b>12/14/2011</b>
<b>8. Proposed Contract End Date</b> – with ALL options to extend exercised		<b>12/14/2012</b>
<b>9. Current Maximum Contract Cost</b> – with ALL options to extend exercised		<b>\$ 1,380,593.75</b>
<b>10. Proposed Maximum Contract Cost</b> – with ALL options to extend exercised		<b>\$ 2,133,905.50</b>
<b>11. Office for Information Resources Endorsement</b> – information technology service (N/A to THDA)	<input type="checkbox"/> Not Applicable	<input checked="" type="checkbox"/> Attached
<b>12. eHealth Initiative Support</b> – health-related professional, pharmaceutical, laboratory, or imaging	<input checked="" type="checkbox"/> Not Applicable	<input type="checkbox"/> Attached
<b>13. Human Resources Support</b> – state employee training service	<input checked="" type="checkbox"/> Not Applicable	<input type="checkbox"/> Attached
<b>14. Explanation Need for the Proposed Amendment</b>		
<p>The RFP was written with a contract term of one year with four one-year term extensions possible. BOPP wishes to exercise a one year term extension at this time.</p> <p>Recent events have dictated a need for additional offenders to be monitored through GPS Electronic Monitoring as part of their supervision by BOPP, so in addition to adding a second year to the contract term, the maximum liability is being increased to support the second year of the contract term as well as the additional offenders.</p>		

Request Tracking #	32402-41710
<p><b>15. Name &amp; Address of the Contractor's Principal Owner(s)</b>  <i>– NOT required for a TN state education institution</i></p> <p><b>Satellite Tracking of People</b>  <b>1212 N. Post Oak Road, Suite 100</b>  <b>Houston, TX 77055</b></p>	
<p><b>16. Evidence Contractor's Experience &amp; Length Of Experience Providing the Service</b></p> <p><b>STOP has been in business for six years, and has been providing GPS Electronic Monitoring Services since 2001.</b></p>	
<p><b>17. Efforts to Identify Reasonable, Competitive, Procurement Alternatives</b></p> <p><b>Immediate need to add offenders currently under BOPP supervision to GPS Electronic Monitoring precludes running an RFP to procure another vendor for the same services already being provided to BOPP by Satellite Tracking of People.</b></p>	
<p><b>18. Justification</b> – <i>specifically explain why non-competitive negotiation is in the best interest of the state</i></p> <p><b>STOP is willing to serve additional offenders at the same price they are currently serving BOPP. During the RFP process that resulted in the current contract, STOP was the lowest price, best evaluated vendor.</b></p>	
<p><b>Agency Head Signature and Date</b> – <i>MUST be signed by the ACTUAL agency head as detailed on the current Signature Certification. Signature by an authorized signatory is acceptable only in documented exigent circumstances</i></p> <p>      9/9/11</p>	



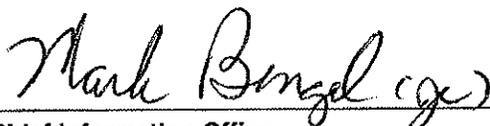
## OIR Pre-Approval Endorsement Request E-Mail Transmittal

**TO :** Jane Chittenden, OIR Procurement & Contract Management Director  
Department of Finance & Administration  
E-mail : [Jane.Chittenden@tn.gov](mailto:Jane.Chittenden@tn.gov)

**FROM :** Priscilla E. Wainwright  
E-mail : [Priscilla.Wainwright@tn.gov](mailto:Priscilla.Wainwright@tn.gov)

**DATE :** 9/1/2011

**RE :** Request for OIR Pre-Approval Endorsement

<b>Applicable RFS #</b> 32402-41710
<b>OIR Endorsement Signature &amp; Date:</b>
 
<b>Chief Information Officer</b>
<i>NOTE: Proposed contract/grant support is applicable to the subject IT service technical merit.</i>

Office for Information Resources (OIR) pre-approval endorsement appears to be required pursuant to professional service contracting regulations pertaining to procurements with information technology as a component of the scope of service. This request seeks to ensure that OIR is aware of and has an opportunity to review the procurement detailed below and in the attached documents.

Please document OIR endorsement of the described procurement (with the appropriate signature above), and return this document via e-mail at your earliest convenience.

<b>Contracting Agency</b>	<b>Board of Probation and Parole</b>
<b>Agency Contact</b> (name, phone, e-mail)	<b>Priscilla E. Wainwright</b> (615) 253-5571 <a href="mailto:Priscilla.Wainwright@tn.gov">Priscilla.Wainwright@tn.gov</a>
<b>Subject Procurement Document</b> (mark one)	
<input type="checkbox"/> RFP	<input type="checkbox"/> Contract
<input type="checkbox"/> Competitive Negotiation Request	<input type="checkbox"/> Contract Amendment
<input type="checkbox"/> Alternative Procurement Method Request	<input type="checkbox"/> Grant
<input type="checkbox"/> Non-Competitive Contract Request	<input type="checkbox"/> Grant Amendment
<input checked="" type="checkbox"/> Non-Competitive Amendment Request	
<b>Information Systems Plan (ISP) Project Applicability</b>	
<input checked="" type="checkbox"/> Not Applicable to this Request	
<input type="checkbox"/> Applicable- ISP Project#	
<b>Response Confirmed by IT Director/Staff</b> (name):	

<b>Applicable RFS #</b> 32402-41710
<b>Thomas Dowdy</b>
<b>Required Attachments</b> (as applicable – copies without signatures acceptable) <input type="checkbox"/> RFP, Competitive Negotiation Request, Alternative Procurement Method Request, Non-Competitive Contract Request, Non-Competitive Amendment Request <input type="checkbox"/> Original Contract/Grant or Amendment <input checked="" type="checkbox"/> Proposed Contract/Grant or Amendment
<b>Subject Information Technology Service Description</b> (Brief summary of information technology services involved. Clearly identify included technologies such as system development/maintenance, security, networking, etc. As applicable, identify the contract & solicitation sections related to the IT services.)  GPS and RF Electronic Monitoring Services for offenders under BOPP supervision. Amendment will extend the current contract term by one year and increase contract maximum liability to support the second year as well as the additional offenders BOPP has added to electronic monitoring as part of their probation or parole supervision.



# CONTRACT AMENDMENT



Agency Tracking # 32402-41712	Edison ID 24140	Contract # <b>FA1134113</b> <del>FA-11-13113</del>	Amendment # 1		
Contractor Legal Entity Name Satellite Tracking of People			Edison Vendor ID 5393		
Amendment Purpose & Effect(s) Increase Maximum Liability and Add a Year to Current Contract Term					
Amendment Changes Contract End Date: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		End Date: 12/14/2012			
Amount of the TOTAL Contract Amount INCREASE or DECREASE <u>per this Amendment</u> :			\$ 753,311.75		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2011	735,000.00				735,000.00
2012	720,084.00				720,084.00
2013	678,841.50				678,841.50
<b>TOTAL:</b>	<b>2,133,905.50</b>				<b>2,133,905.50</b>
American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			OCR USE <b>FA1134113-01</b>		
Speed Chart (optional) PP00000235			Account Code (optional) 72203000		

*John Cowley*



**AMENDMENT 1  
OF CONTRACT 24140**

This Amendment is made and entered by and between the State of Tennessee, Board of Probation and Parole, hereinafter referred to as the "State" and Satellite Tracking of People, hereinafter referred to as the "Contractor." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

- 1. Contract section B.1. is deleted in its entirety and replaced with the following:  
  
B.1. This Contract shall be effective for the period commencing on December 15, 2010 and ending on December 14, 2012. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.
- 2. Contract section C.1. is deleted in its entirety and replaced with the following:  
  
C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Two Million, One Hundred Thirty-Three Thousand, Nine Hundred Five Dollars and Fifty Cents (\$2,133,905.50). The payment rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required.  
The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

The revisions set forth herein shall be effective on the date of final approval by all appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury). All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

**IN WITNESS WHEREOF,**

**Satellite Tracking of People LLC:**

  
\_\_\_\_\_  
Contractor Signature

9/26/2011  
\_\_\_\_\_  
DATE

Greg Utterback, Chief Development Officer  
\_\_\_\_\_  
PRINTED NAME AND TITLE OF SIGNATORY (above)



**Board of Probation and Parole:**

*Patricia A. Merritt*  
Patricia A. Merritt, Executive Director

10/4/11

DATE



# CONTRACT

(fee-for-service contract with an individual, business, non-profit, or governmental entity of another state)

<b>Begin Date</b> Dec. 15, 2010	<b>End Date</b> Dec. 14, 2011	<b>Agency Tracking #</b> 32402-41710	<b>Edison Record ID</b> 24140
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<b>Contractor Legal Entity Name</b> Satellite Tracking of People LLC	<b>Edison Vendor ID</b> 5393
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<b>Subrecipient or Vendor</b> <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Vendor	<b>CFDA #</b>	<b>FEIN or SSN (optional)</b> 05-0583654
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**Service Caption (one line only)** GPS and RF Electronic Monitoring Services

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2011	735,000.00				735,000.00
2012	645,593.75				645,593.75
<b>TOTAL:</b>					<b>\$1,380,593.75</b>

**American Recovery and Reinvestment Act (ARRA) Funding:**  YES  NO

**Ownership/Control**

<input type="checkbox"/> African American	<input type="checkbox"/> Asian	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Native American	<input type="checkbox"/> Female
<input type="checkbox"/> Person w/Disability	<input type="checkbox"/> Small Business	<input type="checkbox"/> Government	<input checked="" type="checkbox"/> NOT Minority/Disadvantaged	
<input type="checkbox"/> Other:				

**Selection Method & Process Summary (mark the correct response to confirm the associated summary)**

<input checked="" type="checkbox"/> RFP	The procurement process was completed in accordance with the approved RFP document and associated regulations.
<input type="checkbox"/> Competitive Negotiation	The predefined, competitive, impartial, negotiation process was completed in accordance with the associated, approved procedures and evaluation criteria.
<input type="checkbox"/> Alternative Competitive Method	The predefined, competitive, impartial, procurement process was completed in accordance with the associated, approved procedures and evaluation criteria.
<input type="checkbox"/> Non-Competitive Negotiation	The non-competitive contractor selection was completed as approved, and the procurement process included a negotiation of best possible terms & price.
<input type="checkbox"/> Other	The contractor selection was directed by law, court order, settlement agreement, or resulted from the state making the same agreement with all interested parties or all parties in a predetermined "class."

**Budget Officer Confirmation:** There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

*Dean Jhy*



Secured Document

# **FA1134113**

<b>Speed Code</b> PP00000235	<b>Account Code</b> 72203000
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**FA CONTRACT INFORMATION SUPPLEMENT**

FOR ALL FA-TYPE CONTRACTS — COMPLETE EITHER SECTION A OR SECTION B

**Contract RFS #** 32402-41710

**Contractor:** Satellite Tracking of People

**SECTION A—  
CONTRACTOR IS AN INDIVIDUAL**

**SECTION B—  
CONTRACTOR IS A COMPANY**  
(e.g., sole proprietorship, partnership, or corporation)

**Is or has the contractor been a state employee?**

**NO** (no additional information required)

**YES**

**Does an individual, who is or has been a state employee, own controlling interest in (or own) the contractor company?**

**NO** (no additional information required)

**YES**

**Was such employment within the past six months?**

**NO**

**YES** (an approved rule exception permitting a contract within six months of employment is also required)

**Was such employment within the past six months?**

**NO**

**YES** (an approved rule exception permitting a contract within six months of employment is also required)

**Does the contractor receive Tennessee Consolidated Retirement System (TCRS) retirement benefits?**

**NO**

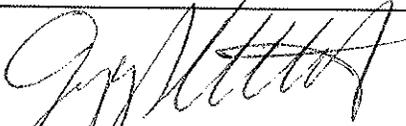
**YES** (the procuring agency general counsel **MUST** sign an analysis of this procurement using the TCRS analysis guidelines)

**Does the individual who owns controlling interest in the contractor company receive Tennessee Consolidated Retirement System (TCRS) retirement benefits?**

**NO**

**YES** (the procuring agency general counsel **MUST** sign an analysis of this procurement using the TCRS analysis guidelines)

**CONTRACTOR SIGNATURE**



**CONTRACTOR** Satellite Tracking of People LLC **DATE** 11/22/2010

**CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
BOARD OF PROBATION AND PAROLE  
AND  
Satellite Tracking of People LLC**

This Contract, by and between the State of Tennessee, BOARD OF PROBATION AND PAROLE, hereinafter referred to as the "State" and Satellite Tracking of People LLC, hereinafter referred to as the "Contractor," is for the provision of OFFENDER GPS and RF ELECTRONIC MONITORING SERVICES, as further defined in the "SCOPE OF SERVICES."

The Contractor is A LIMITED LIABILITY COMPANY.  
Contractor Federal Employer Identification or Social Security Number: 05-0583654  
Contractor Place of Incorporation or Organization: Tennessee

**A. SCOPE OF SERVICES:**

**A. 1. Overview**

- A.1.a. The Contractor shall provide all service and deliverables as required, described, and detailed by this Scope of Services and shall meet all service and delivery timelines specified in the Scope of Services section or elsewhere in this Contract in keeping with Tennessee Code Annotated 40-39-301 et seq., and 39-13-522 (ProForma Contract Attachment B).
- A.1.b. The Contractor shall provide and host a secure, web-based EM system using Global Positioning System (GPS), Radio Frequency (RF) technology and other appropriate technologies to meet or exceed the requirements expressed herein and in Contract Attachments C,D,E, F and G. The State desires a thin-client, browser-based solution that provides ease of installation and support, and readiness for remote accessibility.
- A.1.c. The Contractor shall provide and implement an EM system that will monitor various types of wearers under supervision. The Contractor shall provide all required supplies, including hardware and software, to support electronic wearer tracking and monitoring, utilizing Global Positioning System (GPS) satellite-based technology, Radio Frequency (RF) technology and other appropriate technologies.

**A. 2. Functionality Summary**

A. 2. a. The following list summarizes the required EM functionality and services.

- Active and passive monitoring.
- Monitor with the help of wireless network and landlines.
- GPS and RF portable tracking system.
- Monitor wearers in rural and metropolitan area.
- Software to manage cases and inclusion / exclusion zones.
- Contractor support for initial field implementation.
- Contractor support for training and ongoing training.
- Contractor will assist the State in writing EM policies / procedures.
- Crime scene correlation.
- 24/7 availability of tracking devices and tracking software.
- 24 hour technical help desk available to State program

- managers.
- 10% on-site spare equipment inventory.
- Use of State provided GIS data sets.
- 2-way communication.
- Home detention / radio frequency.
- Option for outsourced monitoring service / center.
- 24/7 availability of monitoring service / center.

A. 2. b. The above list is not intended to be exhaustive or to provide a complete expression of the requirements in each case. See Contract Attachments C, D, E, F and G for detailed EM system requirements.

### A. 3. Participating State Agencies

- A.3.a. The Contractor will provide EM services to the Board of Probation and Parole (BOPP). The wearers will primarily be BOPP offenders but **may include persons under the supervision of other agencies.**
- A.3.b. In addition, the State's Geographic Information System (GIS) Services Division will also have signature authority with regard to any GIS-related deliverables. The GIS Services Division will not, however, constitute a separate user State Agency requiring a separate system implementation.
- A.3.c. The State reserves, at its sole discretion, the right to enter into memoranda of understanding with other agencies allowing other agencies to obtain EM services through this contract.

### A. 4. Monitored Population Sizes

- A.4.a. It is estimated that four hundred (400) persons will be monitored on a daily basis by GPS.
- A.4.b. It is estimated that one thousand one hundred (1100) persons will be monitored on a daily basis by RF.
- A.4.c. It is estimated that two hundred (200) additional persons may be added through intra-state agreements with other State agencies.
- A.4.d. The Contractor shall understand and agree that the State does not guarantee a minimum or maximum number of wearers that will be assigned to either GPS or RF monitoring.

### A. 5. Administrative Users

- A.5.a. The State anticipates one hundred (100) administrative users for GPS and five hundred (500) administrative users for RF.
- A.5.b. This number is subject to increase or decrease at the State's sole discretion.

### A. 6. Unit Inventory

- A.6.a. In addition to the number of activated Units expressed in Section A.4, the State will require an inventory of on-hand, inactive replacement Units that is ten percent (10%) of the number of active units at each location, at a minimum of one GPS Unit and one RF Unit at locations having less than 10 activated Units. These Units will be activated as

needed to replace units that become inoperable. The Contractor shall not charge the State for inactive Units held in inventory.

- A.6.b. In addition, for purposes of calculating the 10% number of backup Units, the Contractor will only count as inventory those Units that are actually on-site at a State of Tennessee inventory location. The Contractor shall not count within the 10% any Units that are held at a Contractor-controlled site or Units that are in transit to or from a State inventory site.
- A.6.c. The State anticipates forty-four (44) location sites for RF, of which thirty-two (32) are also sites for GPS.
- A.6.d. The number of location sites is subject to increase or decrease at the State's sole discretion.

#### A. 7. State-Agency Specific Protocols

With regard to monitoring wearers, reporting apparent and actual violations, and taking appropriate follow-up actions, the State will have its own protocol for handling situations that arise. The Contractor will offer both State- and Contractor-Monitored options. The monitoring service/center, whether State- or Contractor-staffed, must be capable of handling situations to the State's satisfaction.

#### A. 8. Monitoring

With regard to monitoring the wearer population's activities, the Contractor will offer two options to the State: (1) "Contractor-Monitoring" and (2) "State Monitoring." These two options are described below.

##### A.8.a. Contractor Monitoring

In this option, the Contractor will provide the following:

- A.8.a.1. All software, including any required user licenses, to allow monitoring.
- A.8.a.2. All hardware required for the monitoring process.
- A.8.a.3. Facilities to house the hardware and software in a "hosted" environment.
- A.8.a.4. Monitoring alerts and addressing alerts according to follow-up protocol approved by the State.
- A.8.a.5. A disaster recovery plan that ensures that the State will have access to monitoring for the EM system within twenty-four (24) hours of when a disaster was declared or reasonably should have been declared.

##### A.8.b. State Monitoring

In this option, the Contractor will provide the following:  
Access to the Contractor's web-based system to allow monitoring.

The State will provide the following:

- A.8.b.1. Monitor center computers, Internet access, and field officers' cell phones.
- A.8.b.2. Monitoring and follow-up protocols in the event that a wearer commits a violation.

A.8.c. Initial Contractor Monitoring Obligations

As of the start date of the Contract, the State intends to provide the monitoring service for wearers.

A.8.d. The above initial option selections are subject to change at the State's sole discretion. The State may opt for Contractor Monitoring, State Monitoring, or a combination thereof, at any point in the Contract.

A.9. **Project Management**

A.9.a. Project Team

A.9.a.1. The Contractor shall provide a project manager (PM) who has at least one (1) year experience with the Contractor, and a project team, who shall be responsible for the completion of all project tasks. Although not required, the State *prefers* the PM to be a certified Project Management Professional (PMP).

A.9.a.1.a. The project manager is responsible for:

- A.9.a.1.a.1. re-affirming the requirements
- A.9.a.1.a.2. assisting the State in the development of EM procedures
- A.9.a.1.a.3. writing and executing the test cases

A.9.a.1.b. and overall, insuring the successful completion of the project on time and within budget.

A.9.a.2. The Contractor PM and project team will be required, as needed, to participate in project presentations to executive level and other State and local officials.

A.9.a.3. The Contractor project team will assist the State, as needed, in the development of implementation and operational procedure guidelines for the EM system.

A.9.a.4. The Contractor must also provide an Account Manager. The Account Manager must be located within the State of Tennessee and have one (1) year experience with the Contractor.

The Account Manager is responsible for actual system implementation and ongoing local support and technical assistance. The Account Manager is also responsible for troubleshooting, onsite ongoing training as needed.

A.9.a.5. The Contractor shall respond to any communication request from the State within 24 hours of contact.

A.9.2. Project Management Plan -- Life Cycle Processes and Associated Deliverable(s)

The Project Management Plan is the roadmap for how the project will be executed, monitored and controlled, and is the primary output of project planning. The following deliverables will be included as sections within the Project Management Plan and/or as subsidiary plans to the Project Management Plan and as attached appendices.

The Contractor will create a Work Breakdown Structure (WBS) and submit to the State within 10 business days after the Contract Start Date. The Work Breakdown structure is a deliverable-oriented hierarchical decomposition of the work to be executed by the project team to accomplish

the project objectives and create the required deliverables. The Work Breakdown Structure organizes the total scope of the project.

The Contractor may use their own Project Management Plan template but must include the sections / subsidiary plans noted here in Section A.9.2.

A.9.2.a. Project Work Plan / Schedule

The Contractor will create a Project Work Plan and submit to the State within ten (10) business days after the Contract Start Date. The Project Work Plan will include all known tasks, WBS deliverables, milestones, duration estimates for each task, and resource loading for the duration of the project, including the critical path time line.

The State may determine that the WBS and Project Plan/Schedule may require re-base lining by the Contractor upon completion of the Requirements Re-affirmation Phase tasks and activities.

After creation, the Project Work Plan will be base lined and reviewed weekly with the State Program Director, with updated information reflected throughout the contract period.

A.9.2.b. Quality Management Plan

The Contractor will create a Quality Management (QM) Plan that establishes the quality standards and metrics for each project phase and deliverable. The QM Plan will include metrics to track quality and progress.

A.9.2.c. Communication Management Plan

The Contractor will create a Communication Plan that will dictate the frequency and methods that the project status will be reported. It is expected that a written weekly status report will provide enough information for the stakeholders to determine the project status on a task-by-task basis.

A.9.2.d. Risk Management Plan

The Contractor will create a Risk Management Plan that details the process for anticipating and mitigating risks throughout the project's lifecycle. The plan should include the process for identifying, assessing, controlling, and monitoring of risks for the duration of the project.

A.9.3. Product System Development Life Cycle Phases and Associated Tasks and Deliverables

The EM Services project will be implemented for the State using the project product system development life cycle phases described below. The Contractor shall notify the State of any changes, constraints, or unforeseen developments that will delay the expected date of scheduled tasks at the earliest date such issues become known.

A.9.3.a. Requirements Reaffirmation Phase

A.9.3.a.1. Purpose of the Requirements Reaffirmation Phase

For purposes of this Contract, the Requirements Reaffirmation Phase will combine project start up and planning activities with requirements validation activities. The purpose of this phase is two-fold. First, processes and procedures are put in place that will govern how the project is organized and managed. Second, business and user needs are analyzed to validate existing requirements.

#### A.9.3.a.2. Determination of Refined Requirements

In the event that the Requirements Reaffirmation Phase determines that the EM System needs to be refined to meet in-scope State requirements, or that are functionally equivalent or directly related to requirements included in the State's written requirements, as published in the Contract Attachments C-G, the Contractor shall make the necessary adjustments.

#### A.9.3.a.3. Requirements Reaffirmation Phase Tasks and Activities

The following Requirements Reaffirmation tasks and activities will be performed by the Contractor:

- Prepare, maintain, and execute the Project Management Plan and associated subsidiary plans (see Contract Section A.9.2.).
- Validate existing requirements. This will involve joint sessions with appropriate State staff to review all requirements and ensure that the Contractor's understanding of the requirement conforms to that of the State.
- Modify, clarify, and add detail to EM system requirements as approved by the State.
- Maintain a mapping and traceability of requirements as they are allocated to design units. The requirements traceability matrix (RTM) will link the functional requirements to the system design, construction, and ultimately, through to acceptance testing. This process facilitates ongoing visibility into how the implemented solution supports all functional / business and EM system technical requirements.

#### A.9.3.a.4. Requirements Reaffirmation Phase Deliverables

The Contractor will provide the following Requirements Reaffirmation Phase Deliverables:

- Project Management Plan encompassing at a minimum the following:
  - Project Work Plan / Schedule (Section A.9.2.a.).
  - Quality Management Plan (Section A.9.2.b.).
  - Communication Management Plan (Section A.9.2.c.).
  - Risk Management Plan (Section A.9.2.d.).
- Requirements Traceability Matrix (Section A.9.3.a.3.).
- New Requests as required (Sections A.9.3.a.2.).
- Weekly Status Reports (Section A.9.2.c.)
- Work Breakdown Structure (Section A.9.2.)

#### A.9.3.a.5. Requirements Reaffirmation Phase Completion

This phase shall be performed for the State and shall not be deemed complete until the State provides written acceptance of the above deliverables.

#### A.9.3.b. Development Phase

For purposes of this Contract, the Development Phase will combine Design, Construction and Acceptance Testing activities as noted below.

A.9.3.b.1. Design Activities Purpose

The purpose of the **Design Activities** is to transform the requirements that were validated in the previous phase into a complete, detailed specification for the EM system. The analyses of this phase are performed within the framework of the system initiative, converting the functional and data requirements into a complete system design that will guide the work of the Construction Activities. The decisions made in this phase address in detail how the system will meet the previously defined and validated functional and data requirements.

A.9.3.b.2. Construction Activities Purpose

The purpose of the **Construction Activities** is to convert the deliverables of the Design activities into a complete EM system that meets or exceeds State requirements. The Construction Activities put in place the hardware, software and communications environment for the system, and other important elements of the overall EM system. The Construction Activities translate the system design into a working information system capable of addressing the State's EM system requirements. The elements of the system are developed (or acquired), tested, and integrated: hardware, system software, communications, applications, procedures, and associated documentation. At the end of the Construction Activities, the EM system is ready for the Acceptance Testing activities.

A.9.3.b.3. Acceptance Testing Activities Purpose

The purpose of the **Acceptance Testing Activities** is to prove that the EM system designed and constructed either meets or exceeds the State's requirements.

A.9.3.b.4. Development Phase Tasks and Activities

The Contractor will work with the State to perform the following Development Phase Tasks. The Contractor will perform at a minimum the following tasks:

- Update, maintain, and execute the Project Management Plan.
- Perform tailoring and programming of the EM System per State requirements.
- Write system and load test cases based on the State's EM system requirements.
- Perform system and load tests.
- Document the results of system and load testing and provide these results to the State of Tennessee.
- Support and assist the State throughout Acceptance Testing / User Acceptance Testing (UAT).

- Make all corrections, defect repairs, and modifications indicated by the test results, in order to make the EM System function per the State's requirements.
- Upon successful completion of system and load testing, submit a written request to the State for written approval of the system and load tests.
- Upon successful completion of Acceptance / UAT testing, submit a written request to the State for written approval of the UAT test.
- Develop and execute the Training Plan.
- Assist the State, as needed, in the development of implementation and operational procedure guidelines for the EM system.

The State will perform at a minimum the following tasks:

- Review System Design documents and approve, if acceptable.
- Write User Acceptance Test (UAT) test cases.
- Conduct, with the Contractor's assistance, the UAT test.
- Document, with the Contractor's assistance, the results of the UAT test.
- Upon successful completion of UAT testing, the State will provide written approval of functionality.
- Upon successful completion of acceptance testing, State project management will provide written approval of system, load, and UAT testing.

#### A.9.3.b.5. Development Phase Deliverables

The Contractor must provide the following Development Phase Deliverables:

- Updated Deliverables from the Requirements Definition Phase (Sections A.9.2 and A.9.3.a.4.)
- Update the RTM with changes as approved by the State (Section A.9.3.a.3.).
- Training Plan (Section A.16.)
- Weekly Status Reports (Section A.9.2.c.)
- Written Approval of Load and System Tests (Section A.9.3.b.4.).
- Written Approval of User Acceptance Testing (Section A.9.3.b.4.).
- Fixed System Reports (Section A.15.b.1.)
- Training Materials (Section A.17.)

#### A.9.3.b.6. Development Phase Completion

This phase shall be performed for the State and shall not be deemed complete until the State provides written acceptance of the above deliverables.

A.9.3.c. Implementation Phase

A.9.3.c.1. Implementation Phase Purpose

The Implementation Phase builds on the results of all prior phases. The Implementation Phase includes efforts required to prepare for implementation of the EM system, implementation of the EM system in a production environment, and resolution of any problems identified during the implementation process.

The State anticipates a phased roll-out by District. The State is divided into 8 districts.

A.9.3.c.2. General EM System Roll-Out Tasks and Activities

For each District, the Contractor will perform at a minimum the following tasks:

- Support and provide assistance to the State throughout the State's Roll-Out effort.
- Correct, repair, and modify the EM System.

A.9.3.c.3. For each District, the State will perform at a minimum the following tasks:

- Define and document the Roll-Out success criteria.
- Report to the Contractor any problems, errors, or deficiencies (collectively, "defects") of the system that emerge during the Roll-Out Phase.
- The State, and GIS (if applicable), will provide a written approval of the Roll-Out for the District in question.

A.9.3.c.4. Implementation Phase Deliverables

The Contractor must provide the following Implementation Phase Deliverables:

- Updated Deliverables from previous phases (Section A.9.2. and A.9.3.b 4).
- Weekly Status Reports (Section A.9.2.c.).
- Updated Training Materials (Section A.17.d.5.).
- Training Evaluation Feedback Report (Section A.17.d.3.).
- Initial field office installation of EM System Devices / Monitoring Equipment (Contract Attachment D RSV-15.).
- Backup and Disaster Recovery Plan (Section A.13.b.).
- System in production and in use across all 8 State Districts (Section A.9.3.c.3).

#### A.9.3.c.5. Implementation Phase Completion

- This phase shall not be deemed complete until the State provides written acceptance of the above deliverables.
- Each GPS site shall be operational within 60 days of completion of the Development Phase. The State, at its discretion, may elect to extend the time of completion to insure the successful roll-out of each site.

### A. 10. Contractor Official Station and Work Hours

#### A.10.a. Official Station

Most work under this Contract, with the exception of program coding and program unit testing, is to be performed, completed and managed at one or more Nashville, Tennessee State government office sites. Notwithstanding the above, at the State's discretion the State may require Contractor personnel to be on-site in Nashville during any phase of the project if the State deems this to be necessary and in the best interest of the EM System project.

#### A.10.b. Work Outside of Official Station

The State shall require that Contractor personnel travel away from the official station of Nashville, Tennessee to perform project-related tasks.

#### A.10.c. Work Hours

Standard State work hours – 8 a.m. to 4:30 p.m. -- with additional evening and weekend hours as required to meet the needs of the State.

### A. 11. EM System User Security

#### A.11.a. Role Based Security

The EM System must support the assignment of role-based security levels to all users, which include but are not limited to the following:

- A.11.a.1. Manager
- A.11.a.2. Supervisor
- A.11.a.3. Associate
- A.11.a.4. Administrator

#### A.11.b. Role Based Authorization

The role-based authorization must not be accomplished with different versions of the application or server operating system domain accounts, but instead must utilize "soft configuration" with database table entries that allow a highly scalable implementation of this type of security. Roles must represent common groups like those listed above that define which components of the application that users can access at runtime with read-only or read-write functional capabilities of records and fields located in EM System database tables. If a user has the authorization to access an application form or component with read-only capabilities, then they can only call database query stored procedures or read-only views. They would not be authorized for non-query stored procedures calls that allow transactional updating, deleting, or inserting of data presented by the client view.

A.11.c. Creation of Additional Roles

The system must have a flexible ability to maintain additional roles with the capability of allowing hierarchical viewing of a lower level person's role and security permissions by a higher-level user in the chain of authority above the subordinate position. For example, managers must be able to view all subordinate security levels in their chain of managerial authority.

A.12. Data Ownership

The data generated within the GPS/EM system is owned by the State.

**A.13. Data Security / Confidentiality**

In addition to the general Confidentiality provisions of Contract Section E.8, if the Contractor is hosting any State data on devices housed in facilities owned, rented, leased, and/or operated by the Contractor, the following Data Security / Confidentiality provisions shall also apply:

- A.13.a. The Contractor shall provide a secure link (i.e.: SSL or VPN, firewalls, minimum of 128 bit encryption, password protected) to the Contractor's website and provide any software, if any is required, that will allow designated personnel to access data from the monitoring center and accomplish other tasks, providing designated personnel with individual login IDs, and security passwords.
- A.13.b. For Contractor monitored option, the Contractor shall provide a secure monitoring center and facility with uninterruptible power source, with a backup and disaster recovery plan and a project manager who will act as contact and liaison for the State and local law enforcement agencies.

**A. 14. Data Storage / Disposition**

- A.14.a. Throughout the term of this Contract, the Contractor shall store and maintain the State's data in a physically and electronically secure environment. The Contractor shall maintain backups of the State's data, using industry-standard techniques and levels of care. At a minimum, the Contractor shall maintain sufficient redundant backups of State data to allow the recovery of the State data on a daily, weekly, and monthly basis. The re-use of backup media shall be alternated, such that the most recent back-up files are not overwritten by current back-up processes.
- A.14.b. Upon termination of this Contract for any reason, the Contractor shall maintain complete copies of all State data, including sufficient secure back-up copies, until the earlier of the following events: (1) until directed by the State to return said data to the State, as described below; or (2) for a period of time not to exceed ninety (90) calendar days from the Contract termination date.
- A.14.c. Upon written notification from the State, the Contractor shall, within five (5) calendar days of receiving the State's notification, return to the State, on electronic media and in a form that can be readily accessed by the State using State-standard hardware and software, in a structure documented by the Contractor, all data stored or maintained at any Contractor-controlled or -operated site(s), including any and all back-up files of said data.
  - A.14.c.1. The Contractor **must** provide documentation of the structure of the production database.
  - A.14.c.2. The Contractor **must** provide production data normalized in a relational database with a documented structure.

- A.14.d. The State shall verify the returned data and, assuming the data is acceptable to the State, the State shall direct the Contractor, in writing, to destroy all State data in its care. Upon receiving this written notice, the Contractor shall immediately destroy, using secure and non-recoverable techniques, all original and backup copies of Contractor-stored / maintained State data, and shall provide to the State proof of such destruction.
- A.14.e. If the State does not notify the Contractor regarding to the disposition of the data within ninety (90) calendar days of Contract termination, the Contractor shall destroy the data as described above.
- A.14.f. All clauses regarding data disposition contained in this Section 14 shall survive the termination of this Contract.

#### A. 15. Reports

Production of reports and documents is a requirement of the System. Reports and documents may be in hard copy or "soft copy" – electronic – form, with the capability for printing in hard copy form when required.

- A.15.a. The goal of the State is to have a system that places much of the information at the staff's disposal. Users must have the ability to sort, organize and view data so that it becomes useful information. This document identifies requirements for the System, including standard system reports, correspondence for licensees, and an ad hoc reporting capability.

- A.15.b. The EM System must provide the following reporting types:

##### A.15.b.1. Fixed System Reports

Fixed System Reports are classified as complex and process intensive. These reports have fixed parameters and selection criteria. The columns, totals, and data fields are all previously selected and these reports are fully integrated with the database. They may be run on a recurring basis, both on-line and overnight, in batch processing mode. The specific reports required are listed in Contract Attachment F.

##### A.15.b.2. Ad Hoc Reports

There will be a need for the State to obtain certain complex ad hoc reports for a variety of needs from the State's data within the EM System. The Contractor must provide such reports as requested. Further, the Contractor must provide a State-approved reporting tool to develop in-house reports on an as needed basis with no restrictions on the selection criteria. The Contractor will provide all licenses required by the State to use the reporting tool. These reports are not fully integrated with the database, as they use a reporting tool, which interfaces with the database. These reports do not have fixed values, or selection criteria, but are supplied at run-time by the user. Information Systems staff and a minimal number of sophisticated users can create these reports through a read only access role to the EM System database. The Contractor will provide training for Information Systems Staff and the sophisticated users in creating these reports if needed. Determination as to whether the State shall request an ad hoc report from the Contractor or create in-house will be at the State's discretion. The State anticipates five (5) State users.

- A.15.c. The EM System must place the data at the disposal of its users, via web-based access, so the data can be displayed as meaningful information, in the form of reports, graphs, and spreadsheets. The data must be available to export into an MS Excel spreadsheet.

- A.15.d. The EM System must allow users the capability to organize, create, distribute, log and save lists and reports.
- A.15.e. The EM System must provide a report menu that provides the user community real time reports and standard reporting formats such as monthly reports.

#### A. 16. System Performance

##### A.16.a. Response Time Specification

Proposers must ensure a response time averaging two (2) seconds or better, and never more than three (3) second response time, for all on-line activities. Response time is defined as the amount of time between pressing the RETURN or ENTER key or depressing a mouse button and receiving a data-driven response on the screen, i.e., not just a message or indicator that a response is forthcoming. For this purpose, response time will be measured on a PC connected directly to the State Local Area Network (LAN).

##### A.16.b. Response Time Example Included

The following example requires an average response time of two (2) seconds: Retrieval of first matching member's folder from a search based on a non-unique indexed item. The entire result set from the query does not need to be returned within an average of two (2) seconds. For instance, upon entering a complete last name search (no wildcards) for "Smith", the EM system should retrieve the first matching member's folder or indicate no records found with an average response time of two (2) seconds.

If Contractor personnel determine that a performance issue exists and the problem is not the fault of Contractor-provided software or hardware, then the Contractor shall notify State support personnel immediately. If the State agrees that the performance issue is not the fault of the Contractor, then the State will work to resolve the problem.

##### A.16.c. Response Time Example Excluded

The following example is excluded from the two (2) second response time requirement: Advanced search queries utilizing wild cards and Boolean logic. Example: Search for last name like "Smith%" and first name not like "Sa%".

##### A.16.d. Time to Restore Performance

After the Roll-Out phase begins for a given District, if the response time degrades to a level of non-compliance with the performance specifications outlined above, then the Contractor will have one month from the date of notice by the State to restore the performance back to the required response times. Failure to meet the standard may result in the State withholding payments from the Contractor and can effect the continuation of the contract.

In the event of non-compliance the State shall have the option to withhold payments in accordance with the following provisions:

1. If the system remains out of compliance upon expiration of the one (1) month resolution time frame described above, the State may withhold all outstanding payments related to services provided within, or in support of, the District in question during the non-compliant period. These withholdings shall continue until such time as the system is made compliant.
2. When the system is returned to compliance, the Contractor may resume billing the State for services provided. The State will not make back payments, or

otherwise compensate the Contractor for any services provided during the non-compliant period.

3. If the non-compliance continues or recurs, the State shall also have the option to withhold payments for services provided within, or in support of, any other Districts within the State that are not involved in, or affected by, the non-compliance event.

#### A.17. Training

The Contractor must prepare a training plan and training materials, in collaboration with the State. The plan must cover all aspects of using and trouble-shooting the equipment as well as the EM System software.

##### A.17.a. Training Types

Training shall be delivered in one of two ways:

##### A.17.a.1. Classroom Training

A.17.a.1.a. The Contractor shall perform training of up to 20 students in a classroom environment. For the most part, this option will be used to train multiple State personnel in each District to prepare for EM System Roll-Out. The training will be delivered in each District and in a location convenient to the State staff to be trained.

A.17.a.1.b. Total number of people to be initially trained across 8 State Districts:

- 100 people for GPS.
- 500 people for RF.
- Additional classroom training may be required as agreements with other agencies are entered.
- IS staff and sophisticated users as needed.

##### A.17.b. Ad-hoc Training

The Contractor shall perform training of small numbers of one or more individuals in a more informal setting. For the most part, this training will be used after the System is operational for the State, as required due to staff attrition, new hires, expansion of services to other agencies, etc. The Contractor will provide one electronic copy of ad-hoc training materials to the project manager. The State will duplicate the number of needed copies for ad-hoc training.

##### A.17.c. Training Facility and Hardware

For each District, the State will provide the training facility and hardware. The Contractor must ensure that the training environment is operational. This includes, at a minimum, the following:

A.17.c.1. Creating and initializing all databases.

A.17.c.2. Installing the (acceptance) tested executable software.

A.17.c.3. Ensuring stability of the system and refresh of data prior to beginning each training session.

A.17.c.4. Submit training materials to the State's designated EM Project Manager for approval seven (7) business days prior to the start of training.

A.17.c.5. Provide all required access to the Contractor's secure website to State staff and local law enforcement agencies undergoing training by each respective District's scheduled training dates.

A.17.d. Classroom and Ad-Hoc Training Execution

For Classroom and Ad-Hoc training, the Contractor shall perform the following:

A.17.d.1. Provide a State approved participant roster at each training session along with post training evaluation forms that require participants to complete.

A.17.d.2. Ensure training is completed prior to implementation for all affected staff based on a training schedule.

A.17.d.3. Based on training evaluation feedback, prepare report of training effectiveness and validity. As a part of this activity, each participant must be polled within 30 days following the session to determine the effectiveness of the training. Results of this activity will be provided to the State.

A.17.d.4 Adjust training methods and/or materials for correcting ineffective training.

A.17.d.5. Revise all training materials for correction of deficiencies or resulting from system changes during the testing, training, and implementation phases.

**A. 18. Warranty of Equipment**

- A.18.a. The Contractor must expressly warrant all hardware and software provided as a part of the EM system to be properly functioning and compliant with the terms of the Contract.
- A.18.b. All Warranty services shall be provided free-of-charge to the State. The State shall not compensate the Contractor for travel or shipping expenses related to the provision of Warranty services.
- A.18.c. The Contractor will be the initial contact point for all Warranty notifications and support requests, regardless of the perceived source of the problem. The Contractor will provide the State with a "Problem Report Line," a phone number to call to report system problems. This number shall be answered by a human being and will be available to the State on a 24 hours x 7 days a week basis. The State may call this number to report hardware or software problems. Contractor staff working this Problem Report Line shall have experience and knowledge sufficient to enable them to assist State users in resolving problems by "talking them through" the solution while on the phone.
- A.18.d. The Contractor's responsibility with respect to Warranty shall be the correction of errors, defects, and/or design deficiencies in EM system software and the repair or replacement of defective hardware, software, or other components provided as a part of the overall EM system solution (collectively "deficiencies").
- A.18.e. Upon receiving a problem report, the Contractor will either (1) resolve the problem over the phone using, if necessary, remote access (dial-up or other); or (2) dispatch Contractor personnel to the site, who shall take all necessary steps to repair or replace the malfunctioning hardware or software as quickly as possible.
- A.18.f. If Contractor personnel determine that the problem is not the fault of Contractor-provided software or hardware, then the Contractor shall notify State support personnel immediately. If the State agrees that the problem is the fault of State-provided software or hardware, the State will resolve the problem. However, in this case, the State may require Contractor personnel to remain on-site and/or dedicated to the problem to perform any required joint functions until the problem is resolved.
- A.18.g. If the State determines that the Contractor is not providing Warranty services in a timely manner, the State may require the Contractor to provide on-site support staff.

**B. CONTRACT TERM:**

- Red GM*
- B.1. This Contract shall be effective for the period commencing on December 15, 2010 and ending on December 14, 2011. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.
- B.2. Term Extension. The State reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one year and a total contract term of no more than five (5) years, provided that such an extension of the contract term is effected prior to the current, contract expiration date by means of an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the State's maximum liability will also be effected through an amendment to the Contract, and shall be based upon payment rates provided for in the original Contract.

**C. PAYMENT TERMS AND CONDITIONS:**

*QW*  
**C.1. Maximum Liability.** In no event shall the maximum liability of the State under this Contract exceed One Million, Three Hundred Eighty Thousand, Five Hundred Ninety-Three Dollars and Seventy-Five Cents (\$1,380,593.75). The payment rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required.

The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

**C.2. Compensation Firm.** The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.

**C.3. Payment Methodology.** The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1.

a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in Section A.

b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates: (definition for day)

Service Description	12/15/10 – 12/14/11	12/15/11 – 12/14/12*	12/15/12 – 12/14/13*	12/15/13 – 12/14/14*	12/15/14 – 12/14/15*
GPS EM Active Monitoring – Contractor Monitoring	\$ 4.75 Per Offender Per Day	\$ 4.75 Per Offender Per Day	\$ 4.50 Per Offender Per Day	\$ 4.50 Per Offender Per Day	\$ 4.40 Per Offender Per Day
GPS EM Active Monitoring – State Monitoring	\$ 4.00 Per Offender Per Day	\$ 4.00 Per Offender Per Day	\$ 3.80 Per Offender Per Day	\$ 3.80 Per Offender Per Day	\$ 3.75 Per Offender Per Day
GPS EM Passive Monitoring – State Monitoring	\$ 4.00 Per Offender Per Day				
RF Monitoring	\$ 1.75 Per Offender Per Day				

\* If Contract extended by amendment

c. The Contractor shall not be compensated for travel time to the primary location of service provision.

- d. A "day" shall be defined as a minimum of eight (8) hours of service. If the Contractor provides fewer than eight hours of service in a standard twenty-four hour day, the Contractor shall bill *pro rata* for only those portions of the day in which service was actually delivered. The Contractor shall not bill more than the daily rate even if the Contractor works more than eight hours in a day.
- e. In the event that additional state agencies choose to participate in the contract with the Contractor, the rates for services provided to said additional agencies MUST be the rates originally proposed to the State.
- f. The Contractor will not be compensated for the design and implementation for this project and the payment rates listed in this section are all inclusive for any work done under this contract.

C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.

C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in Section C.3, above, and as required below prior to any payment.

- a. The Contractor shall submit invoices no more often than monthly, with all necessary supporting documentation, to:

404 James Robertson Parkway, Suite 1310  
Nashville TN 37243

- b. The Contractor agrees that each invoice submitted shall clearly and accurately (all calculations must be extended and totaled correctly) detail the following required information.

- (1) Invoice/Reference Number (assigned by the Contractor);
- (2) Invoice Date;
- (3) Invoice Period (period to which all invoiced charges are applicable);
- (4) Contract Number (assigned by the State to this Contract);
- (5) Account Name: Tennessee Board of Probation and Parole;
- (6) Account/Customer Number (uniquely assigned by the Contractor to the above-referenced Account Name);
- (7) Contractor Name;
- (8) Contractor Federal Employer Identification Number or Social Security Number (as referenced in this Contract);
- (9) Contractor Contact (name, phone, and/or fax for the individual to contact with billing questions);
- (10) Contractor Remittance Address;
- (11) Complete Itemization of Charges, which shall detail the following:
  - i. Service or Milestone Description (including name /title as applicable) of each service invoiced;
  - ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced;
  - iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced;
  - iv. Amount Due by Service; and
  - v. Total Amount Due for the invoice period.

- c. The Contractor understands and agrees that an invoice to the State under this Contract shall:

- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
  - (2) not include any future work but will only be submitted for completed service; and
  - (3) not include sales tax or shipping charges.
- d. The Contractor agrees that timeframe for payment (and any discounts) begins when the State is in receipt of each invoice meeting the minimum requirements above.
  - e. The Contractor shall complete and sign a "Substitute W-9 Form" provided to the Contractor by the State. The taxpayer identification number contained in the Substitute W-9 submitted to the State shall agree to the Federal Employer Identification Number or Social Security Number referenced in this Contract for the Contractor. The Contractor shall not invoice the State for services until the State has received this completed form.
- C.6. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.
- C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.
- C.8. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any Contract between the Contractor and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Contractor.
- C.9. Automatic Deposits. The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Contractor by the State. Once this form has been completed and submitted to the State by the Contractor all payments to the Contractor, under this or any other Contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Contractor shall not invoice the State for services until the Contractor has completed this form and submitted it to the State.
- D. STANDARD TERMS AND CONDITIONS:**
- D.1. Required Approvals. The State is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.

- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Prohibition of Illegal Immigrants. The requirements of Public Acts of 2006, Chapter Number 878, of the state of Tennessee, addressing the use of illegal immigrants in the performance of any Contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment A, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the Contractor and made available to state officials upon request.
  - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the Contractor and made available to state officials upon request.
  - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
  - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.
  - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is

authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.

- D.9. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.10. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*.
- D.11. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.12. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.13. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.14. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.
- D.15. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.16. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.17. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.18. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.19. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the

parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

- D.20. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.21. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

**E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Gary Tullock, Director of Field Services  
Tennessee Board of Probation and Parole  
404 James Robertson Parkway, Suite 1310  
Nashville TN 37243  
Gary.Tullock@TN.GOV  
Telephone # (615) 741-2107  
FAX # (615) 741-8513

The Contractor:

Greg Utterback, Chief Development Officer  
Satellite Tracking of People  
1212 N. Post Oak Road  
Suite 100  
Houston, Texas 77055  
gutterback@stoplfc.com  
Telephone # 832-553-9502  
FAX # 832-553-9530

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

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in *Tennessee Code Annotated*, Section 8-36-801,

*et. seq.*, the law governing the Tennessee Consolidated Retirement System (TCRS), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established pursuant to *Tennessee Code Annotated*, Title 8, Chapter 35, Part 3 accepts state employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the period of this Contract.

E.5. Voluntary Buyout Program. The Contractor acknowledges and understands that, for a period of two years beginning August 16, 2008, restrictions are imposed on former state employees who received a State of Tennessee Voluntary Buyout Program (VBP) severance payment with regard to contracts with state agencies that participated in the VBP.

- a. The State will not contract with either a former state employee who received a VBP severance payment or an entity in which a former state employee who received a VBP severance payment or the spouse of such an individual holds a controlling financial interest.
- b. The State may contract with an entity with which a former state employee who received a VBP severance payment is an employee or an independent contractor. Notwithstanding the foregoing, the Contractor understands and agrees that there may be unique business circumstances under which a return to work by a former state employee who received a VBP severance payment as an employee or an independent contractor of a State contractor would not be appropriate, and in such cases the State may refuse Contractor personnel. Inasmuch, it shall be the responsibility of the State to review Contractor personnel to identify any such issues.
- c. With reference to either subsection a. or b. above, a contractor may submit a written request for a waiver of the VBP restrictions regarding a former state employee and a contract with a state State that participated in the VBP. Any such request must be submitted to the State in the form of the *VBP Contracting Restriction Waiver Request* format available from the State and the Internet at: [www.state.tn.us/finance/rds/ocr/waiver.html](http://www.state.tn.us/finance/rds/ocr/waiver.html). The determination on such a request shall be at the sole discretion of the head of the state State that is a Party to this Contract, the Commissioner of Finance and Administration, and the Commissioner of Human Resources.

E.6. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's proposal responding to RFP-32402-41710 (Attachment 6.2B Item B.15) and resulting in this Contract.

The Contractor shall assist the State in monitoring the Contractor's performance of this commitment by providing, as requested, a quarterly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, and persons with a disability. Such reports shall be provided to the state of Tennessee Governor's Office of Business Diversity Enterprise in form and substance as required by said office.

E.7. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an State, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any State, a

Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, *U.S. Code*.

- E.8. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Contractor to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

- E.9. Prohibited Advertising. The Contractor shall not refer to this Contract or the Contractor's relationship with the State hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed. It is expressly understood and agreed that the obligations set forth in this section shall survive the termination of this Contract in perpetuity.
- E.10. State Ownership of Work Products. The State shall have ownership, right, title, and interest, including ownership of copyright, in all work products, including computer source code, created, designed, developed, derived, documented, installed, or delivered under this Contract subject to the next subsection and full and final payment for each "Work Product." The State shall have royalty-free and unlimited rights and license to use, disclose, reproduce, publish, distribute, modify, maintain, or create derivative works from, for any purpose whatsoever, all said Work Products.
  - a. To the extent that the Contractor uses any of its pre-existing, proprietary or independently developed tools, materials or information ("Contractor Materials"), the Contractor shall retain all right, title and interest in and to such Contractor Materials, and the State shall acquire no right, title or interest in or to such Contractor Materials EXCEPT the Contractor grants to the State an unlimited, non-transferable license to use, copy and distribute internally, solely for the State's internal purposes, any Contractor Materials reasonably associated with any Work Product provided under the Contract.

- b. The Contractor shall furnish such information and data as the State may request, including but not limited to computer code, that is applicable, essential, fundamental, or intrinsic to any Work Product and Contractor Materials reasonably associated with any Work Product, in accordance with this Contract and applicable state law.
- c. Nothing in this Contract shall prohibit the Contractor's use for its own purposes of the general knowledge, skills, experience, ideas, concepts, know-how, and techniques obtained and used during the course of providing the services requested under this Contract.
- d. Nothing in the Contract shall prohibit the Contractor from developing for itself, or for others, materials which are similar to and/or competitive with those that are produced under this Contract.

E.11. Ownership of Software and Work Products.

a. Definitions.

- (1) "Contractor-Owned Software," which shall mean commercially available software the rights to which are owned by Contractor, including but not limited to commercial "off-the-shelf" software which is not developed using State's money or resources.
- (2) "Custom-Developed Application Software," which shall mean customized application software developed by Contractor solely for State.
- (3) "Rights Transfer Application Software," which shall mean any pre-existing application software owned by Contractor or a third party, provided to State and to which Contractor will grant and assign, or will facilitate the granting and assignment of, all rights, including the source code, to State.
- (4) "Third-Party Software," which shall mean software not owned by the State or the Contractor.
- (5) "Work Product," which shall mean all deliverables exclusive of hardware, such as software, software source code, documentation, planning, etc., that are created, designed, developed, or documented by the Contractor for the State during the course of the project using State's money or resources, including Custom-Developed Application Software. If the system solution includes Rights Transfer Application Software, the definition of Work Product shall also include such software.

b. Rights and Title to the Software

- (1) All right, title and interest in and to the Contractor-Owned Software shall at all times remain with Contractor, subject to any license granted herein.
- (2) All right, title and interest in and to the Work Product, and to modifications thereof made by State, including without limitation all copyrights, patents, trade secrets and other intellectual property and other proprietary rights embodied by and arising out of the Work Product, shall belong to State. To the extent such rights do not automatically belong to State, Contractor hereby assigns, transfers, and conveys all right, title and interest in and to the Work Product, including without limitation the copyrights, patents, trade secrets, and other intellectual property rights arising out of or embodied by the Work Product. Contractor shall execute any other documents that State or its counsel deem necessary or desirable to document this transfer and/or allow State to register its claims and rights to such intellectual property rights or enforce them against third parties, and Contractor shall cooperate fully in the foregoing endeavors.

- (3) All right, title and interest in and to the Third-Party Software shall at all times remain with the third party, subject to any license granted thereby.
  - c. Nothing in this Contract shall prohibit the Contractor's use for its own purposes of the general knowledge, skills, experience, ideas, concepts, know-how, and techniques obtained and used during the course of providing the services requested under this Contract.
  - d. Nothing in the Contract shall prohibit the Contractor from developing for itself, or for others, materials which are similar to and/or competitive with those that are produced under this Contract.
- E.12. Competitive Procurements. This Contract provides for reimbursement of the cost of goods, materials, supplies, equipment, or contracted services. Such procurements shall be made on a competitive basis, where practical. The Contractor shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Contract. In each instance where it is determined that use of a competitive procurement method was not practical, said documentation shall include a written justification, approved by the Executive Director of the Board of Probation and Parole, for such decision and non-competitive procurement.
- E.13 Incorporation of Additional Documents. Included in this Contract by reference are the following documents:
- a. The Contract document and its attachments
  - b. All Clarifications and addenda made to the Contractor's Proposal
  - c. The Request for Proposal and its associated amendments
  - d. Technical Specifications provided to the Contractor
  - e. The Contractor's Proposal

In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these documents shall govern in order of precedence detailed above.

- E.14. Public Accountability. If the Contractor is subject to *Tennessee Code Annotated*, Title 8, Chapter 4, Part 4 or if this Contract involves the provision of services to citizens by the Contractor on behalf of the State, the Contractor agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Contractor shall display in a prominent place, located near the passageway through which the public enters in order to receive services pursuant to this Contract, a sign at least twelve inches (12") in height and eighteen inches (18") in width stating:

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

- E.15. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Contractor shall prohibit smoking of tobacco products within any indoor premises in which services are provided pursuant to this Contract to individuals under the age of eighteen (18) years. The Contractor shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Contract.

- E.16. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or State;
  - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
  - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
  - d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

- E.17. Limitation of Liability. The parties agree that the Contractor's liability under this Contract shall be limited to an amount equal to two (2) times the Maximum Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this section limit the liability of the Contractor for intentional torts, criminal acts, or fraudulent conduct.
- E.18. Copyrights and Patents. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State for infringement of any laws regarding patents or copyrights which may arise from the Contractor's performance of this Contract. In any such action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any final judgment for infringement. The Contractor further agrees it shall be liable for the reasonable fees of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State. The State shall give the Contractor written notice of any such claim or suit and full right and opportunity to conduct the Contractor's own defense thereof.
- E.19. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State.

In the event of any such suit or claim, the Contractor shall give the State immediate notice thereof and shall provide all assistance required by the State in the State's defense. The State shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by *Tennessee Code Annotated*, Section 8-6-106.

E.20. Breach. A party shall be deemed to have breached the Contract if any of the following occurs:

- failure to perform in accordance with any term or provision of the Contract;
- partial performance of any term or provision of the Contract;
- any act prohibited or restricted by the Contract, or
- violation of any warranty.

For purposes of this Contract, these items shall hereinafter be referred to as a "Breach."

a. Contractor Breach— The State shall notify Contractor in writing of a Breach.

- (1) In event of a Breach by Contractor, the State shall have available the remedy of Actual Damages and any other remedy available at law or equity.
- (2) Liquidated Damages— In the event of a Breach, the State may assess Liquidated Damages. The State shall notify the Contractor of amounts to be assessed as Liquidated Damages. The parties agree that due to the complicated nature of the Contractor's obligations under this Contract it would be difficult to specifically designate a monetary amount for a Breach by Contractor as said amounts are likely to be uncertain and not easily proven. Contractor hereby represents and covenants it has carefully reviewed the Liquidated Damages contained in above referenced, Attachment H and agree that said amounts represent a reasonable relationship between the amount and what might reasonably be expected in the event of Breach, and are a reasonable estimate of the damages that would occur from a Breach. It is hereby agreed between the parties that the Liquidated Damages represent solely the damages and injuries sustained by the State in losing the benefit of the bargain with Contractor and do not include any injury or damage sustained by a third party. The Contractor agrees that the liquidated damage amount is in addition to any amounts Contractor may owe the State pursuant to the indemnity provision or other section of this Contract.

The State may continue to withhold the Liquidated Damages or a portion thereof until the Contractor cures the Breach, the State exercises its option to declare a Partial Default, or the State terminates the Contract. The State is not obligated to assess Liquidated Damages before availing itself of any other remedy. The State may choose to discontinue Liquidated Damages and avail itself of any other remedy available under this Contract or at law or equity; provided, however, Contractor shall receive a credit for said Liquidated Damages previously withheld except in the event of a Partial Default.

- (3) Partial Default— In the event of a Breach, the State may declare a Partial Default. In which case, the State shall provide the Contractor written notice of: (1) the date which Contractor shall terminate providing the service associated with the Breach; and (2) the date the State will begin to provide the service associated with the Breach. Notwithstanding the foregoing, the State may revise the time periods contained in the notice written to the Contractor.

In the event the State declares a Partial Default, the State may withhold, together with any other damages associated with the Breach, from the amounts due the Contractor the greater of: (1) amounts which would be paid the Contractor to provide the defaulted service; or (2) the cost to the State of providing the defaulted service, whether said service is provided by the State or a third party. To determine the amount the Contractor is being paid for any particular service, the Department shall be entitled to receive within five (5) days any requested material from Contractor. The State shall make the final and binding determination of said amount.

The State may assess Liquidated Damages against the Contractor for any failure to perform which ultimately results in a Partial Default with said Liquidated Damages to cease when said Partial Default is effective. Upon Partial Default, the Contractor shall have no right to recover from the State any actual, general,

special, incidental, consequential, or any other damages whatsoever of any description or amount. Contractor agrees to cooperate fully with the State in the event a Partial Default is taken.

(4) **Contract Termination**— In the event of a Breach, the State may terminate the Contract immediately or in stages. The Contractor shall be notified of the termination in writing by the State. Said notice shall hereinafter be referred to as Termination Notice. The Termination Notice may specify either that the termination is to be effective immediately, on a date certain in the future, or that the Contractor shall cease operations under this Contract in stages. In the event of a termination, the State may withhold any amounts which may be due Contractor without waiver of any other remedy or damages available to the State at law or at equity. The Contractor shall be liable to the State for any and all damages incurred by the State and any and all expenses incurred by the State which exceed the amount the State would have paid Contractor under this Contract. Contractor agrees to cooperate with the State in the event of a Contract Termination or Partial Takeover.

b. **State Breach**— In the event of a Breach of Contract by the State, the Contractor shall notify the State in writing within 30 days of any Breach of Contract by the State. Said notice shall contain a description of the Breach. Failure by the Contractor to provide said written notice shall operate as an absolute waiver by the Contractor of the State's Breach. In no event shall any Breach on the part of the State excuse the Contractor from full performance under this Contract. In the event of Breach by the State, the Contractor may avail itself of any remedy at law in the forum with appropriate jurisdiction; provided, however, failure by the Contractor to give the State written notice and opportunity to cure as described herein operates as a waiver of the State's Breach. Failure by the Contractor to file a claim before the appropriate forum in Tennessee with jurisdiction to hear such claim within one (1) year of the written notice of Breach shall operate as a waiver of said claim in its entirety. It is agreed by the parties this provision establishes a contractual period of limitations for any claim brought by the Contractor.

E.21. **Partial Takeover.** The State may, at its convenience and without cause, exercise a partial takeover of any service which the Contractor is obligated to perform under this Contract, including but not limited to any service which is the subject of a subcontract between Contractor and a third party, although the Contractor is not in Breach (hereinafter referred to as "Partial Takeover"). Said Partial Takeover shall not be deemed a Breach of Contract by the State. Contractor shall be given at least 30 days prior written notice of said Partial Takeover with said notice to specify the area(s) of service the State will assume and the date of said assumption. Any Partial Takeover by the State shall not alter in any way Contractor's other obligations under this Contract. The State may withhold from amounts due the Contractor the amount the Contractor would have been paid to deliver the service as determined by the State. The amounts shall be withheld effective as of the date the State assumes the service. Upon Partial Takeover, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

E.22. **Unencumbered Personnel.** All persons assigned by the Contractor to perform services for the State under this Contract, whether they are employees, agents, subcontractors, or principals of the Contractor, shall not be subject to any employment contract or restrictive covenant provisions which would preclude those persons from performing the same or similar services for the State after the termination of this Contract, either as a State employee, an independent contractor, or an employee, agent, subcontractor or principal of another contractor with the State. If the Contractor provides the State with the services of any person subject to a restrictive covenant or contractual provision in violation of this provision, any such restrictive covenant or contractual provision will be void and unenforceable, and the Contractor will pay the State and any person involved all of its expenses, including attorneys fees, caused by attempts to enforce such provisions.

E.23. **State Will Not Sign Separate Agreements.** The State recognizes that the Contractor may require the State to agree to certain Contractor licensing provisions for the proposed software. If this is the case, any and all Contractor licensing agreements shall be included (in original or

modified form) as addenda to this Contract and the State's signature on this Contract shall constitute the State's written agreement to the provisions so included. The State will not sign separate Contractor licensing agreements. Moreover, in the event of any conflict between the terms of this Contract and the terms of any Contractor software licensing provisions, the terms of this Contract shall prevail. In addition, the State reserves the right to modify the Contractor's software licensing provisions prior to agreeing to them, if the State deems this necessary in order to meet State legal requirements.

E.24. Insurance. The Contractor shall carry adequate liability and other appropriate forms of insurance.

a. The Contractor shall maintain, at minimum, the following insurance coverage:

- (1) Workers' Compensation/ Employers' Liability (including all states coverage) with a limit not less than the relevant statutory amount or one million dollars (\$1,000,000) per occurrence for employers' liability whichever is greater.
- (2) Comprehensive Commercial General Liability (including personal injury & property damage, premises/operations, independent contractor, contractual liability and completed operations/products) with a bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence and five million dollars (\$5,000,000) aggregate.
- (3) Automobile Coverage (including owned, leased, hired, and non-owned vehicles) with a bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence.
- (4) Professional Malpractice Liability with a limit of not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) aggregate.

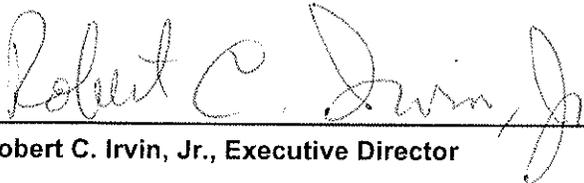
b. At any time State may require the Contractor to provide a valid Certificate of Insurance detailing Coverage Description; Insurance Company & Policy Number; Exceptions and Exclusions; Policy Effective Date; Policy Expiration Date; Limit(s) of Liability; and Name and Address of Insured. Failure to provide required evidence of insurance coverage shall be a material breach of this Contract.

**IN WITNESS WHEREOF,**

**Satellite Tracking of People LLC:**

  
\_\_\_\_\_  
**CONTRACTOR SIGNATURE** 11/22/2010  
**DATE**  
Greg Utterback / Chief Development Officer / VP Business Development  
\_\_\_\_\_  
**PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)**

**Tennessee Board of Probation and Parole:**

  
\_\_\_\_\_  
**Robert C. Irvin, Jr., Executive Director** 12/2/10  
**DATE**

**ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE**

SUBJECT CONTRACT NUMBER:	24140
CONTRACTOR LEGAL ENTITY NAME:	Satellite Tracking of People LLC
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	05-0583654

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



**CONTRACTOR SIGNATURE**

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

*Greg Utterback / Chief Development Officer & VP, Business Development*

**PRINTED NAME AND TITLE OF SIGNATORY**

*11/22/2010*

**DATE OF ATTESTATION**

## ***Pro Forma Contract Attachment B***

### **§ 40-39-301. Definitions**

As used in this part, unless the context otherwise requires:

(1) "Serious offender" means any person who is convicted in the state of Tennessee, on or after July 1, 2004, of any offense which may cause "serious bodily injury" as defined in § 39-11-106(a)(34). "Serious offender" includes any person who is convicted in any other jurisdiction of any offense that would constitute a serious offense as defined in this part. "Serious offender" also includes any person who has been released on probation or parole following a conviction for any serious offense, as defined in this part, to the extent that the person continues to be subject to active supervision by the board of probation and parole;

(2) "Sexual offense" means any of the crimes enumerated in § 40-39-202(16), including specifically:

(A) The commission of any act that constitutes the criminal offense of:

(i) Aggravated rape, under § 39-13-502;

(ii) Rape, under § 39-13-503;

(iii) Aggravated sexual battery, under § 39-13-504;

(iv) Sexual battery, under § 39-13-505;

(v) Statutory rape, under § 39-13-506;

(vi) Sexual exploitation of a minor, under § 39-17-1003;

(vii) Aggravated sexual exploitation of a minor, under § 39-17-1004;

(viii) Especially aggravated sexual exploitation of a minor, under § 39-17-1005;

(ix) Incest, under § 39-15-302;

(x) Rape of a child, under § 39-13-522;

(xi) Sexual battery by an authority figure, under § 39-13-527;

(xii) Solicitation of a minor, under § 39-13-528;

(B) Criminal attempt, under § 39-12-101, solicitation, under § 39-12-102, or conspiracy, under § 39-12-103, to commit any of the offenses enumerated within this subdivision (2); or

(C) Criminal responsibility under § 39-11-402(2) for facilitating the commission under § 39-11-403 of, or being an accessory after the fact under, § 39-11-411 to any of the offenses enumerated in this subdivision (2); and

(3) "Violent sexual offender" means any person who is convicted in the state of Tennessee, on or after July 1, 2004, of any sexual offense, as defined in subdivision (2) or § 40-39-202; or any person who is convicted in any other jurisdiction of any offense that would constitute a sexual offense in Tennessee. "Violent sexual offender" also includes any person who has been released on probation or parole following a conviction for any sexual offense, as defined in subdivision (2), to the extent that the person continues to be subject to active supervision by the

board of probation and parole as defined in law. For the purposes of this section, "violent sexual offender" may include offenders whose sexual offense was reduced by virtue of a plea agreement.

2004 Pub.Acts, c. 899, § 5, eff. July 1, 2004; 2006 Pub.Acts, c. 890, § 21, eff. July 1, 2006.

## HISTORICAL AND STATUTORY NOTES

2004 Pub.Acts, c. 899, §§ 1 to 3, provide:

"SECTION 1. The title of this act shall be known and may be cited as the 'Tennessee Serious and Violent Sex Offender Monitoring Pilot Project Act'.

"SECTION 2.

"(a) It is the intent of the general assembly in enacting the 'Tennessee Serious and Violent Sex Offender Monitoring Pilot Project Act' to utilize the latest technological solutions to monitor and track serious criminal offenders and violent sex offenders in a limited number of counties selected for the purpose of providing a cross-section of Tennessee in terms of location, population and geography.

"(b) In addition to providing this state with a more efficient and accurate method of monitoring and tracking these serious and predatory criminals, the purpose of the pilot project is to collect at least twelve (12) months of data on the experience of such a monitoring and tracking system in this state. This data will better enable the governor and general assembly to accurately determine the success or failure of such a program, whether it is worth the expenditure necessary to administer it and whether to expand the pilot project into a statewide program.

"SECTION 3. The general assembly hereby finds and declares the following:

"(a) The United States department of justice has published confirmed statistics that over sixty percent (60%) of serious and violent sex offenders in state prisons have a prior conviction history and that the number of prisoners convicted for violent sexual assault has increased by an annual percentage of fifteen percent (15%) each year since 1980;

"(b) Criminals who commit serious and violent sexual crimes have shown unusually high recidivism rates, thereby posing an unacceptable level of risk to the community;

"(c) Intensive supervision of serious offenders and violent sex offenders is a crucial element to both the rehabilitation of the released convict and the safety of the surrounding community;

"(d) Mature technological solutions now exist to provide improved supervision and behavioral control of serious offenders and violent sex offenders following their release;

"(e) These solutions can now also provide law enforcement and correctional professionals with significant new tools for electronic correlation of the constantly-updated geographic location of supervised serious offenders and violent sexual offenders following their release with the geographic location of reported crimes, both to possibly link released offenders to crimes or to possibly exclude released offenders from ongoing criminal investigations; and

"(f) Continuous twenty-four (24) hours a day, seven (7) days a week electronic monitoring of those convicted of serious and violent sexual offenses is a valuable and reasonable

requirement for those convicts who are placed on probation; who have failed to register as a sexual offender as required by law; or who have been released from incarceration while they remain under the active supervision of the department of correction, the board of probation and parole, or other state and local agencies.”

2006 Pub.Acts, c. 890, § 21, rewrote subsec. (3), which formerly read:

“(3) ‘Violent sexual offender’ means any person who is convicted in the state of Tennessee, on or after July 1, 2004, of any sexual offense, as defined in subdivision (2) or § 40-39-202(16); or any such person who is convicted in any other jurisdiction of any offense which would constitute a sexual offense in Tennessee. ‘Violent sexual offender’ also includes any person who has been released on probation or parole following a conviction for any sexual offense, as defined in subdivision (2), to the extent that such person continues to be subject to active supervision by the board of probation and parole as defined in law. For the purposes of this section, ‘violent sexual offender’ may include offenders whose sexual offense was reduced by virtue of a plea agreement.”

2006 Pub.Acts, c. 890, §§ 1 and 26, provide:

“SECTION 1. The provisions of this act, even though not codified together, may collectively be known as the ‘Child Protection Act of 2006’.”

“SECTION 26. For the purpose of the TBI promulgating standardized photograph specifications as required by Section 8, this act shall take effect upon becoming a law, the public welfare requiring it. All other sections of this act shall take effect July 1, 2006, the public welfare requiring it.”

#### **§ 40-39-302. Serious offender and violent sexual offender monitoring program**

(a) The board of probation and parole is authorized to establish a serious offender and violent sexual offender monitoring program and to promulgate guidelines governing it, consistent with the provisions of this part.

(b) The board shall carry out the following duties:

(1) By December 31, 2004, in consultation with all participating state and local law enforcement, the board shall develop implementing guidelines for the continuous satellite-based monitoring of serious offenders and violent sexual offenders. The system may provide:

(A) Time-correlated and continuous tracking of the geographic location of the subject using a global positioning system based on satellite and other location tracking technology;

(B) Reporting of subject's violations of prescriptive and proscriptive schedule or location requirements. Frequency of reporting may range from once-a-day (passive) to near real-time (active); and

(C) An automated system that provides local and state law enforcement with alerts to compare the geographic positions of monitored subjects with reported crime incidents and whether the subject was at or near the reported crime incidents. These alerts will enable authorities to include or exclude monitored subjects from an ongoing investigation.

(2) Prior to June 30, 2005, the board of probation and parole shall contract with a single vendor for the hardware services needed to monitor subject offenders and correlate their movements to reported crime incidents using a system meeting the requirements described in subdivision

(b)(1)(C).

(3) The board's contract with this vendor may provide for services necessary to implement or facilitate any of the provisions of this part including the collection and disposition of the charges and fees provided for in this part and § 40-28-201(a)(2) and to allow for the reasonable cost of collection of the proceeds.

(4) On or before April 1, 2006, the board shall make a report to a joint meeting of the judiciary committee of the senate and the house of representatives and the joint oversight committee on correction regarding the implementation of this part, and the results of the programs created by this part.

2004 Pub.Acts, c. 899, § 5, eff. July 1, 2004; 2005 Pub.Acts, c. 179, §§ 1, 2, eff. May 17, 2005.

**§ 40-39-303. Satellite-based monitoring program**

(a) Notwithstanding any other provision of law, the board of probation and parole may require, as a mandatory condition of release for any person convicted of a sexual offense as defined in § 40-39-301(2), that any person so released under its supervision be enrolled in a satellite-based monitoring program for the full extent of the person's term of probation or parole, consistent with the requirements of § 40-39-302.

(b) The board of probation and parole may require, as a mandatory condition of release for any person convicted of a serious offense as defined in this chapter or for other offenders as the board deems appropriate, that the person be enrolled in a satellite-based monitoring program for the full extent of the person's term of probation or parole, consistent with the requirements of § 40-39-302.

(c) Offender participation in a location tracking and crime correlation based monitoring and supervision program under this section shall be at the sole discretion of the board and shall conform to the participant payment requirements stated in § 40-39-305, and be based upon the person's ability to pay.

2004 Pub.Acts, c. 899, § 5, eff. July 1, 2004.

**§ 40-39-304. Tampering with, removing, and vandalizing tracking devices**

(a) 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 § 40-39-302 by a person duly enrolled in the program is a Class A misdemeanor for the first offense, punishable by confinement in the county jail for not less than one hundred eighty (180) days. The minimum one hundred eighty-day sentence provided for this Class A misdemeanor offense is mandatory, and no person committing the offense shall be eligible for suspension of sentence, diversion, or probation until the minimum sentence is served in its entirety. A second or subsequent violation under this section is a Class E felony. Additionally, if the person violating this section is on probation, parole, or any other alternative to incarceration, then the violation shall also constitute sufficient grounds for immediate revocation of probation, parole, or other alternative to incarceration. Any violation of this section shall result in the imposition of the mandatory release condition specified in § 40-39-303(a) and (b).

(b) Any person who knowingly aids, abets, or assists a person duly enrolled in a location tracking and crime correlation based monitoring and supervision program described in § 40-39-302 in tampering with, removing, or vandalizing a device issued pursuant to the program commits a Class A misdemeanor.

2004 Pub.Acts, c. 899, § 5, eff. July 1, 2004.

**§ 40-39-305. Fees**

(a) The board of probation and parole is authorized to assess a daily or monthly fee, as the board deems reasonable and necessary to effectuate the purposes of this program, from serious offenders and violent sexual offenders who are required by the board to participate in the sexual offender monitoring program described in § 40-39-302. This fee is intended to offset only the costs associated with the time-correlated tracking of the geographic location of subjects using the location tracking crime correlation system. Fees assessed by the board pursuant to this program may be collected in accordance with § 40-39-302(b)(3).

(b) The board may waive all or any portion of the fees required by this section if it determines that an offender is indigent or financially unable to pay all or any portion of the fee. The board shall waive only that portion of the surcharge which the offender is financially unable to pay.

2004 Pub.Acts, c. 899, § 5, eff. July 1, 2004.

**§ 40-39-306. Sharing of criminal incident information**

Notwithstanding any other provision of law, the department of correction, the board of probation and parole, the Tennessee bureau of investigation, and all local law enforcement agencies are specifically authorized to share criminal incident information, limited to the time, place, and nature of the crime, with each other and the vendor selected by the department to carry out the purposes of this part, and the department is authorized to direct the vendor so chosen to use data collected pursuant to § 40-39-302(b) in preparing correlation reports as described in that subsection for distribution to and use by state and local law enforcement agencies.

2004 Pub.Acts, c. 899, § 5, eff. July 1, 2004.

Chapter 13 Offenses Against Person

Part 5 - Sexual Offenses

**§ 39-13-522. Rape of a child**

(a) Rape of a child is the unlawful sexual penetration of a victim by the defendant or the defendant by a victim, if the victim is more than three (3) years of age but less than thirteen (13) years of age.

(b)(1) Rape of a child is a Class A felony.

(2)(A) Notwithstanding title 40, chapter 35, a person convicted of a first or subsequent violation of this section shall be punished by a minimum period of imprisonment of twenty-five (25) years. The sentence imposed upon any such person may, if appropriate, exceed twenty-five (25) years, but in no case shall it be less than the minimum period of twenty-five (25) years.

(B) Section 39-13-525(a) shall not apply to a person sentenced under this subdivision (b)(2).

(C) Notwithstanding any law to the contrary, the board of probation and parole may require, as a mandatory condition of supervision for any person convicted under this section, that the person be enrolled in a satellite-based monitoring program for the full extent of the person's term of supervision consistent with the requirements of § 40-39-302.

1992 Pub.Acts, c. 878, § 1; 1997 Pub.Acts, c. 406, § 2, eff. July 1, 1997; 2005 Pub.Acts, c. 353, § 14, eff. June 7, 2005; 2006 Pub.Acts, c. 890, § 22, eff. July 1, 2006; 2007 Pub.Acts, c. 501, § 1, eff. July 1, 2007.

**ProForma Contract Attachment C – ZONES AND ALERTS**

<p><b>ZA-1</b></p>	<p>The GPS and RF EM system notifies the monitoring center of a violation. The monitoring center will triage the incident according to State established protocols and notify the officer if there is a violation. These are required to be available for alert notification selections:</p> <ol style="list-style-type: none"> <li>1. Out of range/separation of ankle transmitter from tracking unit. Applies to two piece units only. (GPS)</li> <li>2. Cuff strap tamper. (GPS)</li> <li>3. Tracking unit tamper. (GPS)</li> <li>4. Inclusion zone violation ("out of place"). (GPS and RF)</li> <li>5. Exclusion zone violation (wearers' presence in an off-limits area) (GPS)</li> <li>6. Charging violation (failure to insert into or attach charger at prescribed time or prescribed length of time. (GPS)</li> <li>7. Unit failed to call in at schedule time. (GPS and RF)</li> <li>8. Transmitter battery low. (GPS)</li> <li>9. Tracking unit battery low (items 8 and 9 could be combined for one-piece unit solutions. (GPS)</li> <li>10. Loss of GPS signal (GPS)</li> <li>11. Tracking unit motion stop and start. (GPS)</li> <li>12. Blocking/masking GPS (GPS)</li> </ol>
<p><b>ZA-2</b></p>	<p>The GPS and RF EM system is able to record the reason for the alert (usually connected with a violation that is cleared).</p>
<p><b>ZA-3</b></p>	<p>The GPS system is able to record the alert's status.</p>
<p><b>ZA-4</b></p>	<p>The GPS system is able to track the status of certain critical alerts, as defined in State protocols, for acknowledgement that the alert was received by the officer or for escalating the alert to the next listed contact person if acknowledgement is not received within an amount of time to be established by the State.</p>
<p><b>ZA-5</b></p>	<p>The EM system is able to record the date and time that the officer was notified of the violation.</p>
<p><b>ZA-6</b></p>	<p>The GPS system is able to record the name of the person conducting the alert investigation.</p>
<p><b>ZA-7</b></p>	<p>The following are desired but not required to be available for alert notification selections:</p> <ol style="list-style-type: none"> <li>1. Tracking unit temperature warning (this would help prevent damage to units left in cars or placed into an oven.</li> <li>2. Cuff/transmitter sensor below body temperature (this would notify if the wearer somehow manages to slip out of cuff/contact with skin.</li> <li>3. Cuff/transmitter motion stop (would notify if the wearer somehow manages to slip out of the cuff.</li> <li>4. Voltage or similar warning of possible equipment malfunction.</li> </ol>
<p><b>ZA-8</b></p>	<p>The officer is able to enter into the system the reason or reasons for the violation, that is, wearer-generated, officer-generated, environmental, equipment issues, and unknown, in a quantifiable manner and any resolution or recommendations. Entry can be made by: the officer or monitoring center staff on behalf of the officer.</p>
<p><b>ZA-9</b></p>	<p>The GPS system shows the state of the wearers' violation and differentiates between those that have not been reviewed, reviewed/pending resolution, reviewed/cleared by Monitoring Center, reviewed/cleared by Officer, self-cleared prior to review, offender resolved, reviewed/equipment issue, and violation confirmed in a manner that is quantifiable, with ability to enter</p>

	additional text if necessary.
<b>ZA-10</b>	The EM system is able to record the date and time that the violation is detected.
<b>ZA-11</b>	The GPS and RF EM system is able to make notification of wearers' violations at an interval that can be programmed by the State. This interval can vary from "real time" (immediately) to next day, with the State's option of reporting methods – telephone call, fax, e-mail or pager.
<b>ZA-12</b>	The EM system must show the location point of registration of the violation.
<b>ZA-13</b>	The EM system is able to record the type of violation.
<b>ZA-14</b>	The EM system is able to identify zones and areas where the wearer is not permitted to be, with a violation notification being generated should the wearer enter the zone during the day or time the zone restriction applies.
<b>ZA-15</b>	The EM system is able to identify zones or areas in which the wearers' presence is required with a violation notification being generated should the wearer leave the zone during the day or time the zone applies.
<b>ZA-16</b>	The GPS system is able to allow the addition of exclusion zones within inclusion zones. (For example, countywide inclusion zone with smaller exclusion zones contained within.)
<b>ZA-17</b>	The GPS and RF EM device components are quickly removable by a trained officer.
<b>ZA-18</b>	The GPS system allows inclusion and exclusion zones to overlap. For example, an offender's residence being within 1,000 feet of a newly built school would be permitted.
<b>ZA-19</b>	The EM system is able to record the date and time the wearer arrives in or departs from established zones.
<b>ZA-20</b>	The GPS system has a routine schedule for updates of the data from the State that will update the zones without requiring the officer to re-create offender zone settings.
<b>ZA-21</b>	The GPS system is able to import Tennessee GIS data and create the inclusion and exclusion zones.
<b>ZA-22</b>	The GPS system permits the State to programmatically create groups of inclusion and exclusion zones using TNMap data sources.
<b>ZA-23</b>	The GPS system allows for designation of a temporary event. For example, an offender going into the hospital could be entered as a temporary one-time event, with their admission date as the beginning and their discharge date as the end date.
<b>ZA-24</b>	The GPS system has the capability for categories of zones' creation and selection from State-supplied ARC-IMS data. Ex: "all schools".
<b>ZA-25</b>	The GPS system allows for a State-defined category of wearer to have a default setting of exclusions zones. For example an offender is entered into the EM system into a category of "Child Sex Offender", resulting in the automatic creation of exclusion zones for "all day care centers", "all parks" and "all schools". (Zones created with data imported from the State.)
<b>ZA-26</b>	The GPS system is able to create categories of zones by merger of data provided by the State that can be selected to apply to either an individual or a classification. For example, the State provides geo-coding for "All day care centers" which the Contractor uses to create a category of "all day care centers" that can be selected as exclusion zones without the user having to create individual zones.
<b>ZA-27</b>	The GPS system should be capable of mapping the zones as polygons. That is, it should be able to import data points and adjust the shape and size of the zones around those data points. Refreshing the zones from the GIS data should not require total re-entry of the zones.

**ProForma Contract Attachment D -- Vendor Support, System**

RSV-1	The RF system is Web-based, accessible by officers from any Internet-capable device such as a workstation, mobile device, personal digital assistant, etc.
RSV-2	The GPS system has the capacity to handle a volume of 600-plus wearers' information. The Contractor must understand and agree that the State does not guarantee a minimum or maximum number of wearers that will be assigned to electronic monitoring.
RSV-3	The GPS and RF EM system is capable of being scaled as user volume and data volume increase with minimal impact to the end-user.
RSV-4	The web-based GPS and RF EM system provides a response time averaging two (2) seconds or better, and never more than a three (3) second response time when going from screen to screen when all people are using the system at peak use times.
RSV-5	The web-based GPS and RF EM system provides a field-to-field response time averaging two (2) seconds or better, and never more than a three (3) second response time.
RSV-6	The GPS and RF system includes a Contractor provided secure link – SSL or VPN – firewalls, 128-bit encryption, and password protection for communication between the Contractor's site and the State.
RSV-7	The GPS and RF EM system has the ability to electronically monitor on a continuous basis a wearers' presence or absence from a specific location at specified time periods.
RSV-8	The GPS system has cellular and landline communication capability (not necessarily on the same piece of equipment).
RSV-9	The GPS system is capable of tracking and monitoring the device location 24 hours a day, 7 days a week, and 365 days a year using GPS.
RSV-10	The RF system provides a radio frequency option for home detention. RF option equipment does not have to be the same equipment as is used for GPS EM. RF monitoring would be provided without tracking/zone capabilities.
RSV-11	The GPS EM system Contractor has provided to the State a digital map of the state of Tennessee, indicating the areas of coverage and signal availability and non-availability as required for real-time, active monitoring. <b>The map should have the ability to zoom in to street level viewing. CD-ROM/pdf or .jpg format is acceptable.</b>
RSV-12	The GPS and RF EM system server on which the Web site is loaded will be at the Contractor's location.
RSV-13	The GPS and RF EM system Contractor provides the 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.
RSV-14	The GPS and RF system Contractor provides any software, if any is required, to allow State personnel to access data at the monitoring center using IDs and passwords provided to the State personnel.
RSV-15	The Contractor will supply system support for the initial field office installation.
RSV-16	The GPS system is able to use crime-mapping software, where available, and make crime-mapping software available to state and local agencies.
RSV-17	The GPS and RF EM system Contractor provides "hands-on" classroom training for the following populations: Estimated initial training on GPS of 100 people over 8 Districts across the state. Estimated initial training of RF of 500 people distributed over 8 districts across the State.
RSV-18	The GPS and RF EM system Contractor prepares a training plan, in collaboration with the State. The plan must cover all aspects of using and trouble-shooting the equipment.
RSV-19	The GPS and RF EM system Contractor provides ongoing training as needed by the State.
RSV-20	The GPS and RF EM system Contractor provides continual help desk support.
RSV-21	The GPS and RF EM system Contractor provides Technical support when contacted by the State. The Contractor provides on-site assistance at the appropriate State office as needed by the State.
RSV-22	As required, the GPS and RF EM system Contractor provides forensic evaluation of equipment to confirm deliberate damage with secure chain-of-custody procedures for units needed as evidence for prosecution for vandalism or tampering.

	custody procedures for units needed as evidence for prosecution for vandalism or tampering.
<b>RSV-23</b>	The GPS and RF EM system Contractor maintains recorded data of wearer violation alerts, accessible to the State in form and substance for use as physical evidence for prosecution.
<b>RSV-24</b>	The GPS system Contractor provides affidavits and expert witness testimony for prosecution of violations based on GPS data in court proceedings, as needed.

**ProForma Contract Attachment E – Equipment Removal and Setup**

ERS-1	The GPS and RF EM system requires minimal action on the part of the wearer.
ERS-2	The GPS and RF EM system is of the latest proven reliable technology available and the latest in use from the manufacturer. Initial start up equipment provided is new.
ERS-3	New GPS and RF EM system device component options are offered to the State, which reserves the right to upgrade or not. The Contractor must provide a copy of the new upgrade's specifications.
ERS-4	Equipment being upgraded by the GPS and RF EM system Contractor is provided to the State.
ERS-5	The GPS and RF EM system Contractor supplies any single-use components of the equipment while the contract is in force. This could include replacement straps.
ERS-6	Tampered units are returned to the GPS and RF EM system Contractor and strap replacement units and transmitters are provided.
ERS-7	Units requiring batteries will be returned to the Contractor for service.
ERS-8	Device batteries must not be replaceable from the field.
ERS-9	All previously used equipment is thoroughly cleaned, tested for functionality, and the battery replaced prior to shipment back to the State and certified as in like-new condition.
ERS-10	At least one component of the GPS, RF and LBS EM system is affixed to the body of the wearer.
ERS-11	The GPS and RF device components are easy to install by a trained officer.
ERS-12	The GPS and RF ankle bracelets are easy to install by a trained person, with safeguards making it difficult to hook up incorrectly.
ERS-13	The GPS and RF device components are quickly removable by a trained officer.
ERS-14	The GPS and RF EM system body units are not easily removable except by an officer with the correct equipment.
ERS-15	The GPS and RF EM system Contractor provides an inventory of spare monitoring equipment and any necessary installation supplies and replacement parts.
ERS-16	The EM system Contractor provides additional RF and GPS charging units, transmitters / receivers and bracelets to the State within 48 hours of a telephone or electronic mail request.
ERS-17	A reserve of 10 percent of each of the State's locations monitoring unit equipment needs is on site at all times with a minimum of 1 GPS unit and 1 RF unit at locations with fewer than 10 active units.
ERS-18	Monitoring unit equipment is located at the field office. There will be +44 locations, which will have RF, with +32 also having GPS. The State reserves the right to increase or decrease the number of locations at its sole discretion.
ERS-19	The EM system device components (GPS & RF) are waterproof, submersible, shockproof, small, discreet, lightweight, durable, sturdy, difficult to break, and tamper-resistant.
ERS-20	The GPS and RF device features allow discreet wearer comfort. (size, weight, etc.)
ERS-21	The EM system base units have Extended Battery life between charges, 16 hours or more preferred.
ERS-22	The GPS system must have a capacity to handle multiple administrative users simultaneously during peak periods (amount currently estimated at 600).
ERS-23	The EM system GPS is able to monitor the wearers' location, movement and rate of movement while traveling.
ERS-24	The GPS and RF EM system is able to store events in memory and must have download capability so reports can be prepared by the State.
ERS-25	The GPS system provides for active and passive monitoring.
ERS-26	When in active mode, the GPS system must also be able to generate wearer data at intervals specified by the State.
ERS-27	When in passive mode, the GPS system has an option to set a wearers' unit for converting to active alert reporting for certain violations, as specified by the State. An example is strap disengagement.
ERS-28	The GPS system has a means to monitor wearers in rural areas without cellular telephone coverage.

**ProForma Contract Attachment E Equipment Removal and Setup (cont.)**

ERS-29	The EM system has the capacity to convert a unit between active and passive mode without removal from the wearer or requiring a change of equipment.
ERS-30	Although not required, the State prefers that the GPS system provide an alternate means of tracking and monitoring if GPS is not available.
ERS-31	The EM system is able to record the date and time that the tracking device is removed from the wearer.
ERS-32	The GPS and RF EM system allows officers to document that they replaced the device – that is, that the officer took it out of service – the date of the replacement, and the reason for it being taken out of service. This is required to be able to differentiate between officer-generated and wearer-generated removal in order to differentiate between alerts generated for "legitimate" purposes and those that were not for statistical analysis purposes.
ERS-33	The GPS and RF EM system is able to record the replacement bracelet's information – manufacturer, model number, serial number.
ERS-34	The GPS and RF EM system is able to record the date and time of the replacement.
ERS-35	The GPS and RF EM system must update the wearers' records when a device is replaced. (The old device's information is retained.)
ERS-36	The GPS and RF EM system is able to record the date and time the bracelet was removed.
ERS-37	The GPS and RF EM system has a drop-down list to select from the reasons for replacing the device.
ERS-38	The GPS system has capability of default protocols based upon wearer classification.
ERS-39	The GPS and RF EM system allows the State to set up individual protocols for each wearer.
ERS-40	The GPS and RF EM system is able to record the wearers' personal information.
ERS-41	The GPS and RF EM system is able to allow configuration of protocols to enable the features that the State wants and disable those that it does not want. For example, types of alerts, notifications, zone categories, etc.
ERS-42	The GPS and RF EM system shows the officer in charge of the wearer: name, phone numbers, etc if different from the wearers' assigned officer ('on call' staff).
ERS-43	The GPS and RF EM system is able to record the Referring State Agency. (to allow differentiation when/if multiple state agencies use services under contract)
ERS-44	The GPS and RF EM system is able to record the bracelet's manufacturer, model and serial number.
ERS-45	The GPS and RF EM system is able to record all time-stamped data in a consistent format including the time zone of the wearer.
ERS-46	The GPS system is able to record the date and time when the tracking device is activated on the wearer.
ERS-47	The GPS and RF EM system is able to record the responsible officer's contact information.
ERS-48	The GPS and RF EM system screens have an "auto-fill" feature where, as data such as the wearer's name is entered, the system offers possibilities that match the data already typed in.
ERS-49	The GPS and RF EM system screens have an "auto-complete" feature where, once a wearers' or an officer's name is entered will populate the screen with the remaining information for that person from the database.
ERS-50	The GPS system allows wearers to be set up and identifiable by their classification. Examples: Child Sex Offender, Sex Offender, Violent Offender, with capability of additional categories being added as needed by the State.
ERS-51	The GPS and RF EM system provides online, context-sensitive help covering all features of the software.

**ProForma Contract Attachment F—Data, Inventory and Reports**

<b>DIR-1</b>	The data generated within the EM system is owned by the State.
<b>DIR-2</b>	The GPS system is able to import State-provided GIS data.
<b>DIR-3</b>	The EM system is able to protect data from unauthorized personnel and allow or disallow sharing of data between other agencies.
<b>DIR-4</b>	The GPS and RF EM system is able to assign to users role-based security levels. These include, but are not limited to, manager, supervisor, and associate.
<b>DIR-5</b>	The GPS and RF EM system provides for daily backups of data.
<b>DIR-6</b>	The GPS and RF EM system provides for the ability to archive data.
<b>DIR-7</b>	The GPS and RF EM system provides for the ability to easily access archived data.
<b>DIR-8</b>	The GPS system is able to use the data in crime scene investigations, either by event or through electronic crime data correlation.
<b>DIR-9</b>	The GPS system is able to accept critical event data points and be able to link wearers to the event.
<b>DIR-10</b>	The GPS and RF EM system provides inventory by site / officer reports showing: <ul style="list-style-type: none"> <li>• date received by State</li> <li>• on shelf/inactive</li> <li>• activated</li> <li>• in transit to State</li> <li>• in transit to Contractor</li> <li>• date received by Contractor (returns).</li> </ul>
<b>DIR-11</b>	The GPS and RF EM system provides order / returns by site reports showing: <ul style="list-style-type: none"> <li>• date order placed</li> <li>• date shipped</li> <li>• date received/placed into inventory</li> <li>• date activated</li> <li>• wearer assigned to</li> <li>• removed date</li> <li>• reason for return.</li> </ul>
<b>DIR-12</b>	The GPS and RF EM system Inventory Module has an inventory system module that allows the State to manage all RF and GPS charging units, transmitters / receivers and bracelets.
<b>DIR-13</b>	The GPS and RF EM system is able to enter into an inventory record the date the wearer is issued a monitoring device and the issuer.
<b>DIR-14</b>	The GPS and RF EM system Inventory Module includes online inventory tracking, for all State-assigned equipment, including the ability to differentiate between on-site un-activated equipment and equipment that is in transit.
<b>DIR-15</b>	Contractor and State personnel are able to view and update GPS and RF system device status data in the Inventory Module in real time.
<b>DIR-16</b>	A report is provided of the GPS and RF EM system alerts received, date and time-stamped and broken down by site, officer, offender, alert type, self-clears within heal time, and after the heal time, cleared by MC, and alerts are forwarded to officer for further action.
<b>DIR-17</b>	The GPS and RF EM system is able to provide reports in a variety of formats – on paper and electronically (through e-mails, faxes, etc).
<b>DIR-18</b>	The GPS system is able to provide reports of elapsed time intervals of violations and alert message relay and active monitoring transmission time intervals.
<b>DIR-19</b>	The GPS and RF EM system must provide wearer population by site / officer reports showing: <ul style="list-style-type: none"> <li>• Wearer name and number</li> <li>• Unit ID Number (s)</li> <li>• Date initiated</li> <li>• Dates active</li> <li>• Date deactivated.</li> </ul>
<b>DIR-20</b>	The GPS and RF EM system is able to generate reports as specified by the agencies. Reports can be categorized into: <ul style="list-style-type: none"> <li>• wearer/supervisee location reports</li> </ul>

	<ul style="list-style-type: none"> <li>• group location reports</li> <li>• inventory reports</li> <li>• management reports</li> </ul>
<b>DIR-21</b>	The GPS and RF EM system allows the State to request custom reports.
<b>DIR-22</b>	The GPS and RF EM system must provide administrative and manager access to website tracking report showing by user: how many log-ins/minutes logged in by month summary detailed reports with date/duration/time stamp per log on.
<b>DIR-23</b>	The GPS and RF EM system is able to provide an officer's caseload report on one screen.
<b>DIR-24</b>	The GPS and RF EM system is able to export all electronic monitoring data in an industry-recognized format. The electronic monitoring exports are available in an "as-needed" basis.

**ProForma Contract Attachment G Monitoring Center Requirements**

Monitoring Center Coverage <b>MC-01</b>	If the State opts for Contractor-provided monitoring services, the Contractor - provided monitoring center <b>must</b> operate continuously on a 24 hours x 7 days a week schedule.
Monitoring Center Response to Alerts <b>MC-02</b>	If the State opts for Contractor-provided monitoring services, the Contractor-provided monitoring center's personnel are able to respond to alerts according to the protocols provided.
Monitoring Center Alert Notification Tailoring <b>MC-03</b>	If the State opts for Contractor-provided monitoring services, the Contractor-provided monitoring center <b>is</b> able to tailor the level of alert notification to State or individual needs or protocols.
Monitoring Center Violation Reporting <b>MC-04</b>	If the State opts for Contractor-provided monitoring services, in the event of a violation, the EM system Contractor monitoring center <b>must</b> provide at a minimum the wearers' name, type of violation, time of violation, and the time and location of the wearers last known location.
Monitoring Center / Real-Time Tracking <b>MC-05</b>	If the State opts for Contractor-provided monitoring services, the EM system <b>must</b> have near-real-time tracking and the monitoring center must provide the wearers' current location, when requested, within 2 minutes.
Monitoring Center / Secondary Reporting Means <b>MC-06</b>	If the State opts for Contractor-provided monitoring services, The State prefers that the EM system provide a secondary means for the monitoring center to report the wearers' location in the absence of a GPS signal.
Monitoring Center Response to Alerts <b>MC-07</b>	If the State opts for Contractor-provided monitoring services, the EM system Contractor's monitoring center personnel are able to contact the officer in a variety of ways: by landline telephone, cellular telephone, e-mail, pager or fax as determined by the State and depending on the nature of the offense.
Monitoring Center Alert Triage <b>MC-08</b>	If the State opts for Contractor-provided monitoring services, the EM system Contractor-provided monitoring center <b>must</b> triage alerts, and attempt and record all efforts to clear alerts prior to notifying the officer according to State-established protocols.
Monitoring Center Alert Notification Escalation <b>MC-9</b>	If the State opts for Contractor-provided monitoring services, the EM system Contractor provided monitoring center <b>must</b> have the ability to escalate an alert notification if the officer does not acknowledge the notification within a State-specified time to the next State-designated contact.
Monitoring Center Staff Requirements <b>MC-10</b>	If the State opts for Contractor-provided monitoring services, the EM system Contractor must meet requirements below: <ul style="list-style-type: none"> <li>• Domestically based</li> <li>• Insure that no employee hired is a felon (verified with background checks).</li> </ul>

## Attachment H Liquidated Damages

Level 1 = \$1000 per day per event

Any action on behalf of the vendor that causes a serious disruption in service delivery

Examples:

- Website goes down more than 12 hours
- Backorders of equipment in excess of a week

Consequences to State

- State loses access to tracking and alert notification
- New high risk offenders or offenders with malfunctioning equipment would not be on GPS

Level 2 = \$500 per day per event

Examples

- Percentage of Alerts not attributable to offender, officer, or environment in excess of 20%
- Vendor's Agency Program manager (or substitute) not available within 48 hours of request to assist on-site in resolving equipment issues that have not be resolved thru helpline.
- Breach of Confidential Records

Consequences to State

- Would cause extra work for officers investigating alerts
- Could mean some offenders are not being monitored until the equipment issue is corrected)

Level 3 = \$100 per day per event

Examples

- Availability of equipment/replacements/new orders/Amount of time to elapse between equipment order and receipt-excess of 48 hour (ie: production issues with manufacturer/back orders)
- Vendor web/system down in excess of 1 hour.

Consequences

- The State would not be notified of alerts occurring during a time period where the State is not receiving contracted service of 24/7 system availability.
- High risk offenders would be delayed getting onto GPS monitoring

# Document Approval Status

SetID: SHARE Contract ID: 000000000000000000024140  
Vendor ID: 0000005393 Satellite Tracking Of Peo

Review/Edit Approvers

## Stage 1 DOC approval

**Approved** View Comments

**Final Approval**

<p><b>Approved</b></p> <p><input checked="" type="checkbox"/> <u>Dianne L Williams</u> Document Approval 1 1/25/2011 - 1:33 PM</p>	→	<p><b>Approved</b></p> <p><input checked="" type="checkbox"/> <u>Gail C Best</u> Document Approval 2 1/25/2011 - 1:36 PM</p>
	→	<p><b>Approved</b></p> <p><input checked="" type="checkbox"/> <u>Sylvia D Chunn</u> Document Approval 3 2/11/2011 - 1:32 PM</p>

**Approval Comment History**

**Bryan J Ries at 2/15/2011 - 1:57 PM**  
Approval of the F&A approved document is on behalf of the Comptroller pursuant to current signature authorization. Document is now set to On Hold. This document should remain On Hold until OCR sets to Approved.

**Mark A Donner at 2/14/2011 - 11:48 AM**  
Approval is for processing purposes only.

**Sylvia D Chunn at 2/11/2011 - 1:50 PM**  
Secured Copy and Memo to Comptroller as well as Maximum Liability Justification are all attached to the PO Comments at the bottom of the attachments screen.

**Sylvia D Chunn at 2/11/2011 - 1:32 PM**  
Approved denotes approval, on behalf of the F&A Commissioner, pursuant to a review of and applicable only to the attached, OCR secured copy of: FA1134113

## Budget Office

**Approved** View Comments

**Budget Threshold**

<p><b>Approved</b></p> <p><input checked="" type="checkbox"/> <u>Amy L Watson</u> Con - Budget Office Approval 2/14/2011 - 11:11 AM</p>
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## Post Budget

▼ :Approved View Comments

Post Budget

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