



November 10, 2016

Krista Lee, Director  
Fiscal Review Committee  
Rachel Jackson Building, 8<sup>th</sup> Floor  
320 Sixth Avenue North  
Nashville, TN 37243

Mike Perry, Chief Procurement Officer  
Central Procurement Office  
Department of General Services  
Tennessee Tower, 3<sup>rd</sup> Floor  
Nashville, TN 37243

Justin P. Wilson, Comptroller of Treasury  
Comptroller Procurement Compliance  
Suite 1400, James K. Polk Building  
505 Deaderick Street  
Nashville, TN 37243-1402

RE: Proposed Amendment 1 to Edison Contract ID #41587

Dear Director Lee, CPO Perry, and Comptroller Wilson:

The Department of Safety and Homeland Security ("TDOSHS") is requesting approval to amend the current three (3) year contract with Buford Goff and Associates (Edison Contract ID #41587) for continued consulting services related to the strategic planning, design, and implementation of the Tennessee Public Safety Broadband Network.

The National Telecommunications and Information Administration (NTIA) awarded State and Local Implementation Grant Program (SLIGP) federal funds to the State of Tennessee to implement an effective and efficient means to utilize and integrate the State's contribution to the Nationwide Public Safety Broadband Network (NPSBN).

Buford Goff and Associates was chosen as the sole source provider for the consulting services because they served as the consultant on the Tennessee Advanced Communications Network (TACN) build-out. The TACN is a statewide project that allows for the combination of frequency sites to form an emergency communications system for the entire State of Tennessee. NTIA highly recommended that Grantees utilize existing

consultants that have provided consultation services for the TACN to assure continuity for the project. Buford Goff and Associates

Through the amendment we seek to extend the end date of the contract and add additional federal funds that were received to provide for continued support in implementation of the Tennessee Public Safety Broadband Network. The original maximum liability of \$2,175,152 will be increased by an additional \$75,896.00 for a total of \$2,251,048.00.

The Department of Safety and Homeland Security respectfully submits the above referenced request for consideration and approval.

Sincerely,

A handwritten signature in black ink, appearing to read "Sonya Hadley", with a long horizontal flourish extending to the right.

Sonya Hadley  
Budget Director

cc: Shoney Naquin, Procurement Supervisor  
Sandra Braber-Grove, Assistant General Counsel

Supplemental Documentation Required for  
Fiscal Review Committee

*Contact Name:	Shoney Naquin	*Contact Phone:	615-251-5238		
*Presenter's name(s):	Arnold Hooper, LTC Dereck Stewart, Sonya Hadley, Sandra Braber-Grove				
Edison Contract Number: <i>(if applicable)</i>	41587	RFS Number: <i>(if applicable)</i>	34901-00215		
*Original or Proposed Contract Begin Date:	7/1/2014	*Current or Proposed End Date:	06/30/2018		
Current Request Amendment Number: <i>(if applicable)</i>	1				
Proposed Amendment Effective Date: <i>(if applicable)</i>	01/01/2017				
*Department Submitting:	Safety and Homeland Security (TDOSHS)				
*Division:	Communications				
*Date Submitted:	11/9/2016				
*Submitted Within Sixty (60) days:	Yes				
<i>If not, explain:</i>					
*Contract Vendor Name:	Buford Goff and Associates (BGA)				
*Current or Proposed Maximum Liability:	\$ 2,251,048.00				
*Estimated Total Spend for Commodities:	N/A				
*Current or Proposed Contract Allocation by Fiscal Year: <i>(as Shown on Most Current Fully Executed Contract Summary Sheet)</i>					
FY:2015	FY: 2016	FY: 2017	FY:	FY	FY
\$ 725,050.66	\$ 725,050.66	\$ 725,050.66	\$	\$	\$
*Current Total Expenditures by Fiscal Year of Contract: <i>(attach backup documentation from Edison)</i>					
FY: 2015	FY: 2016	FY: 2017	FY:	FY	FY
\$ 505,752.04	\$ 816,104.25	\$	\$	\$	\$
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:			N/A		
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:			N/A		
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:			N/A		
*Contract Funding Source/Amount:					
			Federal:	\$1,800,838.35	

Supplemental Documentation Required for  
Fiscal Review Committee

State:	\$450,209.65		
<i>Interdepartmental:</i>		<i>Other:</i>	
If “ <i>other</i> ” please define:		N/A	
If “ <i>interdepartmental</i> ” please define:		N/A	
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>		Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>	
N/A			
Method of Original Award: <i>(if applicable)</i>		Sole Source Contract	
<p>*What were the projected costs of the service for the entire term of the contract prior to contract award? How was this cost determined?</p>		<p>There were no projected costs. All costs are based on the amount awarded to the Department by the Federal Government under the State and Local Implementation Grant Program (SGLIP) grant and the required state match. The grant was extended and now expires in 2018</p>	
<p>*List number of other potential vendors who could provide this good or service; efforts to identify other competitive procurement alternatives; and the reason(s) a sole-source contract is in the best interest of the State.</p>		<p>A sole source contract was needed in order to provide for a consistent plan of action for the State. Since the wireless broadband network will be deployed from current or the planned Tennessee Advanced Communications Network (TACN) infrastructure, it is necessary, in the opinion of TDOSHS, to use BGA, seeing as though BGA served as the consultant on the TACN build-out.</p> <p>During the build-out of the TACN infrastructure, BGA gathered necessary information that is now being requested by FirstNet. Another consultant would be required to collect data and begin the process again. NTIA (National Telecommunication Information Agency), the entity that serves as the Grantor on the SLIGP grant, highly recommended during a seminar in Atlanta, Georgia in February</p>	

Supplemental Documentation Required for  
Fiscal Review Committee

	2014, that Grantees utilize existing consultants that have provided consultation services for the land mobile-radio build-out (referred to as the TACN in the State of Tennessee) to assure continuity for the project.
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<b>POs by</b>	<b>32</b>	
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Unit = 34901

Contract Number = 000000000000000000041587

<b>Unit</b>	<b>PO No.</b>	<b>PO Status</b>	<b>Budget Status</b>	<b>PO Line</b>	<b>Supplier</b>
34901	32674	Compl	Valid	1	0000026179
34901	0000025041	Compl	Valid	1	0000026179
34901	0000025042	Compl	Valid	1	0000026179
34901	0000025501	Compl	Valid	1	0000026179
34901	0000025770	Compl	Valid	1	0000026179
34901	0000025863	Compl	Valid	1	0000026179
34901	0000026126	Compl	Valid	1	0000026179
34901	0000026433	Compl	Valid	1	0000026179
34901	0000026823	Compl	Valid	1	0000026179
34901	0000027190	Compl	Valid	1	0000026179
34901	0000027352	Compl	Valid	1	0000026179
34901	0000027353	Compl	Valid	1	0000026179
34901	0000027356	Compl	Valid	1	0000026179
34901	0000027755	Compl	Valid	1	0000026179
34901	0000028003	Compl	Valid	1	0000026179
34901	0000028527	Compl	Valid	1	0000026179
34901	0000028823	Compl	Valid	1	0000026179
34901	0000028940	Compl	Valid	1	0000026179
34901	0000028941	Compl	Valid	1	0000026179
34901	0000028951	Compl	Valid	1	0000026179
34901	0000029251	Compl	Valid	1	0000026179
34901	0000029514	Compl	Valid	1	0000026179
34901	0000029624	Compl	Valid	1	0000026179
34901	0000029975	Compl	Valid	1	0000026179
34901	0000030247	Compl	Valid	1	0000026179
34901	0000030720	Compl	Valid	1	0000026179
34901	0000030840	Compl	Valid	1	0000026179
34901	0000031425	Compl	Valid	1	0000026179
34901	0000031778	Compl	Valid	1	0000026179
34901	0000032180	Compl	Valid	1	0000026179
34901	0000032678	Compl	Valid	1	0000026179
34901	0000032968	Compl	Valid	1	0000026179

Supplier	Sum PO Amount
Buford Goff & Associates	49283.130
Buford Goff & Associates	42244.090
Buford Goff & Associates	42274.250
Buford Goff & Associates	24997.390
Buford Goff & Associates	48343.880
Buford Goff & Associates	48343.880
Buford Goff & Associates	35446.990
Buford Goff & Associates	22025.010
Buford Goff & Associates	69909.240
Buford Goff & Associates	32889.200
Buford Goff & Associates	12367.060
Buford Goff & Associates	61835.280
Buford Goff & Associates	61835.280
Buford Goff & Associates	70262.760
Buford Goff & Associates	55523.950
Buford Goff & Associates	50846.130
Buford Goff & Associates	81591.170
Buford Goff & Associates	62699.500
Buford Goff & Associates	80969.290
Buford Goff & Associates	56583.790
Buford Goff & Associates	70878.980
Buford Goff & Associates	53053.630
Buford Goff & Associates	35573.880
Buford Goff & Associates	40799.430
Buford Goff & Associates	56701.210
Buford Goff & Associates	57990.830
Buford Goff & Associates	128503.430
Buford Goff & Associates	67902.140
Buford Goff & Associates	65684.620
Buford Goff & Associates	152394.930
Buford Goff & Associates	49283.130
Buford Goff & Associates	40679.010





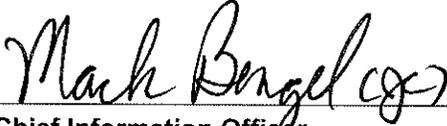
# OIR Pre-Approval Endorsement Request E-Mail Transmittal

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

**FROM :** Kippine Smith  
E-mail : [Kippine.Smith@tn.gov](mailto:Kippine.Smith@tn.gov)

**DATE :** 4/4/2014

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

<b>Applicable RFS #</b> 34901-00215
<b>OIR Endorsement Signature &amp; Date:</b>
 <span style="margin-left: 200px;">4/21/14</span>
<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 is required pursuant to procurement regulations pertaining to contracts 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 document(s). This requirement applies to any procurement method regardless of dollar amount.

Please indicate 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>Safety and Homeland Security</b>
<b>Agency Contact</b> (name, phone, e-mail)	<b>Vicky Hutchings, <a href="mailto:Vicky.Hutchings@tn.gov">Vicky.Hutchings@tn.gov</a> 615-687-2327</b>
<b>Attachments Supporting Request</b> (mark all applicable)	
<p>Note: The complete draft procurement document and the applicable documents listed below must accompany this request when submitted to OIR. Special Contract Requests and Amendment Requests without Agency Head signature are acceptable. OIR is aware that these documents will not have CPO signature when submitted with this request.</p>	
<input type="checkbox"/> Solicitation Document <input checked="" type="checkbox"/> Special Contract Request <input type="checkbox"/> Amendment Request <input checked="" type="checkbox"/> Proposed Contract/Grant or Amendment <input type="checkbox"/> Original Contract/Grant and Previous Amendments (if any)	
<b>Information Systems Plan (ISP) Project Applicability</b>	

**Applicable RFS # 34901-00215**

To avoid delay of OIR pre-approval, the applicability of an ISP project to the procurement must be confirmed with agency IT staff prior to submitting this request to OIR. If necessary, agency IT staff should contact OIR Planning with questions concerning the need for an ISP project.

IT Director/Staff Name Confirming (required): Paul Battenfield

Applicable – Approved ISP Project#

Not Applicable

**Subject Information Technology Service Description**

Provide a brief summary of the information technology services involved. Clearly identify included technologies such as system development/maintenance, security, networking, *etc.* As applicable, identify the contract or solicitation sections related to the IT services.

The Tennessee Department of Safety and Homeland Security is the state administering authority for the SLIGP. To complete development of a Tennessee Public Safety Broadband Network (TN-PSBN) plan, numerous state and local agencies will need to determine wireless data needs, challenges, coverage expectations and limitations, current operating systems, and infrastructure needs for public safety agencies operating in the State of Tennessee. The development of a strategy should be a coordinated effort and it should both seek and incorporate input from all stakeholder partners. The SLIGP goals specifically address preparation of a comprehensive plan as part of the existing Statewide Communications Interoperability Plan (SCIP) to describe the public safety needs that FirstNet is expected to address.

cy16-7506

# Amendment Request

This request form is not required for amendments to grant contracts. Route a completed request, as one file in PDF format, via e-mail attachment sent to: [Agsprs.Agsprs@tn.gov](mailto:Agsprs.Agsprs@tn.gov)

**APPROVED**

CHIEF PROCUREMENT OFFICER

DATE

Agency request tracking #	34901-00215	
1. Procuring Agency	Tennessee Department of Safety and Homeland Security (TDOSHS)	
2. Contractor	Buford Goff and Associates, Inc.	
3. Edison contract ID #	41587	
4. Proposed amendment #	1	
5. Contract's Effective Date	July 01, 2014	
6. Current end date	June 30, 2017	
7. Proposed end date	June 30, 2018	
8. Current Maximum Liability or Estimated Liability	\$ 2,175,152.00	
9. Proposed Maximum Liability or Estimated Liability	\$ 2,251,048.00	
10. Office for Information Resources Pre-Approval Endorsement Request – information technology service (N/A to THDA)	<input type="checkbox"/> Not Applicable <input checked="" type="checkbox"/> Attached	
11. eHealth Pre-Approval Endorsement Request – health-related professional, pharmaceutical, laboratory, or imaging	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
12. Human Resources Pre-Approval Endorsement Request – state employee training service	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
13. Explain why the proposed amendment is needed	The proposed amendment is needed to add additional federal funding, extending the term of the contract to continue the work of the federal program, and to update the State's contact information in Contract Section E.2. (Communications and Contacts).	
14. If the amendment involves a change in Scope, describe efforts to identify reasonable, competitive, procurement alternatives to amending the contract.	There will be no changes to the Scope of Services.	
Signature of Agency Head or Authorized Designee, Title of Signatory, and Date (the authorized designee may sign his or her own name if indicated on the Signature Certification and Authorization document)		
		10-10-16
David W. Purkey, Commissioner		DATE



## CONTRACT AMENDMENT COVER SHEET

<b>Agency Tracking #</b> 34901-00215	<b>Edison ID</b> 41587	<b>Contract #</b> See Edison ID	<b>Amendment #</b> 1		
<b>Contractor Legal Entity Name</b> Buford Goff and Associates, Inc.			<b>Edison Vendor ID</b> 0000026179		
<b>Amendment Purpose and Effect(s)</b> The purpose of this Amendment is to add additional federal funding, extend the term of the contract to continue the work of the federal program, and to update the State's contact information in Contract Section E.2. (Communications and Contacts).					
<b>Amendment Changes Contract End Date:</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		<b>End Date:</b> June 30, 2018			
<b>TOTAL Contract Amount <u>INCREASE</u> or <u>DECREASE</u> per this Amendment</b> (zero if N/A):			<b>\$ 75,896.00</b>		
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Contract Amount</b>
15	\$101,150.42	\$404,601.62	\$0.00	\$0.00	\$505,752.04
16	\$163,220.88	\$652,883.37	\$0.00	\$0.00	\$816,104.25
17	\$145,010.14	\$580,040.54	\$0.00	\$0.00	\$725,050.68
18	\$40,828.21	\$163,312.82	\$0.00	\$0.00	\$204,141.03
			\$0.00	\$0.00	
<b>TOTAL:</b>	<b>\$450,209.65</b>	<b>\$1,800,838.35</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$2,251,048.00</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.			<i>CPO USE</i>		
<b>Speed Chart</b> (optional)		<b>Account Code</b> (optional)			

**AMENDMENT 1  
OF CONTRACT 41587**

This Amendment is made and entered by and between the State of Tennessee, Department of Safety and Homeland Security, hereinafter referred to as the "State" and Buford Goff and Associates, Inc., hereinafter referred to as the "Contractor." For good and valuable consideration, the sufficiency of which is hereby acknowledged, 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. is deleted in its entirety and replaced with the following:

**B. TERM OF CONTRACT:**

- B.1. This Contract shall be effective on July 01, 2014 ("Effective Date)" and extend for a period of forty-eight (48) months after the Effective Date, thereby ending on June 30, 2018 ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.
- B.2. Renewal Options. This Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to one (1) renewal option under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

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 Two Hundred Fifty-One Thousand Forty-Eight Dollars and No Cents (\$2,251,048.00) ("Maximum Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.

3. The State contact information in Contract Section E.2. (Communications and Contacts) is deleted in its entirety and replaced with the following:

The State:

Arnold Hooper, Director of Wireless Communications  
Support Services – Supply/Fleet  
Tennessee Department of Safety and Homeland Security  
225 Ezell Road  
Nashville, TN 37217  
Email Address: arnold.hooper@tn.gov  
Telephone #: (615) 365-1620

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 January 01, 2017. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

**IN WITNESS WHEREOF,**

**BUFORD GOFF AND ASSOCIATES, INC.:**

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**SIGNATURE**

**DATE**

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

**DEPARTMENT OF SAFETY AND HOMELAND SECURITY:**

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**DAVID W. PURKEY, COMMISSIONER**

**DATE**



# CONTRACT

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

<b>Begin Date</b> 07/01/2014	<b>End Date</b> 06/30/2017	<b>Agency Tracking #</b> 34901-00215	<b>Edison Record ID</b> 41587
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<b>Contractor Legal Entity Name</b> Buford Goff & Associates, Inc.	<b>Edison Vendor ID</b> 26179
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**Service Caption (one line only)**  
Consulting Services for the Tennessee Public Safety Broadband Network

<b>Subrecipient or Vendor</b> <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Vendor	<b>CFDA #</b>
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Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
15	\$196,778.33	\$528,272.33			\$725,050.66
16	\$196,778.33	\$528,272.33			\$725,050.66
17	\$196,778.34	\$528,272.34			\$725,050.68
<b>TOTAL:</b>	\$590,335.00	\$1,584,817.00			\$2,175,152.00

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

**Ownership/Control**

African American   
  Asian   
  Hispanic   
  Native American   
  Female  
 Person w/Disability   
  Small Business   
  Government   
  NOT Minority/Disadvantaged  
 Other:

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

RFP    The procurement process was completed in accordance with the approved RFP document and associated regulations.  
 Alternative Competitive Method    The predefined, competitive, impartial, procurement process was completed in accordance with the associated, approved procedures and evaluation criteria.  
 Non-Competitive Negotiation    The non-competitive contractor selection was completed as approved, and the procurement process included a negotiation of best possible terms & price.

**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.

*Bill Hedge*

CPO USE - FA

<b>Speed Chart (optional)</b>	<b>Account Code (optional)</b>
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**CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF SAFETY AND HOMELAND SECURITY  
AND  
BUFORD GOFF & ASSOCIATES, INC.**

This Contract, by and between the State of Tennessee, Department of Safety and Homeland Security, hereinafter referred to as the "State" and Buford Goff & Associates, Inc., hereinafter referred to as the "Contractor," is for the provision of Consulting Services for the Tennessee Public Safety Broadband Network, as further defined in the "SCOPE OF SERVICES."

The Contractor is For-Profit Corporation  
Contractor Place of Incorporation or Organization: Columbia, SC 29201  
Contractor Edison Registration ID # 26179

Whereas, the Middle Class Tax Relief and Job Creation Act of 2012 (Act) establishes the First Responder Network Authority ("FirstNet") as an independent authority within the National Telecommunications and Information Administration ("NTIA") and authorizes FirstNet to take all actions necessary to ensure the design, construction, and operation of a Nationwide Public Safety Broadband Network ("NPSBN"). The Act further directs NTIA to assist state, regional, tribal, and local jurisdictions with identifying, planning, and implementing the most efficient and effective means to use and integrate the infrastructure, equipment, and other architecture associated with the NPSBN.

**A. SCOPE OF SERVICES:**

- A.1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.
- A.2. The Contractor shall provide assistance to the State which may include, but is not limited to strategic planning, design and implementing of the Tennessee Public Safety Broadband Network (TN-PSBN).

To complete development of a TN-PSBN plan, numerous state and local agencies will need to determine wireless data needs, challenges, coverage expectations and limitations, current operating systems, and infrastructure needs for public safety agencies operating in the State of Tennessee. The development of a strategy should be a coordinated effort and it should both seek and incorporate input from all stakeholder partners.

- A.3. The Contractor shall assist the State with the following:
  - a. Establishing a governance structure, or expanding existing structure, to consult with FirstNet;
  - b. Developing procedures to ensure local and tribal representation and participation in the consultation process;
  - c. Creating a process for education and outreach, among local and tribal officials, public safety users, and other stakeholders about the NPSBN;
  - d. Identifying potential public safety users of the public safety broadband network;
  - e. Developing standard contract agreements to facilitate the use of existing infrastructure with private sector entities that have been chosen by FirstNet to build, operate, and maintain the network on public safety infrastructure, or identifying the legal barriers to creating a standard contract agreements and describe potential remedies;
  - f. Developing staffing plans that include local and tribal representation in data collection activities in consultation with FirstNet; and
  - g. Preparing or modifying a comprehensive plan as part of the existing Statewide Communications Interoperability Plan (SCIP) describing the public safety needs that FirstNet is expected to address;
  - h. Consulting with FirstNet regarding coverage needs, user requirements, network hardening and resiliency requirements, and data collections activities as defined by FirstNet; and,
  - i. Creating a web presence to collect and distribute TN-PSBN information, in adherence to State Web Standards and Security Policies.



**A.4. Phase One—TN-PSBN Planning.**

- a. The Contractor shall assist the State in developing the Tennessee PSBN Strategic Plan in the following activities:
1. Organize, schedule, and conduct workshops with TDOSHS and supporting agencies as identified by TDOSHS to develop an initial TN-PSBN project plan.
    - a. The Contractor shall secure hotel and meeting space accommodations for workshops.
    - b. The Contractor shall develop and produce materials for outreach and education, to be utilized at these workshops and other outreach venues.
  2. Review existing broadband strategy and recommend updates as appropriate.
  3. Use existing knowledge of the statewide Land Mobile Radio ("LMR") system to create synergies with the state's PSBN Strategic Plan.
  4. Review support materials, identify gaps in information, and assist with closing the gaps.
  5. Gather and document requirements for Tennessee's participation in the NPSBN regarding, but not limited to:
    - a. User needs
    - b. Coverage
    - c. Data Security
    - d. Reliability
    - e. Scalability
    - f. Capacity
    - g. Functions
    - h. Priorities
    - i. Interoperability
    - j. Level of Support
    - k. Performance
- b. The Contractor shall advise and assist in developing the TN-PSBN Leadership Council ("TPLC" in the following activities:
1. Integrating the TPLC plans with policies for the Tennessee Advanced Communications Network ("TACN");
  2. Development of meeting agendas for kick-off meetings for the TPLC and subsequent TPLC briefings and meetings;
  3. Providing support for TPLC kick-off, identifying stakeholders, themes, and strategic message;
  4. Developing stakeholder roles and responsibilities, and stakeholder management plan; and,
  5. Developing TPLC documentation, charter, and operating practices and procedures.
- c. The Contractor shall assist the State with user outreach by performing the following activities:
1. Identifying potential public safety network users;
  2. Developing service level agreements and end user agreements that shall be based on the standard state contract templates;



3. Developing outreach and education messages identifying needs for change, benefits, and support requirements;
  4. Providing user education via workshops, in-person meetings, and web conferences as directed; and
  5. Developing a Communication/Outreach/Education Plan.
- d. The Contractor shall assist the State as needed by providing project status information and assist in the development of reports as requested by the United States Department of Commerce.

A.5. Phase II TN-PSBN Data Collection

- a. The Contractor shall develop a process for data collection and validation with stakeholder.
1. The Contractor shall collect data that may include, but is not limited to the general areas listed below:
    - a. Architecture of an evolved packet core and radio access network
    - b. Required coverage areas of the network
    - c. Hardening, security, reliability and resiliency requirements
    - d. Assignment of priority users and selection of secondary users
    - e. Availability of assets that may be utilized
  2. The Contractor shall make the data available as soon as it is compiled and before any and all applicable deadlines.
  3. The Contractor shall assist the State in collecting data for any requests as specified by FirstNet.
- b. The Contractor shall perform the following as it relates to network information gathering:
1. Review and evaluate system and network designs for TN-PSBN for inventory purposes;
  2. Assist with identification testing criteria/test plans for network testing including coverage, throughput, capacity, cell/sector loading and redundancy/failover testing;
  3. Assist with identification of network requirements;
  4. Assist with identification of issues regarding network priority;
  5. Assist with identification of technical issues regarding network security and encryption; and,
  6. Assist with identification of network administration and system maintenance issues and provide best practices information.
- c. The Contractor shall perform the following as it relates to the collection of user information:
1. Assist with development of a new application evaluation, approval and control process including MOU/MOA templates and draft agreements; and,
  2. Assist with development of process for application integration, testing and deployment.
- d. The Contractor will assist the State in developing a Requirements Definition Report describing Tennessee's public safety needs which FirstNet shall satisfy.



**A.6 Phase III State Buildout Decision Process**

- a. Phase III activities are potential tasks needed to support the State in making decisions regarding use of the NPSBN or buildout of the TN portion of the NPSBN. The Contractor shall assist the State in the following:
1. Develop a business plan or model including development of cost models, service delivery options, revenue models, spectrum lease agreements, or budget planning;
  2. Provide network design activities including coverage engineering, backhaul design and capacity planning, and operations plan;
  3. Develop an Opt-In / Opt-Out Decision Report including issues for consideration, risks, benefits, and business models; and,
  4. Provide briefings and other reports as directed to support state decision process.

**B. CONTRACT PERIOD:**

This Contract shall be effective for the period beginning 07/1/2014, and ending on 06/30/2017. The Contractor hereby acknowledges and affirms that the State shall have no obligation for services rendered by the Contractor which were not performed within this specified contract period.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Two Million One Hundred Seventy-Five Thousand One Hundred Fifty Two Dollars (\$2,175,152.00). The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor 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:



<b>Service Description</b> (see Attachment A for a detailed description of Staff Positions)	<b>Amount</b> (per compensable increment)
<b>Principle / Project Mgr</b>	\$ 212.75 per Hour
<b>Lead Engineer / APM</b>	\$ 201.25 per Hour
<b>Senior Consultant</b>	\$ 189.25 per Hour
<b>Senior Engineer</b>	\$ 189.25 per Hour
<b>Systems Engineer</b>	\$ 189.75 per Hour
<b>Business Analyst</b>	\$ 189.25 per Hour
<b>Operations Analyst</b>	\$ 189.25 per Hour
<b>Systems Analyst</b>	\$ 155.25 per Hour
<b>Senior Designer</b>	\$ 155.25 per Hour
<b>Education Outreach Support</b>	\$ 90.00 per Hour
<b>Administrative</b>	\$ 51.75 per Hour

- c. The Contractor shall not be compensated for travel time to the primary location of service provision.
- d. The Contractor shall, at the written request of the State, secure hotel and meeting space accommodations and develop and produce materials for outreach and education to further the success of the community outreach program (which may include but is not limited to brochures, handouts, audio visual reports, displays, banners, mobile signage, exhibit booths, digital graphics, advertising wrap) provided, however, that the State shall pay the Contractor's cost plus Ten percent (10%). All purchases shall be made in accordance with Section E.20. See details below:

<b>Service Description (Section A.4.a.1)</b>	<b>Amount</b>
Securing hotel and meeting space accommodations	At Cost plus 10%
Developing and producing materials for outreach and education	At Cost plus 10%

- 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 present said invoices no more often than monthly, with all necessary supporting documentation, to:

ATTN: Accounts Payable  
 1150 Foster Ave  
 Nashville, TN 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
  - (1) Invoice Number (assigned by the Contractor)
  - (2) Invoice Date
  - (3) Contract Number (assigned by the State)
  - (4) Customer Account Name: TNDOSHS/Research and Planning



- (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
- (6) Contractor Name
- (7) Contractor Tennessee Edison Registration ID Number Referenced in Preamble of this Contract
- (8) Contractor Contact for Invoice Questions (name, phone, and/or fax)
- (9) Contractor Remittance Address
- (10) Description of Delivered Service
- (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
- v. Total Amount Due for the invoice period

b. The Contractor understands and agrees that an invoice 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) only be submitted for completed service and shall not include any charge for future work;
- (3) not include sales tax or shipping charges; and
- (4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment 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. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following documentation properly completed.

- a. The Contractor shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once said form is received by the State, 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).
- b. The Contractor shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number detailed by said form must agree with the Contractor's Federal Employer Identification Number or Tennessee Edison Registration ID referenced in this Contract.



**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Contract 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).
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (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).
- 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 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, each 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.

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

- 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 handicap or 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 *Tennessee Code Annotated*, Section 12-4-124, *et seq.*, 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 B, 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 *Tennessee Code Annotated*, Section 12-4-124, *et seq.* 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:

Ehrin Ehler  
Department of Safety & Homeland Security  
1144 Foster Ave.  
Nashville, TN 37249  
615-743-4960  
Ehrin.Ehler@tn.gov

The Contractor:

Mike Corbett  
Buford Goff & Associates, Inc.  
1331 Elmwood Avenue, Suite 200  
Columbia, SC 29201  
mike.corbett@bgainc.com  
803-254-6302 (w)  
803-920-2136 (c)

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, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the period of this Contract.



- E.5 Tennessee Department of Revenue Registration. 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.
- E.6. 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.7. Printing Authorization. The Contractor agrees that no publication coming within the jurisdiction of *Tennessee Code Annotated*, Section 12-7-101, *et. seq.*, shall be printed pursuant to this contract unless a printing authorization number has been obtained and affixed as required by *Tennessee Code Annotated*, Section 12-7-103 (d).
- E.8. 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.9. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Contractor's temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the residual value of the property at the time of loss.
- E.10. Workpapers Subject to Review. The Contractor shall make all audit, accounting, or financial analysis workpapers, notes, and other documentation available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Contract.
- E.11. 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.12. 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with 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.13. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;



- b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

E.14. 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.15. 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.16. 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.



- b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

E.14. 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.15. 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.16. 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.17. Disclosure of Personal Identity Information. The Contractor shall report to the State any instances of unauthorized disclosure of confidential information that come to the attention of the Contractor. Any such report shall be made by the Contractor within twenty-four (24) hours after the instance has come to the attention of the Contractor. The Contractor, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals that are deemed to be part of a potential disclosure. The Contractor shall bear the cost of notification to individuals having personal identity information involved in a potential disclosure event, including individual letters and/or public notice.
- E.18. Federal Funding Accountability and Transparency Act (FFATA). This Contract requires the Contractor to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Contractor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Contractor provides information to the State as required.

The Contractor shall comply with the following:

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

- (1) The Contractor shall report the names and total compensation of each of its five most highly compensated executives for the Contractor's preceding completed fiscal year, if in the Contractor's preceding fiscal year it received:
- i. 80 percent or more of the Contractor's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
  - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
  - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

Executive means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
- i. Salary and bonus.
  - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - v. Above-market earnings on deferred compensation which is not tax qualified.



vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

- b. The Contractor must report executive total compensation described above to the State by the end of the month during which this Contract is awarded.
- c. If this Contract is amended to extend its term, the Contractor must submit an executive total compensation report to the State by the end of the month in which the amendment to this Contract becomes effective.
- d. The Contractor will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>

The Contractor's failure to comply with the above requirements is a material breach of this Contract for which the State may terminate this Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Contractor unless and until the Contractor is in full compliance with the above requirements.

#### E.19. TRANSFER OF CONTRACTOR'S OBLIGATIONS

- a. The Contractor shall immediately notify the State in writing of a proposed merger, acquisition or sale of its business operation, or the part of its business operation that provides services under this Contract, or that this Contract will be sold to or assumed by another entity. The entity that is proposed to assume the Contractor's duties under this Contract, whether through merger, acquisition, sale or other transaction, will be hereinafter described as the New Entity.
- b. The Contractor (or, if the Contractor no longer exists as a legal entity, the New Entity) will provide to the State within a reasonable time, information that the State may require about the merger, acquisition or sale, which may include
  - i. the date and terms of the merger, acquisition or sale, including specifically, but not limited to, adequate documentation of the financial solvency and adequate capitalization of the proposed New Entity
  - ii. evidence of financial solvency and adequate capitalization of the proposed New Entity which may consist of,
    - (1) Debt;
    - (2) Assets;
    - (3) Liabilities;
    - (4) Cash flow
    - (5) Percentage of the total revenues of the company that are represented by this Contract;
    - (6) The most recent annual financial reports;
    - (7) The most recent annual financial reports filed with government agencies, if applicable.
  - iii. a complete description of the relationship of any New Entity to any parent company or subsidiary or division resulting from the merger, acquisition or sale of the original Contractor's business or the part of the original Contractor's business that provides services under this Contract or from assumption by, or sale to, another entity of the contract itself, including:



- (1) the names and positions of corporate or company officers, project managers, other Contractor management staff with responsibilities under the Contract, and numbers and the type of technical or other personnel who will be responsible for fulfilling the obligations of the Contract, and any subcontracts that will be used to provide any personal or other services under the Contract by the New Entity and,
  - (2) an organizational chart clearly describing the organizational structure of the New Entity, parent company, subsidiary, division or other unit of the entity or parent company with which it has merged or by which it, or the Contract, has been acquired.
- iv. such additional evidence of financial solvency, adequate capitalization and information regarding corporate organizational and personnel assigned to the Contract as the State determines is necessary to evaluate the status of the proposed or consummated merger, acquisition or sale.
- c. The original Contractor shall immediately notify the State in writing in the event of a change in its legal name and/or Federal Employer Identification Number (FEIN). The Contractor shall comply with State requests for copies of any documents that have been filed with state corporate records officials or other officials in the state of its incorporation that verify the name change and a narrative description of the reasons for the name change. If a New Entity has succeeded to the interest of the original Contractor, it shall immediately provide the State written notification of its Federal Employer Identification Number (FEIN), its complete corporate name, State of incorporation, and other documentation required to effectuate the transfer.
- d. Notwithstanding any other provisions of this Contract to the contrary, the State may immediately terminate this Contract in whole or in stages in the event that it determines that the New Entity
- i. has been debarred from State or Federal contracting in the past five years
  - ii. has had a contract terminated for cause by the State of Tennessee within the past five years.

The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor or New Entity for compensation for any service which has not been rendered. Upon such termination, the Contractor or New Entity shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- e. The New Entity shall provide to the State within ten (10) business days of the State's request, a notarized statement signed by an individual authorized to bind the New Entity certifying that all liabilities and obligations incurred by the former Contractor are assumed by the New Entity.
- f. If the New Entity owes money to the State of Tennessee, it acknowledges that Tennessee Code Annotated Section 9-4-604 requires repayment of these funds and will enter into a legally binding agreement for repayment.



E.20. 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 Commissioner of the Tennessee Department of Safety and Homeland Security, for such decision and non-competitive procurement.

**IN WITNESS WHEREOF,**

**BUFORD GOFF & ASSOCIATES, INC.:**

*Michael E. Corbett* 5/14/14  
 CONTRACTOR SIGNATURE DATE  
MICHAEL E. CORBETT - VICE PRESIDENT & DIRECTOR  
 PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

**TENNESSEE DEPARTMENT OF SAFETY AND HOMELAND SECURITY:**

*Bill Gibbons* 5/16/14  
 Bill Gibbons, Commissioner DATE



**Attachment A**

**Detailed Description of Staff Positions and Responsibilities**

<b>Staff Position</b>	<b>Description of Responsibilities</b>
Principle / Project Mgr	Lead for the project consulting team responsible for all staff performance and project deliverables. Also serves as primary liaison with the State and responsible for communications with State's project manager. Assists the State project manager with external project communications, grant compliance and reporting.
Lead Engineer / APM	An engineer with extensive experience in all technical aspects of system design and development, as well as experience with project management methodologies. Provides project management task support for project schedule development, risk assessment and mitigation, and compliance audits.
Senior Consultant	Senior staff with extensive operations expertise, information technology experience, and/or project management experience. Participates in discussions with client's operational personnel, presentations related to operations and use of the networks, and development of system requirements.
Senior Engineer	An engineer with extensive experience in system design and development. Responsible for systems engineering and analysis, development of system design alternatives and analysis, regulatory compliance, acceptance testing and compliance audits.
Systems Engineer	Staff engineering position responsible for any technical designs, site inspections, site analysis, and facility analysis.
Business Analyst	Staff with experience in analysis processes including business requirement elicitation, requirements definition, and business plan development.
Operations Analyst	Staff with operations experience with law enforcement, fire services or emergency management.
Systems Analyst / Senior Designer	Technical or Information Technology support staff
Education Outreach Support	Administrative staff that supports the State with meeting arrangements, logistics, and coordination.
Administrative	Administrative staff for word processing and documentation processing.



**ATTACHMENT B**

**ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE**

<b>SUBJECT CONTRACT NUMBER:</b>	34901-00215
<b>CONTRACTOR LEGAL ENTITY NAME:</b>	Buford Goff & Associates, Inc.
<b>FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)</b>	██████████

**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.

H. Buford Goff, Jr. (President)

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**PRINTED NAME AND TITLE OF SIGNATORY**

05/14/2014

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**DATE OF ATTESTATION**

### Document Approval Status

SetID: SHARE Contract ID: 000000000000000000041587  
Vendor: Buford Goff & Associates

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<b>Self Approved</b> ✔ <a href="#">Kippine K Smith</a> Document Approval 1 05/17/14 - 11:15 AM	→	<b>Self Approved</b> ✔ <a href="#">Kippine K Smith</a> Document Approval 2 05/17/14 - 11:15 AM
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CPO Level 1 & 2 Approvals

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CPO Final Contract Approval

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